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5663

AGREEMENT
BETWEEN THE
MORRISVILLE-EATON EDUCATIONAL SUPPORT
PERSONNEL ORGANIZATION
AND THE
SUPERINTENDENT OF THE MORRISVILLE-EATON
CENTRAL SCHOOL DISTRICT

Morrisville-Eaton Central School District
Morrisville, New York 13408

PUBLIC EMPLOYMENT RELATIONS BOARD
MORRISVILLE, N.Y.
13408

2003-2007

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious relationships between the Morrisville-Eaton Board of Education and its educational support personnel represented by the Morrisville-Eaton Support Personnel Organization so that the cause of public education may best be served in the Morrisville-Eaton Central School District.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

RECOGNITION AGREEMENT

Between the

THE SUPERINTENDENT
MORRISVILLE-EATON CENTRAL SCHOOL

and

MORRISVILLE-EATON CENTRAL SCHOOL
EDUCATIONAL SUPPORT PERSONNEL ORGANIZATION

The Morrisville-Eaton Board of Education having determined that the Morrisville-Eaton Central School Educational Support Personnel Organization is supported by a majority of non-instructional personnel consisting of office secretaries, custodians, building cleaners, cleaners, groundsman, cafeteria personnel, transportation personnel, mechanic(s), clerical assistants, school nurses, and teacher aides; hereby recognizes the Morrisville-Eaton Educational Support Personnel Organization as the exclusive negotiating agent for the personnel in such unit. The parties agree that the Morrisville-Eaton Educational Support Personnel Organization's period of recognition shall extend to June 30, 2007 and for successive three (3) year periods thereafter until there appears a legitimate challenge to such recognition.

The Board agrees not to negotiate with any employee or employee organization other than the Association for the duration of this recognition.

ARTICLE I
AGREEMENT

This Agreement made and entered this 17th day of September, 2003, by and between the Superintendent of the Morrisville-Eaton Central School District and the Morrisville-Eaton Central School Educational Support Personnel Organization (entitled hereafter as the "Association").

ARTICLE II

PRINCIPLES

A. Right to Join or Not Join:

It is recognized that employees have the right to join or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. Rights of Minorities and Individuals:

The District and Association shall not discriminate against any unit member because of age, race, sex, creed, color, national origin, marital status, sexual preference or for participation or lack of participation in lawful Association activities.

C. Deductions

The District agrees to deduct from the salaries of all bargaining unit members dues or an agency fee as set by the Association.

ARTICLE III

NEGOTIATION PROCEDURES

A. Negotiations Teams:

The designated representative(s) of the Board will meet the representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Dates:

No earlier than January 1st, nor later than February 1st, of the calendar year in which the contract expires, the parties will enter into good faith negotiations over a successor agreement. Proposals to be negotiated by the Association shall be submitted in writing to the Board's delegated representative(s) at the first meeting. Counterproposals to be negotiated by the Board shall be submitted in writing at the second meeting.

C. Procedures:

Designated representative(s) of the Board shall meet at such mutually agreed upon paces and times with the representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as described above, such additional meetings shall be held as the parties may require to reach understanding on the issue(s) or until impasse is reached. Meetings shall not exceed two (2) hours, except by mutual agreement.

D. Representatives:

Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all the power and authority necessary to make proposals, counterproposals, and reach compromises in the course of negotiations.

E. Exchange of Information:

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available public information pertinent to the issue(s) under consideration.

NEGOTIATIONS PROCEDURES
(Continued)

F. Reaching Agreement:

When consensus is reached covering areas under discussion, the proposed agreement shall be reduced to writing. The written agreement will then be submitted to the Association by its negotiating team. The written agreement will become official when approved by the majority of the Association membership and by the majority of the Board.

G. Committee Reports:

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiation meetings shall not be released except by mutual agreement.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

1. A representative group consisting of association members and the Superintendent shall develop lines of communication within the District by meeting at least once a month between September 1st and June 30th of each school year. A date and time shall be set by mutual agreement between the committee and the Superintendent. The purpose will be to discuss matters of mutual concern.
2. The committee shall consist of a least one (1) member from each of the following: food service, aides, transportation, clerical and buildings and grounds.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition of Grievance:

A grievance is a claim by a member or members of the bargaining unit (herein after referred to as "employee") involving the application or interpretation of this Agreement.

