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#### **Contract Database Metadata Elements**

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CL / 4739

*Agreement*

*Between the*

*Service Employees International Union  
Local 200 United, S.E.I.U., AFL-CIO  
(Building Clerical Unit)*

*and the*

*Central Square Central School District*



*July 1, 2006  
Through  
June 30, 2008*

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

23



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## **AGREEMENT**

This Agreement is made by and between the Central Square Central School District herein after termed the "District," and the Service Employees' International Union Local No. 200 United S.E.I.U, AFL-CIO of Syracuse, New York herein after termed the "Union."

### **ARTICLE 1**

#### **Recognition and Union Status**

- 1.1** The District recognizes Union for the purpose of collective bargaining for all regular clerical employees in the unit exclusive District Office Personnel.
- 1.2** Should any new job titles be created during the life of this Agreement which encompass the range of duties performed by members of this bargaining unit, The District will confer and notify the bargaining unit of such titles.
- 1.3** During the duration of this Agreement, the District agrees to negotiate exclusively with the Union.

### **ARTICLE 2**

#### **Dues Deduction**

- 2.1** The Superintendent of the Central Square Central School District agrees to deduct dues or Agency Shop Fees from the salaries of its employees for the union. Said employees individually and voluntarily authorize the Superintendent to deduct and to transmit the monies promptly to the Union. Employees' authorization will be in writing in the form set forth on the following page.
- 2.2** Effective the first of each month of each calendar year, the District will supply to the Union and the Unit Treasurer a complete list of bargaining unit employees, including their date of hire, dues deducted and classification.
- 2.3** The District agrees to make available a copy of the approved and ratified Board of Education minutes to the President of the Unit as soon as they are available.

**Article 2 (continued)**

**2.4 Application and Dues Deduction Authorization Form**

I, the undersigned, hereby make application for membership in the S.E.I.U., Local No. 200 United, and when accepted into membership do hereby agree to abide by its Constitution and Bylaws, and herewith designate the S.E.I.U., Local No. 200 United, and its duly authorized Representatives, as my sole collective bargaining Agent.

I further authorize my employer to deduct from my earnings all dues and initiation fees for which I am obligated or shall become obligated by virtue of my membership in said union, and to pay the same to Local No. 200 United through the Secretary-Treasurer or any duly authorized representative of said Local Union.

This assignment authorization and direction shall be irrevocable for the period of one year and I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for successive periods of one year unless written notice is given by me to my Employer and said Local Union by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one year.

_____		_____	
Name		Date	
_____			
Signature of Member			
_____			
Street			
_____			
_____	_____	_____	_____
City	State	Zip	
_____			
Social Security Number			
_____			
Name of Employer			

## **ARTICLE 2 (continued)**

- 2.4** The Union will certify to the Superintendent, in writing, the current rate of its membership dues. If the Union changes the rate of its membership dues, it will give the Superintendent thirty (30) days notice prior to the effective date of such change. Deduction will be made in the following manner. The total annual membership dues to the Union, as certified above, will be deducted in 24 equal installments, beginning with the first payroll in July. The Union will provide the Superintendent with a list and the original signed dues authorization cards to those employees who have voluntarily authorized the Superintendent to deduct dues for the Union.

New employees to the District hired after the beginning of the deduction period will have deductions made according to an individual pro-rated schedule.

Within six (6) weeks of ratification of this Agreement, the District will print and distribute copies of this Agreement to all covered employees.

All employees who have completed their probationary period, shall as a condition of employment, either become members of the Union or pay agency shop fee equivalent to the uniform monthly dues and fees required of Union members. The Union agrees to administer any refunds for such fees as is required under the Taylor law.

## **ARTICLE 3**

### **No-Strike Pledge**

- 3.1** The Union hereby affirms a policy that it does not assert the right to strike against the school system, nor will it assist in or take part in any such strike by the employee, nor will it impose any obligation on such employees to conduct, assist, or participate in a strike.



## **ARTICLE 4**

### **Management Rights**

- 4.1** The Union recognizes the exclusive right and authority of the District to manage its operation and conduct its business. In no way will it interfere with the District's decision-making process.
- 4.2** It is understood and agreed that all rights, powers, or authority the District had prior to signing this Agreement are retained by the District except those specifically abridged, deleted, or modified by this Agreement.

## **ARTICLE 5**

### **Negotiation Procedure**

- 5.1** The parties hereby agree that no later than March 1, prior to the expiration of the contract period of this Agreement, they will enter into collective bargaining negotiations.
- 5.2** It is further understood and agreed that any and all tentative agreements reached between the representative negotiating teams will not become binding on either party until ratified by the District and the employees of the Central Square School District who hold membership in the Union.
- 5.3** The term "collective bargaining" shall include conditions of employment as interpreted under the Taylor Law.
- 5.4** The District agrees that it will make available to the Union a copy of the budget when it becomes public.
- 5.5** If any agreement is not reached by May 1, either party may request that PERB assist the parties in reaching a settlement. If, as a result of such assistance, the parties are still unable to reach an agreement, it is agreed that the areas of disagreement will be stipulated and that mediation and/or fact-finding will be requested of PERB by the parties.

## **Article 5 (continued)**

- 5.6** If any provision of this agreement or any application of this agreement should be found contrary to law, then such provision or application will be deemed invalid except to the extent permitted by law, but all other provisions and application will continue in full force and effect.

## **ARTICLE 6**

### **Grievance Procedure**

- 6.1** It is the purpose of this procedure to secure equitable solutions to alleged grievances of the employees through procedures under which they may present grievances.

