

# NEGOTIATIONS AGREEMENT

By and Between

Hamburg Central School District

and

Hamburg Registered Professional  
School Nurses'  
Certified Occupational Therapy Assistants'  
Computer Aides'  
Microcomputer Repair Technicians'  
Association

2013-2016

## **PREAMBLE**

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York between the Hamburg Central School District (hereinafter referred to as the "Employer") and the Registered Professional Nurses' and Certified Occupational Therapy Assistants', Computer Aides', and Microcomputer Repair Technicians' Association, (hereinafter referred to as the "Employee") this agreement is made and entered in the first day of July 2013 and between these parties.

## **ARTICLE I RECOGNITION**

**Section I:** The Hamburg Central School District recognizes the Hamburg Central School Registered Professional Nurses', Certified Occupational Therapy Assistants', Computer Aides', and Microcomputer Repair Technicians' Association as the exclusive representative of the Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides, and Microcomputer Repair Technicians.

**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 ruling and regulations of the Civil Service Commission affecting employees are in no way abridged by this agreement.

**Section II: Management Responsibility:** The Hamburg Central School Registered Professional Nurses', Certified Occupational Therapy Assistants', Computer Aides', and Microcomputer Repair Technicians' Association recognizes that the Board of Education of 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 1:** The Employer agrees to permit payroll deduction of membership fees to the Hamburg Central Registered Professional Nurses', Certified Occupational Therapy Assistants', Computer Aides', and Microcomputer Repair Technicians' Association 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 to 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:** The Employer agrees to deduct Agency Fee from the salary of bargaining unit members who choose not to join the Hamburg Central Registered Professional Nurses', Certified Occupational Therapy

Assistants', Computer Aides', and Microcomputer Repair Technicians' Association and transit these monies to the Association in the same manner as dues deduction specified above.

#### **ARTICLE IV ANNUITIES**

The District agrees to make available the employee annuities in accordance with the Provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended. The Employer does not assume and disclaims all legal responsibilities to the employee that the premiums paid for the annuities so purchased, or any part thereof, shall be excluded from the gross income of the employee

#### **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 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 employee will receive fifteen (15) 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.
- 5. **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:
  - a. 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.
  - b. An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. Within sixty (60) days of the ratification of this agreement, all

current employees shall be given the opportunity to become a member. Employees hired subsequent to the ratification of this agreement will be eligible to join within a sixty (60) day period 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.

- c. 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.
- d. An employee suffering a disabling injury or illness may apply for additional sick leave. 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.
- e. 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.
- f. 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.
- g. The Employer reserves the right to require a medical certificate indicating the employee's fitness to resume work.

#### **B. 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 Chief School Officer 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 Chief School Officer.

#### **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 often (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 (with the exception of federal grand jury) 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 Chief School Officer who shall make his recommendation to the Board for their action.

### **Section VIII: Special Leave**

- A. The Employer grants each full-time employee two (2) 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 SituationInterpretation: 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/Designee and Chief School Officer 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 workday. A one-half day absence 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 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 ½ day or less and will be charged for a ½ 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: Effective January 1, 2008:**

Effective January 1, 2008, the District will adopt 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 percentage of contribution will be the same as what is agreed upon by the Hamburg Teachers Association.

### **Section II:**

The District acknowledges the right of the Association members to participate in the HTA Dental Program.

### **Section III:**

The district will establish a health maintenance account under IRC Section 105H beginning July 1, 2013 and in each subsequent year thereafter the District will annually deposit \$200.00 in the respective account of the 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 One Twenty Five Plan will be comprised of seven (7) units (teachers, teacher aides, RNs, office employees, maintenance and custodial, administrators and district). The number of units that accept the plan will divide the start-up costs and legal fees. The monthly fees will be paid 50% by the Union and 50% by the District.

#### **ARTICLE XIII HOLIDAYS**

All full-time employees shall be entitled to all District designated holidays between September 1 and June 30. The number of recess days (without pay) shall be determined by the Employer.

#### **ARTICLE XIV 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 7:50a.m. to 3:20p.m.- the same as the teacher work day. 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 to 4:20p.m., and on one (1) designated Tuesday per month to 3:50p.m. for meetings, if scheduled. On Fridays and days prior to holidays, the employees' normal leaving time will be 3:08p.m. 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 7:50a.m. to 3:50p.m. 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:** In the event of an agreement with the HTA regarding the hours of the school day, the union agrees to meet with the district to review such terms as it relates to the bargaining unit.

**Section IV:** For Microcomputer Repair Technicians:

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 MRT's & 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 V:** 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 XV 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 II 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 NYSTRS.

### **Section III: Eligibility**

To be eligible for the sick leave conversion benefit set forth in Section III 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. For 2013-2016 the employee shall be compensated at \$55.00 per day for up to one hundred and ninety five (195) accumulate leave days to the maximum of \$10,725.00.
- 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 III 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 III, 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 III D2 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 D 1 and 2 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 XVI 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 XVII SALARY**

**Registered Professional Nurse (School) 7.5 Hours/Day**

**2013-2014**

<b>Step 1</b>	\$33,000
<b>Step 10</b>	\$41,156

**2014-2015**

<b>Step 1</b>	\$33,000
<b>Step 2</b>	\$35,500
<b>Step 3</b>	\$38,000
<b>Step 4</b>	\$40,500
<b>Step 5</b>	\$43,000

**2015-2016**

<b>Step 1</b>	\$33,000
<b>Step 2</b>	\$35,500
<b>Step 3</b>	\$38,000
<b>Step 4</b>	\$40,500
<b>Step 5</b>	\$43,860

