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<td><strong>Employer Name:</strong> Gananda Central School District</td>
</tr>
<tr>
<td><strong>Union:</strong> Gananda Central School Unit, CSEA, AFSCME, AFL-CIO</td>
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AGREEMENT

This agreement made by and between the Gananda Central School District (hereinafter called the "district"), and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Wayne County Local 859, Gananda Central School Unit, (hereinafter called the "CSEA" or "association") this 25th day of June 2008 is as follows:

ARTICLE 1
RECOGNITION

Section 1. Recognition

The Gananda Central School District Board of Education hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Wayne County Local 859, Gananda Central School District Unit, as the exclusive bargaining agent for a unit composed of all supportive staff except the Secretary to the Superintendent, Secretary to the Business Official, the Senior Account Clerk, student workers, substitutes and summer workers.

Section 2. Period of Unchallenged Representation Status

The period of unchallenged representation status for the CSEA shall be for the maximum period permitted by law.

Section 3. Rights of Union

In accordance with the Public Employees Fair Employment Act, Article 14 of the New York State Civil Service Law, recognition is for the purpose of representing the above-
mentioned support staff (including Teaching Assistants) in negotiations and in the
settlement of grievances and all other terms and conditions of employment.

Section 4. No Strike Pledge

During the term of this agreement, CSEA and the employees it represents agree
that they will not engage in a strike nor cause, instigate, encourage or condone a strike.
For the purpose of this section, a strike shall include a sit-down, a concerted effort on the
part of employees to slow down the progress of work activities, a walk-out or a work
stoppage.

Section 5. No Lockout Pledge

The district shall not lock out the employees covered under this agreement.

Section 6. Rights of Representatives of CSEA

Representatives of the CSEA shall have the right to visit employees at work so long
as such visit does not interfere with the employee's work. Representatives shall report
their presence to the Building Principal prior to visiting said employees.

Section 7. Bulletin Boards

CSEA shall have the right to use the schools' bulletin boards in staff lounges to post
CSEA material so long as such material is not derogatory or controversial.

Section 8. Rights of the Employees

Any employee covered by the provisions of this agreement shall be free to join or
refrain from joining the CSEA without fear of coercion, reprisal, or penalty from the CSEA
or the district.

Section 9. Union Activity of Employees Who Join CSEA

2
Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the district or its agents.

ARTICLE 2

DUES DEDUCTION-PAYROLL DEDUCTION

Section 1. Dues Checkoff and Authorization

The District agrees to deduct from the salaries of its employees dues for the association and premiums for insurance sponsored by the association as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the association. Authorizations shall be in writing.

Section 2. Names of Employees Hired and Who Terminate Employment

The district agrees that within thirty (30) days after the hiring or termination of an employee, it will furnish the association president with a copy of the civil service appointment form.

Section 3. Agency Shop

CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wages or salary of employees of said bargaining unit who are not members of CSEA, the
amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington, Albany, New York, 12220.

ARTICLE 3

JOB PROTECTION

Section 1. Any employee covered under the terms of this agreement who has a right to the procedures of section 75 of the Civil Service Law or Section 3020-a of the Education Law shall be subject to the following disciplinary procedure in full substitution for and satisfaction of the procedures and rights provided by the above mentioned laws. Any employee in the non-competitive class who would be covered by subdivision 1.c. of Section 75 of the Civil Service Law after five years of continuous service shall be subject to the following disciplinary procedure after three years of continuous service in the non-competitive class. Any employee in the labor class shall be subject to the following disciplinary procedure after five years of continuous service, except that the arbitration provided by Section 6 shall be advisory only.

Section 2. When the employer seeks the imposition of (a) written reprimand, (b) a suspension without pay for ten (10) days or less, or (c) a fine not to exceed $200 on the grounds of incompetency or misconduct, the employer will impose such penalty immediately upon written notice to the employee of the specific grounds for such penalty. Such penalty shall be subject to review through binding arbitration conducted according to the rules for labor arbitration of the American Arbitration Association.
Section 3. When the employer seeks any more severe penalty or dismissal on the grounds of incompetency or misconduct, the following procedure shall be followed:

Section 4. The Superintendent shall serve the employee with a written statement of the charge(s) and the proposed penalty. If the charges are not served personally, they shall be sent to the home address of the employee by registered return receipt mail. A copy of the charge shall also be served upon or mailed to the association president.

Section 5. The employee shall have ten business days to demand arbitration of the charge(s) and proposed penalty, not including the day upon which the employee is served. Demand shall be made by serving a written demand for arbitration upon the Superintendent in accordance with the rules of the labor arbitration of the American Arbitration Association.

Section 6. The arbitration shall be conducted in accordance with the rules of labor arbitration of the American Arbitration Association. The arbitrator's fees and the administrative costs of the arbitration shall be shared equally by the Association and the District. The decision of the arbitrator shall be final and binding except that in the case of an employee in the labor class covered by this article the decision of the arbitrator shall be advisory only.