#### **6.2 Definitions:**

- a.) A **Grievance** is a claim by a member of the Union that alleges a violation of an express provision of this Agreement.
- b.) **Supervisor** shall mean any immediate supervisor or other administrator or supervisory office responsible for the area in which an alleged grievance arises, except for the Chief Superintendent (Superintendent).
- c.) **Superintendent** shall mean the Superintendent of Schools or other person appointed to act on his behalf.
- d.) **Aggrieved** Party shall mean any person(s) in the unit filing a grievance.
- e.) **Hearing** officers shall mean any individual(s) with the duty of rendering decisions at any stage or grievance hereunder.

#### **6.3 Procedures:**

- a.) All grievances shall include the name and position of the Aggrieved Party, the identity of the provision of the Agreement involved in the said grievance, the time when and place where the alleged events or if known, to the Aggrieved Party, and a

**Article 6.3.a (continued)**

general statement of the nature of the grievance and the redress sought by the Aggrieved Party.

- b.) Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, and conclusions therefore. Each decision will be transmitted to the involved parties.
- c.) If a grievance affects a system-wide action, it may be submitted by the Union directly at Stage II.
- d.) The preparation and processing of grievances shall not be conducted during the hours of employment and shall avoid interruption of employment activity. There may be occasions when this is impossible, and the District may grant an exception.
- e.) The District and the Union agree to facilitate any investigation which may be required and to make available any and all relevant documents and records concerning alleged grievance.
- f.) An aggrieved party and any party in interest shall have the right to all stages of a grievance to confront and cross-examine all witnesses.
- g.) No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by either party or any other participant in the Grievance Procedure by reason of such grievance or participation herein.
- h.) The form for filing grievances, serving, taking appeals, and other necessary documents will be provided by the District.
- i.) All documents and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- j.) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisory personnel and having the grievance informally adjusted without interference of the Union. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the Aggrieved Party and shall in all respects be final, said adjustment

### **Article 6.3.j (continued)**

shall not create a precedent or ruling binding upon either of the parties to this Agreement.

- k.) If any provision of this Grievance Procedure or any application thereof to any employee or group of employees in the Negotiation Unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- l.) The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies herein provided and shall not in any manner impair or limit the right of any employee to pursue any other remedies available in any form.

### **6.4 Stage One – Immediate Supervisor**

Any unit member having a grievance will present it in writing and then discuss it with his/her immediate supervisor, within twenty (20) calendar days of the time the person knew or should have known of the alleged violation.

Upon receipt of the written grievance, the aggrieved party's supervisor will schedule a meeting with the aggrieved party within five (5) workdays. The Supervisor will respond to the grievance in writing after such meeting. The letter from the supervisor should be sent within ten (10) workdays of his/her receipt of the original grievance.

### **6.5 Stage Two – Superintendent**

If the aggrieved party is not satisfied with the Stage One decision, he/she may file a written appeal within ten (10) workdays with the Superintendent. The Superintendent or his designee shall review the grievance with the grievant and shall render a written decision within fifteen (15) workdays.

### **6.6 Stage Three – Board Level**

If the decision at Stage 2 is not satisfactory and the grievance is still unresolved, the grievant may submit the grievance to the Board or a committee of the Board for its consideration.

## **Article 6 (continued)**

### **6.7 Stage Four – Arbitration**

If the decision by the Board of Education is not satisfactory and the grievance is not resolved, the employee and/or the Union may within fifteen (15) workdays submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The District and the Union will share equally the cost of the arbitrator.

The arbitrator's decision will be binding in all cases except those cases involving federal or state law and/or rules, regulations or decisions of the Commissioner of Education. The arbitrator shall have the power to interpret any provision of this agreement, but shall have no power to add to, subtract from or change any provision of this agreement. The preceding statement is in no way intended to limit the remedial power of the arbitrator.

## **ARTICLE 7**

### **Discipline and Discharge**

- 7.1** The District agrees that no employee with more than one (1) year of service as a regular employee shall be subject to disciplinary action or discharge without bonafide and adequate cause. Any inquiry into the question of bonafide and adequate cause shall be limited to a determination whether or not the actions of the District were arbitrary, capricious, or unreasonable.
- 7.2** Upon quitting, discharge, or other separation from employment, the District shall pay all money due the employee by the end of the pay period next following terminating date of his/her services.
- 7.3** An employee shall return to his/her immediate supervisor any school property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear accepted, prior to receiving his/her final pay upon separation from employment. Failure to do so shall render the employee liable for the payment of the fair and reasonable value thereof.

## **Article 7 (continued)**

- 7.4 The employees agree to train the respective replacement for a period of at least one (1) week during the last two (2) weeks of employment if requested to do so by the District.
- 7.5 Any employee will give the District two (2) weeks' notice prior to terminating his/her employment. The District will give the employee two (2) weeks' notice prior to terminating his/her employment. This section does not apply to dismissal for disciplinary actions.

## **ARTICLE 8**

### **Seniority**

- 8.1 Seniority shall begin with the date of appointment to a vacant regular position by the Board of Education in any job classification of this District, and shall be based on continuous employment with the District, with the exception of a leave of absence granted by the Board of Education. If conflict should arise regarding the similarity of date of appointment, then the date of Superintendent's approval shall determine seniority.
- 8.2 In all cases of layoff, job classification seniority will govern. When the employer rehires any employee in a job classification, the employees on layoff from said job classification shall be rehired in reverse order in which they were laid off. In the event the employer needs additional employees in said classification, he shall then offer such work, up to one year, to employees on layoff in other job classifications in accordance with their employee seniority, provided the District determines such employees are capable of performing the available work.