B. Purpose:

The main purpose of the grievance procedure as established in this article is to secure, at the lowest level possible, equitable solutions to the claims of the parties. Except as it is necessary for the purpose of implementing this article, both parties agree that these proceedings shall be kept informal and confidential.

C. Grievance Committee:

This is a committee created by the Association each year to serve for the duration of the Agreement.

D. General Principles:

1. Employees shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
2. The resolution of grievances at the earliest possible stage is encouraged.
3. An employee shall have the right to be represented at any stage of the procedure by a person or persons of his/her own choice. The Grievance Committee shall also be represented at all levels as a party in interest.
4. Minutes of the proceedings at any or all stages of the grievance procedure shall be furnished to the employees, the Association and the Superintendent.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent to take such action as is deemed necessary to give force and effect to these procedures to make sure that grievances are considered promptly and a determination made within the time specified.
7. Just Cause
No Bargaining Unit member with more than six (6) months of service with the District shall be disciplined or discharged without just cause. "Disciplined" shall mean written letter of reprimand, suspension or discharge. Any employee who seeks relief under this article and the contract Grievance Procedure shall be barred from seeking a remedy in any other forum.

GRIEVANCE PROCEDURE
(Continued)

E. Procedures:

1. Level One Informal Stage

The aggrieved employee shall orally present the grievance to his/her immediate supervisor within twelve (12) working days of the time of the act or condition upon which the grievance is based. The employee and the immediate supervisor shall informally discuss the grievance. The immediate supervisor shall render his/her decision, in writing, to the aggrieved employee within five (5) school days after the grievance has been presented to him/her. If the grievance is not satisfactorily resolved at this level, the aggrieved employee may proceed to the next level.

2. Level Two Formal Stage

- a. In the event that the employee is not satisfied with the decision at Level One, the grievance shall be presented to the Grievance Committee for consideration within five (5) school days after the receipt of the written decision.
- b. If the Grievance Committee determines that there is a meritorious grievance, it will file a written appeal of the decision at Level One with the Superintendent, along with a copy of the written decision, within five (5) school days.
- c. Within ten (10) school days after the receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the aggrieved employee and the Grievance Committee or its representative.
- d. The Superintendent shall render a decision in writing to the Grievance Committee within five (5) school days after the conclusion of the hearing.

3. Level Three Advisory Arbitration

- a. If the grievance is not resolved at Level Two, the employee may submit the grievance to advisory arbitration by written notice to the Superintendent within ten (10) calendar days of the decision at Level Two.
- b. Thereupon, the Grievance Committee and the Superintendent shall select an advisory arbitrator in accordance with the rules and procedures of the American Arbitration Association.
- c. The selected arbitrator will hear the grievance promptly and will issue his/her advisory recommendation(s) to the employee and the Board of Education within twenty (20) calendar days after the conclusion of the hearing. The advisory arbitrator's recommendations will be in writing.

GRIEVANCE PROCEDURE
(Continued)

- d. The arbitrator shall have no power to add to, subtract from or modify the terms or provisions of this Agreement. The arbitrator shall confine his or her recommendation and award solely to the application and/or interpretation of this Agreement. The recommendation and award of the arbitrator shall be advisory.
- e. The cost of the services of the arbitrator including expenses, if any, will be borne equally by the Board of Education and the Association. Any additional cost incurred by the parties will be borne by the parties incurring said cost.

4. Level Four Board of Education Level

Within twenty (20) workdays after receipt of the advisory arbitrator's recommendations, the Board of Education, or a duly authorized committee of the Board of Education, will convene in executive session to review the grievance and the advisory arbitrator's recommendations. The Board of Education will render its final decision within five (5) school days after the conclusion of this meeting. The decision of the Board shall be final at the local level.

F. Provisions:

- 1. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgement of the Superintendent, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignments without loss of pay.
- 2. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall deem acceptance of the decision rendered at that level. Failure at the first two levels in the procedure to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next level.
- 3. The employee may be represented by the Association or an individual of his/her own choosing at any or all levels in the grievance procedure.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. Work Day

1. Employees' workdays are defined by the hours per day of the respective jobs.

B. Overtime

1. Overtime hours are defined as hours above forty (40) hours per week, and are worked at the request of the superintendent. Overtime hours are compensated at a rate of time-and-one-half.
2. School lunch employees shall be paid an additional twenty cents (\$.20) for additional time worked up to forty (40) hours per week and time-and one-half (1.5) for the time worked beyond forty (40) hours per week.
3. Regularly scheduled after school runs (following the last dismissal) will be compensated at twenty cents (\$.20) per hour over the individual driver's regularly hourly rate.