Section 7. The employer may impose the penalty proposed under Section 4 above either upon the failure of the employee to timely demand arbitration or upon receipt of the arbitrator's award.

ARTICLE 4

SENIORITY
Section 1. Seniority shall be the total uninterrupted full-time service to the District in the most recent job title. If there is an interruption of an employee's service to the District of one (1) year or less, and an employee has been duly reinstated in accordance with Civil Service Law, the employee's seniority will continue.

If an employee is granted unpaid leave of absence his seniority shall be frozen as of the date of the first day of his leave.

Section 2. Shift Work Seniority

If it is necessary to assign someone to shift work (other than the regularly assigned shift person), volunteers will be asked first. If there are no volunteers, the least senior person will be assigned first. If there are volunteers for the assigned shift work (shift work pays a premium), the most qualified senior person will be assigned.

ARTICLE 5
LAYOFFS AND RECALL

Section 1. All layoffs within noncompetitive or labor class titles shall be in reverse order of seniority. Recall shall be in order of seniority in that the last employee laid off will be the first recalled providing the layoff has been for four (4) years or less.

ARTICLE 6
CALL-BACK PAY
Section 1. Employees called back to work after the completion of their regular work day or shift shall receive a minimum of two (2) hours' pay at 1-1/2 times regular hourly rate. This provision shall apply only in the event an employee completes his regular work shift. Extension of regular hours of work upon notice prior to the end of the work day or shift shall be considered overtime and the two (2) hour minimum shall not apply.

ARTICLE 7
RETIREMENT

Section 1. The District shall provide Section 75-i of the New York State Retirement System. In addition to the above, the District shall provide Section 60-b of the Retirement and Social Security Law which provides for a maximum death benefit of twenty-thousand dollars ($20,000.00).

The District shall provide an additional Section 41-j which provides for the application of unused sick leave as additional service credit upon retirement up to a maximum of one hundred sixty-five (165) days.

ARTICLE 8
EMPLOYEE ORGANIZATIONAL LEAVE

Section 1. The Association president or designee will be granted up to three (3) days with pay during each school year for lawful Association activities. The Association will give, when possible, at least three (3) days prior notice to the Superintendent. A substitute, if any, will be paid by the District. The Association will reimburse the District for the unit member's pay for such leave within the next pay period.

ARTICLE 9
VACANCIES

Section 1. A notice of any vacancies in existing or newly established positions within the bargaining unit, will be announced by appropriate description posting in all school buildings.

Any employee who moves from a part-time position to a full-time position may be granted credit for part-time service for the purpose of determining salary and benefits only, not seniority.

Any employee who moves from a part-time position to a full-time position will receive one-half (1/2) credit for accumulated sick leave.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. Grievance - Definition/Filing Grievance

A grievance is the complaint by an employee or group of employees of an alleged violation of any of the terms and conditions of this agreement between the District and the Association.

No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available stage within fifteen (15) business days after the aggrieved party knew or should have known of the act and condition on which the alleged grievance is based.

Section 2. Grievance Procedure

Step 1: Any employee having a grievance will discuss it with his immediate supervisor, directly, or through a representative of the association, with the view of settling the grievance informally.
Step 2: If the grievance is not resolved informally, it may be reduced to writing and submitted to the Superintendent who shall render his decision within five (5) business days. If the grievance is not resolved at Step 2, the grievant may submit the grievance to arbitration.

Step 3. Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party.

The parties shall be bound by the rules and procedures of the Public Employment Relations Board.

The arbitrators shall be bound by the applicable substantive law in effect at the time the grievance occurs, provided the award is based on substantial evidence. The decision of the arbitrator shall be advisory.

Section 3. Authority of Arbitrator/Decision of Arbitrator/Costs of Arbitration.

The arbitrator shall have no authority to add to, detract from or amend in any way the provisions of this agreement.

The decision of the arbitrator shall be advisory.

The costs for the services of the arbitrator, including expenses, shall be borne equally by the District and the Association.
Section 4. Representation

All parties to the grievance shall have the right, at all stages of a grievance, to be represented by an attorney, or a representative of his choice, and at all stages after stage one shall have the following rights: to confront and cross-examine all witnesses called; to testify and call witnesses on his own behalf; and to be furnished with a copy of any minutes of the proceedings which may be made.

ARTICLE 11

HEALTH INSURANCE

Section 1. Membership in the Non-Monroe County Municipal District Program known as Blue Cross/Blue Shield Blue Point 2, $15 co-pay and $5/20/35 three-tiered drug rider Plan or program providing equal or better benefits is available to employees as follows:

A. Until June 30, 2006 unit members working 32+ hours per week will pay one percent (1%) of their annual base wages toward the cost of the District health insurance plan they participate in. Effective July 1, 2006 the employer will pay 95% of health insurance premiums and employee will pay 5% for unit members who commenced service before July 1, 2006. Employees hired on or after July 1, 2006 will pay 15% of the cost of health insurance premiums and the District will pay 85%.