## **ARTICLE 9**

### **Job Posting**

- 9.1 Employees in this unit will have an opportunity to bid on job openings within the unit whenever they occur.

**Article 9 (continued)**

- 9.2** Such job postings shall be posted for at least five (5) working days prior to the final selection of an employee to fill such job(s).
- 9.3** The posting shall include the job title, the qualifications for the job, and the rate of pay.
- 9.4** When more than one applicant for a job opening exists, qualifications will be considered. Then if all factors are equal, seniority shall be a deciding factor.

**ARTICLE 10**

**Visitation**

- 10.1** Employee unit representatives shall have the right to visit the District and discuss business with District employees as long as they confine their discussion to business and it does not interfere with the job responsibilities of the employees.

**ARTICLE 11**

**Bulletin Board**

- 11.1** The District will furnish a bulletin board at a convenient location for the Union announcements, job postings, meeting notices, and Civil Service tests. Each work place will be provided with a bulletin board for Union information.

**ARTICLE 12**

**Conferences**

- 12.1** Employees shall be paid for any conferences that the District requires them to attend. The District will be responsible for all normal expenses, which result from attendance. Whenever possible, the attendance will take place on the Superintendent's Conference Day and compensation will be at the regular rate of payment.

## **ARTICLE 13**

### **Payroll Deductions**

- 13.1** The District will deduct from the employees' pay the cost of U.S. Savings Bonds per month on request after completion of proper authorization forms.
- 13.2** Application for Bond-a-Month must be made in June preceding deduction year, and not change during the year.
- 13.3** Deductions may be authorized to a single credit union, Oswego Teachers' Federal Credit Union # 14436.

## **ARTICLE 14**

### **Jury Duty**

- 14.1** An employee required to do jury duty on a workday shall receive for each day served their regular rate of pay. Per diem compensation received for such jury duty shall be retained by the employee.
- 14.2** Time lost will not be deducted from leave time.
- 14.3** If an employee is required to physically serve any part of a workday, he/she will not return to work. If an employee is not required to serve, he/she will return to work.

## **ARTICLE 15**

### **Contracting and Sub-Contracting**

- 15.1** If, during the duration of this Agreement, the District determines to contract or sub-contract any or all of the operations performed by members of this bargaining unit, the District shall negotiate the impact (as defined by New York Public Employment Relations Board) of such decision upon the member of this bargaining unit.



## **ARTICLE 16**

### **Leaves of Absence**

- 16.1** Requests in writing for a leave of absence up to one (1) year in duration may be granted upon recommendation of the Superintendent and approval by the Board of Education. Such leave will be without pay but the individual will be allowed to continue to participate in all insurance offered by the District, at the employees' expense.
- 16.2** Benefits will not be accrued during leaves of absence.
- 16.3** At the expiration of said leave of absence, the employee will be returned to a position in the class of employment in which he/she served at the time of leave commencement.
- 16.4** If the District chooses to fill a position caused by such leave, the vacancy occurring due to such leave shall be posted as a "Cover-leave" position. All provisions of the agreement shall pertain to the cover leave position. Should a vacancy result from the expiration of such leave, such vacancy will be posted in accordance with Article 9.

## **ARTICLE 17**

### **Retirement**

- 17.1** All regular employees covered by this Agreement shall have the opportunity to join the New York State Employees' Retirement System.
- 17.2** For employees hired prior to July 1, 1973, the "25" year career non-contributing plan (75-e or 75-i if member has 20 or more years of service) shall be in effect.
- 17.3** For those employees hired after July 1, 1973 and prior to June 30, 1976, the New York State Employees' Retirement Plan, as designated in Section 448 of the Retirement and Social Security Law, shall be in effect. Section 75-i shall be available to those members with 20 or more years of credited service. Otherwise, 75-e will be applicable.
- 17.4** For those employees hired after July 1, 1976, the contributory plan defined by Chapter 890 of the Laws of 1976 (Article 14 of the Retirement and Social Security Law) or succeeding plans as adopted by the New York State Legislature, shall be in effect.

## ARTICLE 18

### Health Insurance

**18.1** The District will participate in the Blue Cross/Blue Shield of Central New York (Syracuse Plan) offering Blue Cross/Blue Shield and UNIVERA and HMOCNY to current employees and future retirees. If the District elects to participate in a substantially equivalent plan, it will notify the Union of its intentions. The Union and the District will then meet to discuss the change, if the Union disagrees, it may submit the matter to the grievance procedure.

**18.2** The District will pay the following amount in accordance with the regular scheduled work week of the employer involved:

<u>Hours Regularly Scheduled</u>	<u>District Contribution to Individual Coverage</u>	<u>District Contribution to Dependent Coverage</u>
35+	93%	93%
30 - 34	93%	88%
25 - 29	88%	83%
20 - 24	83%	78%
All Others	None	None

The District will make available to all employees the IRS 125 Option.

Employees choosing not to participate in the plan above will be given lump sum payment of 25% of the single BlueCross/BlueShield premium annually in lieu of health insurance. In the case of a "qualifying event" the employee may reinstate insurance and reimburse the District a prorated amount received from the health insurance buyout.

**18.3** The liability of the District shall be limited to those employees who actually enroll in the plan.

**18.4** Enrollment in the plan shall be limited to those periods prescribed by the agreement with the insurance carrier.

**Article 18 (continued)**

- 18.5** Employees who have coverage in any other manner, other than actually paying for their own coverage, may waive their right to be covered by the District.
- 18.6** If husband and wife are employed by the District, the District agrees to pay 100% of family plan.
- 18.7** The School District will pay 50% of the total cost of the individual retiree coverage and will pay 35% of the total cost for additional individual or family coverage for present and future bargaining unit retirees. This will be according to current practices as already instituted by the District.
- 18.8** For all employees eligible for health insurance, the District will make an annual contribution for the purpose of allowing the employee to participate in an approved group vision care program. The contribution by the District shall be \$140 for single coverage; \$150 for family coverage.