**Registered Professional Nurse (School) 6.5 Hours/Day**

**2013-2014**

<b>Step 1</b>	\$28,600
<b>Step 10</b>	\$35,668

**2014-2015**

<b>Step 1</b>	\$28,600
<b>Step 2</b>	\$30,767
<b>Step 3</b>	\$32,933
<b>Step 4</b>	\$35,100
<b>Step 5</b>	\$37,267

**2015-2016**

<b>Step 1</b>	\$28,600
<b>Step 2</b>	\$30,767
<b>Step 3</b>	\$32,933
<b>Step 4</b>	\$35,100
<b>Step 5</b>	\$38,012

**Certified Occupational Therapy Assistant**

**2013-2014**

<b>Step 9</b>	\$27,452
<b>Step 10</b>	\$40,000

**2014-2015**

<b>Step 1</b>	\$28,000
<b>Step 2</b>	\$31,000
<b>Step 3</b>	\$34,000
<b>Step 4</b>	\$37,000
<b>Step 5</b>	\$40,800

**2015-2016**

<b>Step 1</b>	\$28,000
<b>Step 2</b>	\$31,000
<b>Step 3</b>	\$34,000
<b>Step 4</b>	\$37,000
<b>Step 5</b>	\$41,616

Effective September 1, 2012 the District will reimburse the fee for the Certified Occupational Therapy Assistants License renewal.

**Microcomputer Repair Technician**

**2013-2014**

<b>Step 5</b>	\$42,391
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**2014-2015**

<b>Step 1</b>	\$33,000
<b>Step 2</b>	\$35,500
<b>Step 3</b>	\$38,000
<b>Step 4</b>	\$40,500
<b>Step 5</b>	\$43,125

**2015-2016**

<b>Step 1</b>	\$33,000
<b>Step 2</b>	\$35,500
<b>Step 3</b>	\$38,000
<b>Step 4</b>	\$40,500
<b>Step 5</b>	\$43,989

Computer Aide

2013-2014	
Step 10	\$25,693

2014-2015	
Step 1	\$22,000
Step 2	\$24,500
Step 3	\$27,000
Step 4	\$29,500
Step 5	\$32,000

2015-2016	
Step 1	\$22,000
Step 2	\$24,500
Step 3	\$27,000
Step 4	\$29,500
Step 5	\$32,000

**ARTICLE XVIII 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

Effective September 1, 2012, the district shall establish/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 XIX 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 Chief School Officer or his designee within five (5) days after receiving the decision in Step II. The Chief school Officer, or his 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.

**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 American Arbitration Association. 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 artibrator 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 XX 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.

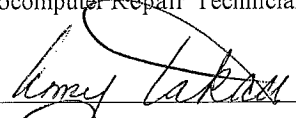
**Section III: Conformity to Law:** If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced.

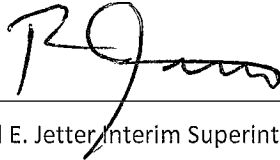
**Section IV: Negotiations Procedure:** If either party to this agreement wishes to negotiate for a successor agreement they shall notify the other party in writing by February 1 and negotiations will begin on May 1 of the final year of this agreement.

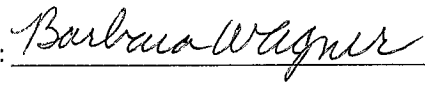
**Section V: Duration:** This Agreement shall commence and become effective on July 1, 2013, and remain in effect until June 30, 2016, after which the terms of this Agreement are no longer in effect.

**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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS TAKEN SUCH ACTION, IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND/OR SEAL THIS DAY OF \_\_\_\_\_, 20\_\_\_\_.

Hamburg Central School Hamburg Central School District  
Registered Professional School Nurses  
Certified Occupational Therapy Assistants  
Computer Aides  
Microcomputer Repair Technicians Association

By:   
Amy Takacs, President

By:   
Dr. Richard E. Jetter, Interim Superintendent of Schools

By:   
Barbara Wagner, Chair Person

# INDEX

PREAMBLE.....	1
ARTICLE I RECOGNITION .....	1
ARTICLE II PRINCIPLES.....	1
ARTICLE III DUES DEDUCTION .....	1, 2
ARTICLE IV ANNUITIES.....	2
ARTICLE V HEALTH REQUIREMENTS .....	2
ARTICLE VI ABSENCES AND LEAVES .....	2, 3, 4
Section I Maternity-Child Care Leave.....	2
Section II Illness and Bereavement Leave.....	2
Personal Illness .....	2
Sick Leave Bank.....	2, 3
Bereavement Leave.....	3
Section III Leaves for Professional Purposes .....	3
Section IV Visiting Days.....	3
Section V Accidents .....	3
Section VI Jury Duty .....	3
Section VII Individual Leave of Absence .....	4
Section VIII Special Leave .....	4
Section IX Part-Day Absences.....	4
ARTICLE VII PROTECTION OF EMPLOYEES.....	5
ARTICLE VIII PERSONNEL FILES.....	5
ARTICLE IX HEALTH BENEFITS.....	5
ARTICLE X TRANSFERS.....	5, 6
ARTICLE XI LAY OFF .....	6
ARTICLE XII ONE TWENTY-FIVE PLAN .....	6
ARTICLE XIII HOLIDAYS .....	6
ARTICLE XIV WORKING HOURS.....	6
ARTICLE XV RETIREMENT .....	7
Section I Unused Sick Leave.....	7
Section II Availability.....	7
Section III Eligibility.....	7
Section IV Benefits.....	7
Section V Statute or Regulatory Requirement.....	7
ARTICLE XVI JOB VACANCIES .....	7
ARTICLE XVII SALARY.....	8, 9
ARTICLE XVIII DIRECT DEPOSIT & PAY SCHEDULE .....	9
ARTICLE XIX GRIEVANCE PROCEDURE .....	9
ARTICLE XX SCOPE & DURATION OF AGREEMENT .....	10