<table>
<thead>
<tr>
<th>Employees Regularly Assigned and Working</th>
<th>District Will Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>16+ - 24 hours per week</td>
<td>50%</td>
</tr>
<tr>
<td>24+ - 32 hours per week</td>
<td>75%</td>
</tr>
</tbody>
</table>
This benefit will be for all employees who work the school year or more (ten-twelve-month employees).

B. Unit members wishing to become members of any other health insurance plan may do so. The district shall contribute to this type of health plan an amount equal to the premium paid for the above health insurance.

In the event the District wishes to change insurance programs, the District shall notify the Association of its intentions to change. After full and complete disclosure of all necessary facts, information and figures, the Association shall have thirty (30) days to present its opinion on the change.

Section 2. Employee Assistance Program

The District is enrolled in the BOCES sponsored Employee Assistance Program or equivalent and will maintain such enrollment for the benefit of the employees in the unit.

Section 3. Dental Insurance

Employees may have the option of dental insurance at the employee expense if the District subscribes to a plan that allows it.

Section 4. Retirees

Retiring employees will be allowed to continue group health insurance with the District paying the following percentages of the premium in effect at the time of retirement:

Full-Time Employees - Twelve-Month Employees 37.5 Hours/More

25% - After completing 10 years of service
50% - After completing 15 years of service
75% - After completing 20 years of service
100% - After completing 25 years of service

Part-time Employees
25% - After completing 10 years of service x Average F.T.E.*
50% - After completing 15 years of service x Average F.T.E.*
75% - After completing 20 years of service x Average F.T.E.*
100% - After completing 25 years of service x Average F.T.E.*

*Based on 37.5 Hours Per Week - Twelve Months a Year

For retirees eligible for Medicare the District’s contribution will be based on the premiums for persons enrolled in Medicare.

ARTICLE 12

VACATION

Section 1.
A. Full-time, twelve months per year, employees with one through three years of continuous service, full time with the District shall receive ten (10) days of paid vacation annually.

Part-time, twelve months per year, employees, .50 F.T.E. or more with one through three years of continuous service shall receive their F.T.E. x ten (10) days' paid vacation annually. (e.g., .50 F.T.E. receives ten (10) half-days of vacation.)

B. Employees hired after July 1, 2008 will receive 10 paid vacation days during their first five (5) years of service.

Section 2.
A. Full-time, twelve months per year, employees with four to eight years of continuous service, full time with the District shall receive fifteen (15) days of paid vacation annually.

Part-time, twelve months per year, employees, .50 F.T.E. or more with four to eight years of continuous service shall receive their F.T.E. x fifteen (15) days' paid vacation annually.

B. Employees hired after July 1, 2008 will receive fifteen (15) days of paid vacation during years 6-14 of service.

Section 3.

A. Full-time, twelve months per year, employees with nine or more years of continuous service, full time with the District shall receive twenty (20) days of paid vacation annually.

Part-time, twelve months per year, employees, .50 F.T.E. or more with nine or more years of continuous service shall receive their F.T.E. x twenty (20) days paid vacation annually.

B. Employees hired after July 1, 2008 will receive twenty (20) days of vacation after fifteen (15) or more years of service.

The anniversary date for determination of a full year of service is July 1. Normally, vacation shall be taken in the fiscal year after it is earned. This means no vacation during the first fiscal year of employment. Further vacation time may not be accumulated or carried over to a later fiscal year, unless special approval is given by the Superintendent.

Section 4. In the event of a resignation, termination, or retirement, the employee shall be paid for earned but unused vacation time provided at least two weeks' written notice is given.
Section 5. An employee whose first year of service covers less than the full twelve-month period of July 1 through June 30 shall receive prorated vacation for the year as follows:

<table>
<thead>
<tr>
<th>Full Months Employed</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>8</td>
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<td>9</td>
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<td>4</td>
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<td>5</td>
<td>3</td>
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<tr>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>less than 3</td>
<td>0</td>
</tr>
</tbody>
</table>

For the purpose of determining eligibility of paid vacation (Sections 1 and 2) the employee will be credited with a year if their service starts before February 1st. If such service began on or after February 1, no service credit for the purposes of determining paid vacation (Sections 1 and 2) above will be given.

Section 6. Vacation time will normally be given during the summer (July and August). An attempt will be made to accommodate specific (weeks) requests. However, if a conflict occurs based on management judgment, employee seniority and the school's best interests will overrule. Taking of individual days off, i.e., Mondays and Fridays, will be discouraged.
Section 7. When requesting vacation time or unpaid leave, seniority within the department will take precedence. Where possible, it is suggested the employees work out the request amicably within the department. It must be understood the district will approve or disapprove vacation/leave requests dependent upon manpower coverage of the department. Thus, in certain circumstances, two employees within the same department may not be approved for the same vacation/leave time.