In any case, should the premium for the coverage be less than the scheduled District contribution, the actual District contribution shall not exceed the premium.

- 18.9** For all employees eligible for health insurance, the District will make an annual contribution for the purpose allowing the employee to participate in an approved group dental insurance plan if he/she so chooses. Employees choosing not to participate in the plan above will be given \$135 annually in lieu of dental insurance.
- 18.9.a** The districts contribution for those electing union dental insurance coverage will be:

	<u>2001</u>	<u>2002</u>	<u>2003</u>
Employee Basic & Prosthetic	\$127	\$133	\$211
Employee Basic & Prosthetic + One Dependent Basic	\$194	\$200	\$253
Employee Basic & Prosthetic + Family Basic	\$250	\$256	\$313

- 18.9.b** The Districts contribution for those electing BC/BS dental coverage will be \$132 for single coverage and \$282 for family coverage.

## **ARTICLE 19**

### **Leave with Pay**

#### **Bereavement and Family Illness**

- 19.1** A total of four (4) days with pay per year shall be granted for serious illness or death in the immediate family (father, mother, sister, brother, son, daughter, grandparents, grandchildren, spouse, mother-in-law and father-in-law. Bereavement/Family Leave will be accumulative as sick leave.
- 19.2** One (1) day of the four (4) days may be granted for death of other close relatives.
- 19.3** In instances of death in the immediate family as listed in 19.1, the Superintendent, at his discretion, may grant additional days when needed. Such day will be deducted from the employee's accumulated sick leave.

#### **Personal**

- 19.4** Two (2) additional days with pay per year shall be granted for personal leave purposes. Personal leave purposes shall be defined as business that cannot be attended to during non-working hours, that is appointments beyond the control of the employee.
- 19.5** It is the specific intent that the leaves provided above are not granted for the purpose of a "day off" or holiday or to supplement a legal holiday or vacation. Abuse of this privilege shall be cause for disciplinary action.
- 19.6** One (1) additional personal day, without reason, will be granted per year. This day may be taken at any time during the year with the approval of the immediate supervisor.
- 19.7** All unused personal leave days will be added to accumulated sick leave at the end of the fiscal year.
- 19.7.a** Employees will receive an additional paid Personal Day to be used only for an emergency closing. This day will be in addition to the Personal Days outlined in section 19. This day will **not** accumulate from year to year.

**Article 19.5 (continued)**

- 19.7.b** The District and union agree to establish a sick bank with no contribution from the District.
- 19.8** Unit members will utilize Form (see Appendix B) under conditions established by that Form.

**ARTICLE 20**

**Sick Leave**

- 20.1** Sick leave will be granted without loss of pay on the basis of one (1) day per month for employees accumulative to 230.
- 20.2** Sick leave shall be awarded on the basis of one (1) day being equivalent to the average number of paid hours in a normal day for that individual.
- 20.3** After the first full year of employment, unit employees will be credited with their annual sick leave on at the beginning of the school year.
- 20.4** An accounting of accumulated sick leave will be given to each employee at the beginning of each school year.
- 20.5** On retirement under provisions of the New York State Employees' Retirement System each day of unused sick leave accumulated at the time of retirement will be converted to a per diem amount of \$40 per day to be paid to the retiree at the time of retirement.
- 20.6** If an active employee with at least 15 years of service to the District should die, the award in Article 20.5 shall be paid to the employee's New York State Retirement System's designated beneficiary.

## **ARTICLE 21**

### **Holidays**

- 21.1** All full-time twelve (12) month employees will receive thirteen (13) paid holidays. All ten (10) month employees will receive all holidays paid that are incurred during the ten month working period.
- 21.2** It is understood that the days that are actually declared as holidays will be determined by the District, with such determination being made prior to the commencement of the school year.
- 21.3** In the event that school must be held on one of the previously scheduled holidays, all employees shall be required to work on the scheduled holiday and shall receive an additional day off with pay at some future time which will not conflict with the operation of the schools.
- 21.4** For the 2001-02 through 2003-04, holidays shall be: Independence Day, Labor Day, Columbus Day, Thanksgiving Recess, Christmas Recess, New Year's Day Recess, President's Birthday and Martin Luther King, Jr. Day. All of the above named holidays will be designated in accordance with the school calendar for each year of this agreement.

## **ARTICLE 22**

### **Vacations**

- 22.1** All twelve (12) month employees will receive ten (10) days vacation with pay after one (1) year of employment. All ten (10) month employees will receive five (5) days vacation with pay after one (1) year of employment.
- 22.2** All twelve (12) month employees will receive fifteen (15) days vacation after five (5) full years.

**Article 22.2 (continued)**

In addition, after 15 years of service and effective for the 16<sup>th</sup> year of service, employees will increase vacation days according to the schedule below.

<u>Years of Service</u>	<u>Vacation Days</u>
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25

- 22.3** In the event of the death of an employee, the District will pay to the employee's beneficiary any earned, unused vacation credit, which would have been due the employee.
- 22.4** If a holiday occurs during an employee's vacation day, the employee will be entitled to an additional day off with pay at a time mutually agreeable between the employer and employee.
- 22.5** Vacation generally may be taken when school is not in session. Vacation may be taken at other times with the approval of the employee's immediate supervisor and such approval will not be unreasonably denied.
- 22.6** Any employee hired between July 1 and December 31 of any year will be given credit for ten (10) days' vacation for the school year of employment. Anyone hired between January 1 and June 30 of any year will have vacation pro-rated at the rate of one (1) day per month. The School District retains the right to limit the number of employees who are absent because of vacation subject to the requirement of the School District.