ARTICLE 13

SICK LEAVE

Section 1. Each full-time and *regular part-time Civil Service employee is granted paid sick leave for temporary physical disabilities requiring absence from normal duties according to the following table:

<table>
<thead>
<tr>
<th>Full Months Employed</th>
<th>Sick Days or Hour Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>11</td>
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<tr>
<td>11</td>
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<td>9</td>
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</tr>
<tr>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>
Sick leave may also be used to care for immediate family members including spouse, child, sibling, parent, grandparent, grandchild, significant other or any other member of the employee’s household.

“Definition of "regular part-time employee" for the terms of this benefit is "regular part-time employees 16 hours minimum to 24 hours maximum per week on the payroll on a regular basis ten months or more a year."

Section 2. Sick leave days unused at the end of each school year shall be accumulated up to a total not to exceed two-hundred (200) days per employee. Regular part-time employees employed less than one year sick leave will be prorated.

Section 3. The Board of Education reserves the right to require an employee to provide a physician's verification of an absence when an employee is absent for three (3) or more consecutive days.

Section 4. Family and Medical Leave Act

Notwithstanding any other provisions of this Agreement, the Employer may take action that is in accordance with what is permissible under the Family Medical Leave Act in order to be in compliance with the Act so long as it does not diminish or alter any current statutory benefit.

Section 5. Cancer Screening

In accordance with New York State Law, female employees will be entitled to up to four hours of paid leave annually, without charge to leave credits, for breast cancer screening during their regular work hours. Male employees will be entitled to up to four
hours absence for breast cancer screening and up to four hours absence for prostate screening.

ARTICLE 14
HOLIDAYS

Section 1. The following holidays are paid for staff eligible for four (4) paid holidays:

- Thanksgiving Day
- Christmas Day
- Good Friday
- Memorial Day

Section 2. The following holidays are paid for staff eligible for five (5) paid holidays:

- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Good Friday
- Memorial Day

Section 3. Paid Holidays

Full-time employees and regular part-time employees (see Article 13) will be eligible for paid holidays as follows. The holiday schedule will be mutually agreed to.

- 160-179 day employees - two (2) paid holidays
- 10 month employees - four (4) paid holidays
- 11 month employees - five (5) paid holidays
12 month employees - fourteen (14) paid holidays (hired prior to July 1, 2008)
12 month employees - twelve paid holidays (hired after July 1, 2008)

*To be eligible for paid holidays the employee must work or be on approved leave the work
days surrounding the holiday.

**The specific paid holidays will be published annually.

ARTICLE 15

MILITARY DUTY

Section 1. Any Civil Service employee who is a member of the U.S. Reserve Forces or
the State National Guard is entitled to leave for the duration of ordered military duty with full
pay for not more than thirty (30) days.

Any Civil Service employee who is inducted into any branch of the armed forces of
the United States shall be entitled to special leave and to be reinstated in his position upon
termination of military service if such termination occurs within four years of the granting of
the leave and reinstatement is requested within thirty (30) days of such termination. Upon
return from such leave, an employee will be placed on the salary schedule at the level
which he would have achieved had he remained actively employed in the system during
the period of his absence.

ARTICLE 16

CHILD CARE LEAVE

Section 1. For full-time regularly employed employees with one year of experience or
more:

a. Unpaid leave up to a maximum duration of two (2) years for child care
purposes shall be granted by the Board of Education after application in
connection with the birth of a child or the adoption of an infant under six years of age.

b. Requests for child care leave shall be submitted in writing, as soon as practicable, to the Superintendent. The Superintendent shall likewise be notified in writing of the pendency of an adoption process.

c. At the time of initial requests for child care leave, the unit member shall include a written statement of the intended date of return. A written statement must be transmitted to the Superintendent at least sixty (60) days in advance of any amended date of return.

ARTICLE 17
BEREAVEMENT LEAVE

Section 1. In the event of a death in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, step-mother, step-father, grandchild, grandparents, in-laws, or other relative who is an actual member of the employee's household), such employee shall be granted three (3) consecutive calendar days of bereavement leave with pay, to be taken at the time of death.

ARTICLE 18
PERSONAL LEAVE

Section 1. Paid personal leave days or hour equivalent shall be granted as follows:

a. Full-time twelve-month employees (1900+ hours) hired before July 1, 2008 will be eligible for four (4) personal days.

b. Full-time twelve-month employees (1900+ hours) hired after July 1, 2008 will be eligible for three (3) personal days.
c. Full-time ten-month employees hired before July 1, 2008 will be eligible for three (3) personal days.

d. Full-time ten-month employees hired after July 1, 2008 will be eligible for two (2) personal days.

e. Full time equivalents will be determined as follows:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>1.0 F.T.E. Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Clerk</td>
<td>7.5 hrs./work day x 260 days/yr</td>
</tr>
<tr>
<td>Audio Visual (AV) Aide</td>
<td>7.5 hrs./work day x 185 days/yr</td>
</tr>
<tr>
<td>Auto Mechanic</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Building Maintenance Helper</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>8.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Bus Monitor</td>
<td>8.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Cleaner</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Cook- Manager</td>
<td>8.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Courier</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Computer Services Assistant</td>
<td>7.5 hrs./work day x 185 days/yr</td>
</tr>
<tr>
<td>Food Service Helper</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Health Aide</td>
<td>6.5 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Library Aide</td>
<td>7.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Library Assistant</td>
<td>7.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Library Clerk</td>
<td>7.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Nurse</td>
<td>7.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Public Relations</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Receptionist</td>
<td>6.5 hrs/work day x 185 days/yr</td>
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<tr>
<td>School Monitor</td>
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<tr>
<td>Sr. Cleaner</td>
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<tr>
<td>Sr. Typist</td>
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</tr>
<tr>
<td>Teacher Aide</td>
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</tr>
<tr>
<td>Teacher Assistant</td>
<td>7.0 hrs/work day x 185 days/yr</td>
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<tr>
<td>Typist</td>
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</tr>
<tr>
<td>Account Clerk</td>
<td>7.5 hrs./work day x 260 days/yr</td>
</tr>
<tr>
<td>Audio Visual (AV) Aide</td>
<td>7.5 hrs./work day x 185 days/yr</td>
</tr>
<tr>
<td>Auto Mechanic</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Building Maintenance Helper</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>8.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Cleaner</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Cook- Manager</td>
<td>8.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Courier</td>
<td>8.0 hrs/work day x 260 days/yr</td>
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<tr>
<td>Computer Services Assistant</td>
<td>7.5 hrs./work day x 185 days/yr</td>
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<td>Food Service Helper</td>
<td>8.0 hrs/work day x 185 days/yr</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td>8.0 hrs/work day x 260 days/yr</td>
</tr>
<tr>
<td>Health Aide</td>
<td>6.5 hrs/work day x 185 days/yr</td>
</tr>
</tbody>
</table>
d. Personal days/hour equivalents are not available to persons working less than .33 time.

**Section 2.** Personal leave days are to be requested in writing three (3) working days in advance of the date requested (except in emergencies):

a. Such written request is to be filed with the Superintendent or his designee;

b. Such requests will state reason for personal day if used before a holiday.

**Section 3.** Unused personal days/hour for full-time employees (only) are to be accumulated into the employee's sick leave total at the end of each year.

**Section 4.** Personal days are intended for use when legal, personal business on family matters, including illness of persons residing in the same household, require absence during school hours and are not intended for recreational use or to extend vacations.

**ARTICLE 19**

**JURY DUTY**

**Section 1.** A unit member called for jury duty in any court of record and thereby required to attend on such service during their normal shift will continue to receive his full pay from the district during the time of such service.

**ARTICLE 20**

**DIRECT DEPOSIT**

**Section 1.** All employees have the opportunity to use the direct deposit of their paycheck with any bank doing business in New York State. (See Payroll Clerk for details.)
Section 2. Payroll Deductions

Payroll deductions will be made for federal and state income taxes and social security. Payroll deductions may be requested for tax-sheltered annuities, H.M.O. hospitalization plan, and Wayne County Credit Union.

ARTICLE 21
INFORMATION

Section 1. On July 1st of each year, the District shall provide a list of all employees in the bargaining unit to the Association President showing the employee’s full name, home address, social security number, job title, work location, membership status, insurance deduction and the first date of employment.

ARTICLE 22
CAFETERIA

Section 1. Use of Kitchen

If an organization has requested and been approved for use of the kitchen during non-student hours at least one regular cafeteria worker will be present. This assumes that preparing and serving food is involved. The cafeteria worker will be paid the next premium unless they volunteer their time. The cafeteria manager will make the employee assignment.

ARTICLE 23
CHAPERONING

Section 1. Any supportive staff employee approved to chaperone a school event, he/she will receive the same rate of pay as negotiated in the teacher contract.
ARTICLE 24

EMERGENCY CLOSING

Section 1. If school is closed due to inclement weather or emergency, all maintenance and cleaning workers are required to work, unless excused. If the Superintendent does not require maintenance and cleaning workers to work, they will be paid their normal rate for the closing, and hours worked by employees prior to that decision will be paid at 1.5 times the employees normal rate. All other hourly paid supportive staff (10-month and 12-month) will not report to work unless there is a specific request from the Superintendent. Employees who do not work will be paid their normal rate for the closing (subject to the adjustment provided below for 10-month employees).

Ten (10) month unit members’ pay will be calculated on a basis of a 185 day year. Year-end adjustments for emergency closing days will be made only in the event of more than three such days. Each day above 3 will result in a deduction of 1/185th of salary. Deductions will be made in the final June paycheck. If, due to emergency closings, the District needs to make up student days to meet State minimum attendance requirements, employees may be required to work up to three make-up days without additional compensation.