## **ARTICLE 23**

### **Employee Protection**

- 23.1** If an employee is injured on the job, he/she will seek medical attention if he/she requests or if deemed advisable by the appropriate supervisor. An accident report must be filed by an employee and his/her immediate supervisor as soon as practicable after the occurrence of any accident, but not later than one (1) working day. Any employee who is injured on the job shall not, as a result of such injury, lose seniority or other benefits.

## **ARTICLE 24**

### **Pay Days**

- 24.1** Pay days shall be every two weeks with the base date being established in accordance with the first day in July for all unit employees.

**24.2** **Direct Deposit**

The School District shall provide for the direct deposit of a bargaining unit member's paycheck. The direct deposit must be authorized, in writing, by the employee prior to the commencement of the direct deposit. Further, the procedures and the banks or other financial institutions to which the direct deposit may be made shall be governed by the policies of the District's designated depository bank. The District shall advise all bargaining unit members as to procedures and the banks with whom the District's designated depository bank will have direct deposit.

## **ARTICLE 25**

### **Civil Service Requirements**

- 25.1** All competitive Civil Service Appointments shall be made with a probationary period of twenty-six (26) weeks but not less than eight (8).



## **ARTICLE 26**

### **Past Conditions**

- 26.1** No provision of this Agreement will be construed as to lower the hourly rate of any position covered by this Agreement.
- 26.2** No part of this Agreement shall be construed as to preclude the School District from giving any further benefits to its employees.
- 26.3** If either the District or Union wishes to alter any present terms and conditions of this employment, the District and Union shall, with mutual agreement, meet for the purpose of resolving the issue or issues.

## **ARTICLE 27**

### **Work Day, Work Week**

- 27.1** Normally, the workweek will be from Monday to Friday, seven and one half (7 1/2) hours per day exclusive of lunch break. Exceptions to this may be based on the District's needs except for emergencies, a twenty-four (24) hour notice will be provided in the event there is a change in the work schedule.
- 27.2** It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency. Any employee called for work by the building administrator at a time when he/she is not normally working shall be guaranteed two (2) hours pay.

## **ARTICLE 28**

### **General Conditions**

- 28.1** The District shall maintain a complete first aid kit for the employees' use in an easily accessible location.
- 28.2** Sanitary arrangements shall be maintained for employee. Soap, towels, washing facilities and necessary items shall be supplied by the District for employee use.

## **Article 28 (continued)**

- 28.3** The District building may be made available for employee meetings provided appropriate notice is given.
- 28.4** In the event of an emergency closing, the Superintendent may determine that members of this unit would not be required to report to work. If this occurs, the employee would not be required to suffer a loss of pay. If the employees are required to report to work, but find it physically impossible to report, they may opt to use a personal day or take a loss of pay.
- In the event of school delay, employees will report to work as announced and will receive a full days pay.
- 28.5** All employees will be clean, neat and appropriately dressed so as to present a good appearance to the students and the community.
- 28.6** All employees will receive a 15 minute AM break and a 15 minute PM break.
- 28.7** The Union President will receive up to three (3) business days off with pay. It is understood that the Union President shall notify the Superintendent or his/her designee at least five (5) days in advance of the use of such days in order to permit arrangements to be made for a replacement, if necessary.
- 28.8** **Spring Dinner:** As per past practice, the District shall provide for the expenses of unit members who attend the Oswego County Secretaries' Association Spring Dinner.

## **ARTICLE 29**

### **Overtime**

- 29.1** If an employee actually works thirty-seven and one half (37 ½) hours in a given week and is authorized by his/her building administrator to work additional hours beyond the thirty-seven and one half (37 ½), the employee will receive payment at the rate of time and one-half his/her normal hourly rate for all hours or parts thereof worked in excess of thirty-seven and one half (37 ½)) hours.
- 29.2** All Sunday work, unless part of the employees regularly scheduled work schedule, shall be compensated at the rate of time and one-half the regular hourly rate.

**Article 29 (continued)**

- 29.3** All factors being equal, within building overtime work will be offered by seniority to the qualified employee in the bargaining unit before anyone else is given the opportunity to perform these duties.
- 29.4** Overtime payments shall be paid as soon as possible after work is performed.
- 29.5** The employer agrees not to change an employee's normal workweek schedule for the purpose of eliminating payments of overtime.

**ARTICLE 30**

**Wages**

- 30.1** Wages shall be paid in accordance with the salary schedule attached, Appendix A.
- 30.2** All employees shall be provided with a statement of gross earnings and a statement of deductions taken. Hourly employees shall also be provided with a statement of hours worked for each pay period.
- 30.3** An employee temporarily assigned by the District to a position of greater responsibility, which has a higher rate of compensation than his/her regular position, will receive the rate of the higher-paying position. Any employee who is transferred or reassigned will be paid at the contractual rate called for that position or in any case no less than the rate for the position they held.

**ARTICLE 31**

**Miscellaneous**

- 31.1** This Contract represents complete collective bargaining and full agreement by the parties in respect to rate of pay, wages, hours of employment, or other conditions of employment, which shall prevail during the term hereof and any matters of subjects not covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- 31.2** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 32**

**Professional Standards Certificate**

- 32.1** Upon completion of the required credit hours and issuance of a certificate, an increment will be awarded to office employees for the 2001-02, 2002-03, and 2003-04 school years, per the schedule below at the beginning of the next contract year.

Basic Certificate	\$350
Associate Professional Certificate	\$450
Advanced Professional Certificate	\$550
CEOE	\$650

**32.2 Tuition Reimbursement**

Employees will be reimbursed tuition for college or professional credits for work related courses. Courses will be pre-approved by the District.

If the District requests that the employee take a course aimed at skill improvements, the District will pay for all expenses related to the course.

## **ARTICLE 33**

### **Physical Examination**

- 33.1** At the District's discretion, employees of the unit may be required to have an annual physical examination. The employee will submit the results of the said examination on the form provided by the District immediately to the District.
- 33.2** Employees shall receive said physical from one of the District's physicians at no charge to the employee.
- 33.3** An employee who chooses may receive the required physical examination from a physician of his/her choice and will be reimbursed \$17.00 towards the cost of the required physical examination provided such application for reimbursement is made to the personnel office and the completed examination is turned into the personnel office.
- 33.4** If, after initial employment, the District mandates a physical examination, the District will pay for the examination cost.

## **ARTICLE 34**

### **Evaluation**

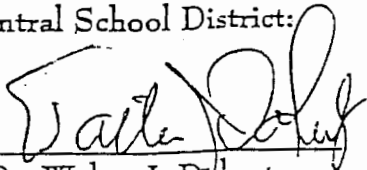
- 34.1** Each employee shall receive an annual written evaluation from the employee's immediate supervisor. This evaluation shall be completed by July 1<sup>st</sup> of each year. This evaluation may be responded to by the employee and the evaluation can not be used in disciplinary procedures.

ARTICLE 35

Duration

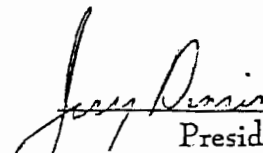
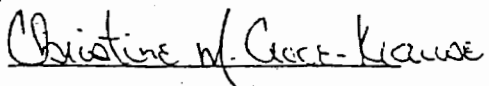
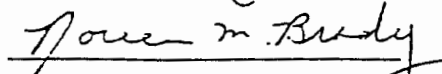
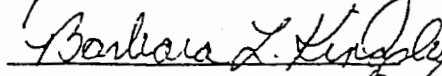

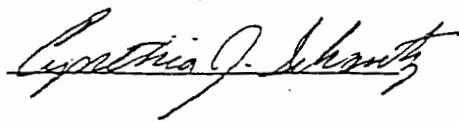
35.1 This agreement shall be effective as of the date of the signing between the parties with the exception of the Wages and Insurance Schedule, which shall be effective July 1, 2001 and shall terminate as of June 30, 2004.

For the Central Square  
AFLCIO:  
Central School District:

  
\_\_\_\_\_  
Dr. Walter J. Doherty  
Superintendent

11/9/01  
Date

For Local 200 United, SEIU,

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

11-9-01  
Date

**APPENDIX "A"**

**Salary Schedule – Clerical Unit**

1. General wage increase reflected in chart is:  
     3.5% effective 7-1-01  
     3.5% effective 7-1-02  
     3.5% effective 7-1-03
  
2. \* 10 month clerical @ hourly rate, \*\* part time clerical.

NAME	HIRE DATE	2001-2002	2002-2003	2003-2004
B. Canale **	99/09/24	(10.43)	(10.80)	(11.18)
S. Duvaul **	99/09/07	(10.43)	(10.80)	(11.18)
M. Smeidy **	96/12/19	(10.43)	(10.80)	(11.18)
D. Pardee *	95/04/03	(10.97)	(11.35)	(11.75)
D. Brann *	95/09/05	(10.97)	(11.35)	(11.75)
L. Lewis *	93/10/25	(11.42)	(11.82)	(12.23)
TBA – CSMS		20,357 (10.43)	21,069 (10.80)	21,806 (11.18)
P. Horn	00/10/09	20,357 (10.43)	21,069 (10.80)	21,806 (11.18)
M. LaFlair	98/01/06	20,357 (10.43)	21,069 (10.80)	21,806 (11.18)
C. Fuller	95/08/07	20,764 (10.65)	21,491 (11.02)	22,243 (11.40)
E. Doyle	95/03/13	21,386 (10.97)	22,134 (11.35)	22,908 (11.74)
A. Schouten	94/04/11	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
L. Hart	94/03/01	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
S. Barry	93/09/22	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
K. Knapp	93/01/11	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
L. Haller	90/08/27	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
V. Skinner	90/08/06	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
N. Brady	89/09/05	22,279 (11.42)	23,059 (11.82)	23,865 (12.23)
B. Maslen	88/12/26	23,878 (12.25)	24,713 (12.67)	25,577 (13.11)
D. Cornett	87/09/08	23,878 (12.25)	24,713 (12.67)	25,577 (13.11)
J. Kelley	86/08/11	26,954 (13.82)	27,897 (14.30)	28,873 (14.80)
B. Kingsley	83/12/01	26,954 (13.82)	27,897 (14.30)	28,873 (14.80)
C. Croce-Krause	79/04/23	26,954 (13.82)	27,897 (14.30)	28,873 (14.80)
J. Wolf	78/10/30	26,954 (13.82)	27,897 (14.30)	28,873 (14.80)
D. Ledger	78/09/05	26,954 (13.82)	27,897 (14.30)	28,873 (14.80)
C. Schantz	72/01/02	30,478 (15.62)	31,544 (16.18)	32,648 (16.74)

**Appendix A (continued)**

**Longevity** – There will be a longevity schedule as follows:

	<b><u>01-02</u></b>	<b><u>02-03</u></b>	<b><u>03-04</u></b>
After ten (10) years of service	\$ 600	\$ 621	\$ 642
After fifteen (15) years of service	\$1,045	\$1,081	\$1,118
After twenty (20) years of service	\$1,449	\$1,499	\$1,551
After twenty-five (25) years of service	\$1,707	\$1,766	\$1,827
After thirty (30) years of service	\$2,225	\$2,302	\$2,382

**Starting Salary:**

The starting salary for the duration of this agreement shall be as follows for a 12 month position.