ARTICLE 25

BREAK AND LUNCH TIME
Section 1. Any employee working MORE THAN four (4) consecutive hours is entitled to a paid ten-minute break. An employee working 7-1/2 - 8 hours is entitled to two (2) paid ten-minute breaks and one-half hour unpaid lunch time.

Section 2. Teacher Assistants shall be granted one instructional period each day for planning purposes.

ARTICLE 26
TUITION REIMBURSEMENT

Section 1. Tuition Paid Courses

The Gananda Central School District Board of Education encourages all its employees to improve their job skills qualitatively and quantitatively. The Board of Education thus approves tuition reimbursement for full-time staff personnel, who satisfactorily complete an administration approved course.

a. The criteria for eligibility for course reimbursement is as follows:

1. The course content can clearly be demonstrated to assist or improve the employee in his/her present position. The burden of demonstrating this is on the employee.

2. The employee must be permanently approved (Civil Service).

3. The course must have prior approval from both the immediate supervisor and the Superintendent.

4. Courses have to be completed and receive a final grade of (at a minimum) satisfactorily completed: e.g., satisfactorily completed - passing and/or grades C, B, A.
Section 2. The maximum number of courses to be reimbursed will be nine (9) semester hours (credit hours) for any employee in a calendar year.

Section 3.
   a. Employee working less than 20 hours per week for the school year would not be eligible.
   b. Employee working 20 to 30 hours per week would be prorated on a percentage of actual work hours, divided by full-time hours (40), e.g., 20-hour employee receives 50% reimbursement.
   c. Employees hired on or after 7/1/05 will not be eligible for tuition reimbursement.

Section 4. Employees hired prior to 6/30/05 who take and pass the NCLB exam will be reimbursed the full amount of the test fee if completed by 7/1/06 and then sunset.

ARTICLE 27

WAGES

Section 1. All unit members will receive hourly rate or annual salary increases of 4% for the 2008-09 and 2009-10 school years. No further salary increase shall be granted unless contained in a successor agreement.

Section 2. Unit members who commence service on or after July 1, 2004 will receive starting rates in accordance with the attached schedule (Appendix 1).

Section 3. The district shall provide for a flexible spending account at no cost to employees and will contribute to each unit employee's account, Part D, the following:

2008-2009 $300.00
Section 4. Night Rate

A $.50 per hour premium will be paid for all hours worked in regular second shifts. This does not apply to workers whose shift extends beyond the start of second shift. It will be paid for nights worked. Thus, if a cleaner works days during the vacation or as a substitute for a daytime person, the cleaner would not receive the premium. Conversely, if a daytime cleaner substituted for an evening shift, the substitute would be paid the premium.

Section 5. Cafeteria Workers

If a food service helper is required to work for an evening event in preparing/serving food, a night premium will be paid as outlined above. It is understood the food service helper may volunteer their time. Night shift is defined as 2:30 p.m. - 11 p.m.

Section 6. Driver “Show-up Pay”

Bus Drivers will receive one (1) hour of “show-up pay at $9.00 per hour if schools are closed due to inclement weather and notification to drivers is made after 5:45 a.m. and if field trips are canceled at the time of the scheduled departure.

Section 7. Driver Pay for Field Trips
The hourly rate for field trips shall be the starting rate for regular driving assignments as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
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<tbody>
<tr>
<td>2008-2009</td>
<td>$13.00/hour</td>
</tr>
<tr>
<td>2009-2010</td>
<td>$13.52/hour</td>
</tr>
</tbody>
</table>

Section 8. Driver Pay for CDL Training

Drivers will be paid at $9.00 per hour for the annual two-hour refresher course. Drivers who take the twenty-hour CDL training for a new license will be paid $9.00 per hour for such course after the completion of one year of service with the district.

Section 9. Teaching Assistants Serving in Place of Substitute Teacher

Any teacher assistant assigned by a building administrator to a class for one period equivalent or more in lieu of a substitute teacher shall be paid $4.50 per period (40 minutes) to that assistant’s regular hourly rate.

Section 10. Work Year

The work year for ten (10) month unit members, in addition to student attendance days and paid holidays, shall include all school start-up days prior to the first student day of each school year plus two (2), or the equivalent of two, Superintendent conference days per year for the purpose of inservice training. Attendance shall be mandatory on such days and employees will be paid only if they attend. Paid leave allowances will not apply on such days.

ARTICLE 28

OVERTIME

27
Section 1. The Board of Education will pay time and one-half for any administration
approved time worked over a 40-hour week, including paid holidays.

Overtime is to be approved by the employee's supervisor (unless there is an
emergency). Overtime is paid after 40 hours regular time are worked, including paid
holidays.

Overtime will be requested by supervisor on a rotating basis. (The Supervisor will
keep a public record chart.) The dates of overtime will be recorded. If overtime is refused
by everyone, the first person asked is required to work.