Effective July 1, 2001	\$20,357
July 1, 2002	\$21,069
July 1, 2003	\$21,806



**APPENDIX "B"**  
**Request for Personal Business Leave – THE UNION**

An employee may request on this form not more than three (3) days per contract year for personal business leave as stated in Article 17. The following must be met:

- 1.) These days shall be for reasons beyond the control of the employee. One day shall be without reason.
- 2.) The leave may be granted at the discretion of the Superintendent of Schools.
- 3.) The leave shall be requested at least five (5) working days in advance. If an emergency arises, the applying employee should explain the reason for the emergency below.
- 4.) Indicate which of the following reasons by checking one of the boxes below:
  - Legal/Personal
  - Medical/Personal
  - Other (graduation, college entrance, wedding)
  - Day without Reason

If none of the above, give details \_\_\_\_\_

From: \_\_\_\_\_ Date of Leave: \_\_\_\_\_  
 (Employee's Name)

\_\_\_\_\_  
 (School)

\_\_\_\_\_  
 (Building Supervisor's Signature) \_\_\_\_\_ (Date)

Administrator's Comments: \_\_\_\_\_

To: Superintendent

Accepted

Rejected

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Date

## **Memorandum of Agreement**

### **All Local 200 United Union Members**

- Effective July 1, 2002 Local 200 United Union Members may elect to participate in the Weekly Disability Benefit Plan through Service Employees Benefit Fund (SEBF). The cost shall be borne by the employees.
- Employees who elect for such coverage, the District has agreed to deduct the premium through a payroll deduction. The monthly premium will be \$9.50 per employee for the duration of the Agreement.
- After the initial enrollment, new hires shall become eligible after 30 days of employment and the District will provide SEBF with the appropriate enrollment form within 30 days from the time they become eligible.

Service Employees International Union Local 200B, S.E.I.U., AFL-CIO  
(Building Clerical Unit)

## CONTRACT EXTENSION

February 13, 2004

### TWO-YEAR EXTENSION AGREEMENT (2004-2006)

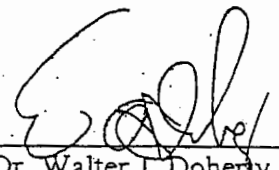
#### ARTICLE 30 - WAGES

30.1 Wages shall be paid in accordance with the salary schedule attached, Appendix A.

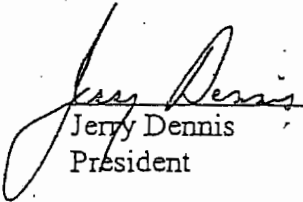
ARTICLES OF THE CONTRACT NOT MENTIONED HEREIN SHALL  
REMAIN UNCHANGED.

For the Central Square Central  
School District:

For Local 200B SEIU, AFL-CIO  
Building Clerical Unit

  
\_\_\_\_\_  
Dr. Walter J. Doherty  
Superintendent

*2/18/04*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jerry Dennis  
President

*3/11/04*  
\_\_\_\_\_  
Date

**APPENDIX "A"**

**Salary Schedule – Clerical Unit**

1. General wage increase reflected in chart is:  
     3.9% effective 7-1-04  
     3.9% effective 7-1-05
  
2. \* 10 month clerical @ hourly rate, \*\* part time clerical.

<b>NAME</b>	<b>HIRE DATE</b>	<b>2004-2005</b>	<b>2005-2006</b>
M. Smeidy **	12/19/1996	(11.62)	(12.07)
D. Pardee *	4/3/1995	(12.21)	(12.69)
D. Brann *	9/5/1995	(12.21)	(12.69)
L. Lewis *	10/25/1993	(12.72)	(13.21)
S. Devaul	9/7/1999	22,656 (11.62)	23,540 (12.07)
P. Horn	10/9/2000	22,656 (11.62)	23,540 (12.07)
S. Rice	11/12/2001	22,656 (11.62)	23,540 (12.07)
L. Frawley	7/9/2002	22,656 (11.62)	23,540 (12.07)
B. McLaughlin	9/23/2003	22,656 (11.62)	23,540 (12.07)
L. House	12/2/2003	22,656 (11.62)	23,540 (12.07)
M. LaFlair	1/6/1998	22,656 (11.62)	23,540 (12.07)
E. Doyle	3/13/1995	23,801 (12.21)	24,729 (12.69)
A. Schouten	4/11/1994	24,795 (12.72)	25,763 (13.21)
L. Hart	3/1/1994	24,795 (12.72)	25,763 (13.21)
S. Barry	9/22/1993	24,795 (12.72)	25,763 (13.21)
K. Knapp	1/11/1993	24,795 (12.72)	25,763 (13.21)
L. Haller	8/27/1990	24,795 (12.72)	25,763 (13.21)
V. Skinner	8/6/1990	24,795 (12.72)	25,763 (13.21)
N. Brady	8/9/1989	24,795 (12.72)	25,763 (13.21)
B. Maslen	12/26/1988	26,575 (13.63)	27,611 (14.16)
D. Cornett	8/9/1987	26,575 (13.63)	27,611 (14.16)
J. Kelley	8/11/1986	29,999 (15.38)	31,169 (15.98)
C. Croce-Krause	4/23/1979	29,999 (15.38)	31,169 (15.98)
C. Schantz	1/2/1972	33,921 (17.40)	35,244 (18.07)

**Longevity** – There will be a longevity schedule as follows:

	<b>04-05</b>	<b>05-06</b>
After ten (10) years of service	\$ 642	\$ 642
After fifteen (15) years of service	\$1,118	\$1,118
After twenty (20) years of service	\$1,551	\$1,551
After twenty-five (25) years of service	\$1,827	\$1,827
After thirty (30) years of service	\$2,382	\$2,382

**Starting Salary:**

The starting salary for the duration of this agreement shall be as follows for a 12 month position.