ARTICLE 29
C.D.L. DRUG/ALCOHOL TESTING PROCEDURE

This is a Memorandum of Agreement between the Superintendent of the Gananda
Central School District (hereinafter “District”) and the CSEA, Inc., Gananda Central School
District Employee Unit, Wayne County Local 859 (hereinafter “CSEA”) with regard to the
impact of the District’s drug and alcohol testing policy. This Memorandum of Agreement
must be read alongside the policy of the Board of Education as well as the collective
negotiating Agreement of 1993-96 in effect between the parties, or any successor
agreement.

The parties agree as follows:

Any unit member who engages in prohibited conduct is subject to discipline up to
and including discharge from employment in accordance with the following procedures.

a) Article 3 for those entitled to the procedures provided therein.

b) Any other employee who has engaged in prohibited conduct is entitled to a
minimum due process meeting with the Superintendent of Schools during which
the District shall detail the reason for the discharge or discipline as well as the evidence against the employee. The employee will have the opportunity to respond and to offer explanation.

2. Cost of testing
   a) The District agrees to pay for alcohol breath (and other Federally approved) tests and for the primary split sample vial testing of urine with regard to controlled substances for random testing, reasonable suspicion testing, post-accident testing and return to duty testing.
   b) If a unit member's primary split sample test of urine is positive, the unit member may request the Medical Review Officer to have the secondary split sample vial tested within the time period specified in the Federal law and regulations. The unit member making the request for the test of the secondary split sample specimen must pre-pay all of the cost associated with this secondary split sample vial test. If the results of testing this secondary split sample vial are negative, the District agrees to reimburse the unit member for the pre-paid costs of testing.
   c) Any unit member required to take a random, reasonable suspicion, post-accident, and/or return to duty test will be in a paid status for however long it takes to complete the testing up to three (3) hours if the testing occurs at a time when the unit employee is not on duty.

3. Union Representation
   a) A unit employee can consult with a union representative or private attorney prior to, contemporaneous with or after being tested and the person consulted may
be present for the testing, as long as the process or contesting and consulting
does not interfere with, obstruct, prevent or unreasonably delay testing of the
unit member.

b) Union representatives who are unit employees of the District who consult with or
accompany any unit employee who is or has been subject to testing may use
Association time in accordance with and as authorized by Article 8, of the 1993-96 Agreement.

4. Post-accident Testing as defined by Regulation

a) A unit member may call or consult with a union representative or private attorney
as long as the process of contacting and consulting does not interfere with,
obstruct, prevent or unreasonably delay testing of the unit member.

b) Release regarding Post-accident testing by other agencies. Each unit member
who holds a commercial drivers license shall sign a release allowing the District
to obtain any test results from state, local or federal officials with regard to any
breath, blood or urine tests for the use of alcohol and/or for the use of controlled
substances which the unit member has been subject to in a post-accident
setting.

5. Reasonable Suspicion Issues

a) The determination for the need for drug and alcohol testing will be made on the
basis of reasonable suspicion as specified in the Federal law. A trained District
supervisor or administrator is to make the determination of the need for
reasonable suspicion testing by the school district. For each reasonable
suspicion determination after which testing is ordered for controlled substances
(also known as drugs), the District official making the determination will file a written summary on the basis for reasonable suspicion in accordance with the Federal regulations. After the test results have been received by the District, the summary is available upon request by the tested unit member and his union representative. There is a strong preference for a written request for the summary.

b) The District will train several persons in reasonable suspicion training. The training shall be as required by law. Currently the District has provided reasonable suspicion training for the transportation supervisor/Business Manager. The parties agree that the persons currently trained are the District officials charged with making the determination of reasonable suspicion for testing. Should the District train other officials to make reasonable suspicion determinations, the District will notify the Association in writing of the names of such individuals who have completed the reasonable suspicion training and of its intent that they be authorized to make reasonable suspicion determinations. Such individuals shall be deemed authorized to make reasonable suspicion determinations commencing seven days after receipt of such notice by the Association. Individuals making reasonable suspicion determination should not be members of the bargaining unit.

c) When a unit member must leave the work site to be tested, the District agrees to make arrangements for transportation the unit member to the test location as well as for the unit member’s return transportation to the work site. Should the unit member be returned and be unable to operate a motor vehicle the District
will make a telephone available for the unit member to obtain alternative transportation home.

d) The District agrees that supervisors and administrators who make the determination of the need for reasonable suspicion testing are to receive the training as required by law every year.

e) 6. Substance Abuse Professionals (SAPS).

a) The District agrees to compile and have on hand a list of names and addresses and telephone numbers, if available, of SAPS which will be given to any unit employee who has engaged in prohibited conduct and with regard to any unit employee who tests between 0.02 and 0.039 in an alcohol test.

b) The cost of any SAP evaluation and/or prescribed treatment is to be borne by the affected employee. If a unit member is enrolled in the District's health care plan, the unit member may avail himself/herself of those health care benefits, if any, which apply to any substance abuse evaluation and/or treatment prescribed by the SAP.

c) Any unit member who tests positive for controlled substances or whose testing shows a blood alcohol concentration of 0.02 or more will be given the name and telephone number of a person from the employee assistance program.