Effective July 1, 2004	\$22,656
July 1, 2005	\$23,540

Service Employees International Union Local 200B, S.E.I.U., AFL-CIO  
(Building Clerical Unit)

**CONTRACT EXTENSION**

June 1, 2006

**TWO-YEAR EXTENSION AGREEMENT (2006-2008)**

**ARTICLE 18 – HEALTH INSURANCE**


18.10 Employees may access the “Optical” and “Weekly Disability” benefits provided by the Service Employees Benefit Fund. See attached schedule.

**ARTICLE 30 – WAGES**

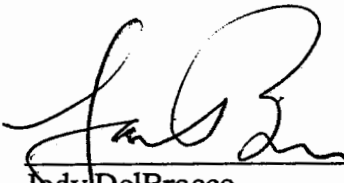
30.1 Wages shall be paid in accordance with the salary schedule attached, Appendix A.


**ARTICLES OF THE CONTRACT NOT MENTIONED HEREIN SHALL REMAIN UNCHANGED.**

For the Central Square Central  
School District:

  
\_\_\_\_\_  
Dr. Walter J. Doherty                      Date  
Superintendent

For Local 200 United SEIU, AFL-CIO

 6/1/06  
\_\_\_\_\_  
Jody DelBrocco                      Date

 6/21/06  
\_\_\_\_\_  
Jerry Dennis                      Date  
President

The District has agreed to allow employees to access the “Optical” and “weekly disability” benefits provided by the Service Employees Benefit Fund. These 2 additional benefits and their premium cost to the member are as follows:

2006- Optical

Single- \$1.93 per month  
Family- \$4.33 per month

2007- Optical

Single- \$2.16 per month  
Family- \$4.85 per month

Please note: the OPTICAL benefit can only be purchased WITH the DENTAL benefit. You MUST have the SEBF DENTAL to gain the OPTICAL benefit.

2006- Weekly Disability

\$12.85 (with the Dental)  
\$15.66 (without the Dental)

2007-

\$13.62 (with the Dental)  
\$16.60 (without the Dental)

**APPENDIX "A"**

**Salary Schedule – Clerical Unit**

1. General wage increase reflected in chart is:  
     3.9% effective 7-1-06  
     3.9% effective 7-1-07
  
2. \* 10 month clerical @ hourly rate, \*\* part time clerical.

NAME	HIRE DATE	2006-2007	2007-2008
M. Smeidy **	12/19/1996	(12.55)	(13.03)
D. Pardee *	4/3/1995	(13.18)	(13.70)
D. Brann *	9/5/1995	(13.18)	(13.70)
L. Lewis *	10/25/1993	(13.73)	(14.27)
V. Tourot	11/8/05	24,458 (12.55)	25,412 (13.04)
M. Jennings	7/11/05	24,458 (12.55)	25,412 (13.04)
J. Ward	8/3/04	24,458 (12.55)	25,412 (13.04)
S. DeVaul	9/7/1999	24,458 (12.55)	25,412 (13.04)
P. Horn	10/9/2000	24,458 (12.55)	25,412 (13.04)
S. Rice	11/12/2001	24,458 (12.55)	25,412 (13.04)
B. McLaughlin	9/23/2003	24,458 (12.55)	25,412 (13.04)
L. House	12/2/2003	24,458 (12.55)	25,412 (13.04)
M. LaFlair	1/6/1998	24,458 (12.55)	25,412 (13.04)
E. Doyle	3/13/1995	25,693 (13.18)	26,695 (13.70)
A. Schouten	4/11/1994	26,768 (13.73)	27,812 (14.27)
L. Hart	3/1/1994	26,768 (13.73)	27,812 (14.27)
K. Knapp	1/11/1993	26,768 (13.73)	27,812 (14.27)
L Haller	8/27/1990	26,768 (13.73)	27,812 (14.27)
N. Brady	8/9/1989	26,768 (13.73)	27,812 (14.27)
B. Maslen	12/26/1988	28,688 (14.72)	29,807 (15.29)
D. Cornett	8/9/1987	28,688 (14.72)	29,807 (15.29)
J. Kelley	8/11/1986	32,385 (16.61)	33,648 (17.26)
C. Croce-Krause	4/23/1979	32,385 (16.61)	33,648 (17.26)
C. Schantz	1/2/1972	36,619 (18.78)	38,047 (19.55)

**Longevity** – There will be a longevity schedule as follows:

	<b>06-07</b>	<b>07-08</b>
After ten (10) years of service	\$ 642	\$ 642
After fifteen (15) years of service	\$1,118	\$1,118
After twenty (20) years of service	\$1,551	\$1,551
After twenty-five (25) years of service	\$1,827	\$1,827
After thirty (30) years of service	\$2,382	\$2,382

**Starting Salary:**

The starting salary for the duration of this agreement shall be as follows for a 12 month position.

Effective July 1, 2006	\$24,458
July 1, 2007	\$25,412