7. Mandatory Suspension

If a unit member is tested and has a blood alcohol content between 0.02 and 0.039, the Federal law states that any such unit employee must be removed from safety sensitive duty for at least 24 hours or until the unit member’s next schedule don-duty time, whichever is longer. Any unit member whose alcohol test indicates a blood alcohol content of
between 0.02 and 0.039 will be sent home without pay for the time period of at least 24 hours or until the unit member’s next scheduled on-duty time, whichever is longer.

8. Random Testing Issues

With regard to random testing, the District will adhere to the percentages of unit employees to be tested within the time frames as indicated in the Federal law and regulations agrees generally not to exceed the percentages of employees to be tested within the time frames indicated, however, the parties agree and acknowledge that it is not possible to meet exact percentages to be tested due to such variable factors as absence and due to the fact that the number of employees to be tested are not always divisible to even percentages such as 25%. Such variations due to necessary rounding do not serve to invalidate any such testing or the results of such testing.

9. Distribution of Memorandum of Agreement.

The distribution to each member of the negotiating unit who drives commercial motor vehicles of the District’s Board of Education Policy on Drug and Alcohol Testing for School Bus Drivers will be accompanied by a copy of this Memorandum of Agreement.

10. Change in Board of Education Policy

Should the District adopt any changes or revisions to the terms of the Board of Education Policy on Drug and Alcohol Testing for School Bus Drivers, the District agrees to meet and negotiate with the CSEA with regard to the impact of any such changes upon terms and conditions of employment of unit members.

11. Savings Clause

If any provision of this Memorandum of Agreement is found to be contrary to law or federal regulation, then such provision shall not be enforced or enforceable, but all other
provisions contained in this Memorandum of Agreement shall continue in full force and
effect.

12. **Incorporation of Memorandum into Agreement.**

   This Memorandum of Agreement is to be treated as a new portion of the 1993-96
Agreement between the parties.

13. **Effective Date**

   This Memorandum of Agreement is effective immediately.

**ARTICLE 30**

**CLOTHING ALLOWANCE**

**Section 1. Cafeteria Staff**

Cafeteria staff will be provided five (5) shirts with name tags. A replacement policy
will be determined by the District in consultation with the Association. Any unit member
who fails to complete the probationary period must return their shirts or reimburse the
District for the cost of the-shirts.

**Section 2. Cleaners/Custodians, Maintenance and Grounds, Mechanics**

Cleaners/custodians will be provided the following clothing allowance for District-
approved work related clothing upon completion of the probationary appointment. The
District will open accounts for specific items (ie: shoes, gloves, etc.). In addition, due to the
nature of their work, uniforms will be provided for garage mechanics and maintenance and
grounds personnel.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2008-2009</td>
<td>$175</td>
</tr>
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<td>2009-2010</td>
<td>$175</td>
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</table>
ARTICLE 31
MISCELLANEOUS

Section 1. Conformity to Law

If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extend permitted by law, all other provisions of this agreement shall continue in full force and effect.

Section 2. All Items Negotiated

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and, therefore, agree that negotiations will not be opened on any item whether contained herein or not until a new contract is negotiated, unless agreed to by both parties.

Section 3. Legislative Action

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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

This agreement shall become effective July 1, 2008 and will continue in full force and effective until midnight June 30, 2010.

Negotiations for any subsequent agreement shall be pursuant to law.

This agreement constitutes the entire agreement between the parties.
IN WITNESS WHEREOF, the parties and their respective representatives have executed this agreement the day and year first above written.

GANANDA CENTRAL SCHOOL DISTRICT

_____________________________________
Superintendent

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.
Local 1000 AFSCME, AFL-CIO
Wayne Co. Local 859

GANANDA CENTRAL SCHOOL
DISTRICT UNIT

_____________________________________
Unit President

_____________________________________
Collective Bargaining
Specialist
Starting Rate Chart

<table>
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</table>

Starting rates for non-specified positions will be determined as needed. Starting rates will be no higher than the rate of the last incumbent or current district employee holding that position.
<table>
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<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
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<tbody>
<tr>
<td>1</td>
<td>Recognition</td>
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<td>Article 25</td>
<td>Break and Lunch Time</td>
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<td>Article 26</td>
<td>Tuition Reimbursement</td>
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<td>Article 29</td>
<td>C.D.L. Drug/Alcohol Testing Procedure</td>
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<td>Article 30</td>
<td>Clothing Allowance</td>
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<tr>
<td>Bereavement Leave and Lunch Time</td>
<td>19</td>
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AGREEMENT

BETWEEN

GANANDA CENTRAL SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

WAYNE COUNTY LOCAL 859

GANANDA CENTRAL SCHOOL DISTRICT EMPLOYEE UNIT

July 1, 2008 - June 30, 2010