C. Work Year

1. All twelve-month (12) employees are required to work 260 days (261 in leap year, if applicable) per year as determined by the Superintendent.
2. All ten-month (10) employees are required to work 180 days per year, as determined by the Superintendent.
3. Paid Holidays

The paid holidays listed below are for ten (10) month employees:

- a. Columbus Day
- b. Veterans' Day
- c. Thanksgiving Day
- d. Christmas
- e. Day with Christmas
- f. New Year's Day
- g. Martin Luther King Day
- h. Washington's Day (President's Day)
- i. Good Friday
- j. Memorial Day

CONDITIONS OF EMPLOYMENT
(Continued)

4. The paid holidays for twelve (12) month employees include each of those listed above, plus the following dates:
 - a. Independence Day
 - b. Labor Day
 - c. Day with Thanksgiving
 - d. Day with New Year's Day

5. Vacations
 - a. All ten (10) month employees receive no vacation time in addition to the agreed upon paid holidays (see above) and the vacation times enjoyed by students and regular teaching staff.
 - b. All twelve (12) month employees shall receive one day of vacation for each month of employment for a maximum of twelve (12) vacation days per year, July 1 through June 30. After seven (7) complete years of service, twelve-month employees may earn an additional day per year up to a maximum vacation of twenty (20) days per year. The days of vacation become effective as of July 1 of the year immediately following the employee's hiring. Vacation for 12 month employees is earned during the current year for use during the next year. Employees leaving the district before the end of the school year shall receive vacation that is pro-rated for the amount of service completed during the current year of employment. The District will agree to allow 12 month employees to carry over five (5) days of accrued vacation provided these days are used from July 1 to July 31 of the subsequent year.
 - c. If an employee has been in the employment of the District less than 11 months preceding July 1, of any year, the employee shall receive vacation on a prorated basis of one (1) day per month of employment.
 - d. All vacations are to be subject to the approval of the supervisor and the superintendent.

6. Emergency Closings
 - a. Twelve-month employees, who are not responsible for snow removal are not required to report for work on days when school is closed due to inclement weather with no loss of pay.

CONDITIONS OF EMPLOYMENT
(Continued)

- b. Individuals who are responsible for snow removal and other employees who work on days when school is closed due to inclement weather at the request of their supervisors will be given compensatory time for hours worked.

D. Uniforms and Clothing

- 1. Each custodial employee will be allowed one hundred forty-five dollars (\$145.00) per year for work related clothing. The employee shall purchase the work-related clothing and then submit a claim form to the school business office for reimbursement, or obtain a purchase order from the business office for purchases. Uniform allotments shall be available as of July 1st of each school year.
- 2. Each school lunch employee will be allowed eighty dollars (\$80.00) per year for work related clothing. A claim form shall be submitted to the school business office for reimbursement, or the employee may obtain a purchase order from the business office for purchases. Allotments shall be available as of July 1st of each year.
- 3. Any employee required to supervise children outdoors on a daily basis shall receive a work related clothing allowance of \$75.00 per year. A claim form shall be submitted to the school business office for reimbursement, or the employee may obtain a purchase order from the business office for purchases. Clothing allotments shall be available as of July 1st of each year.
- 4. All mechanics shall be provided with five (5) uniform changes per week worked.
- 5. The district will continue to provide jackets for drivers and shirts for food service workers and custodial employees.

E. Miscellaneous

- 1. Custodial duty for events and activities outside of a custodian's or cleaner's assigned work day will be on a voluntary basis. If no volunteer is available, the district may assign an employee to work.
- 2. Custodial staff members will check the buildings as assigned by their respective building maintenance supervisors. Such assignments will be made on an equitable and rotating basis. For each daily check, the employee will be guaranteed one (1) hour of pay at the overtime rate.

CONDITIONS OF EMPLOYMENT
(Continued)

3. Upon occasion, for athletic contests or events, custodians may be assigned to attend specific contests or events. Upon those occasions, they shall be paid at the overtime rate.
4. Custodians shall receive a minimum of two (2) hours of pay for any emergency service call situation outside the normal work hours of the employee up to the total hours of the call when the request is either made or otherwise authorized by a district administrator or designee.
5. Only those individuals who are required to provide emergency medical treatment as an aspect of their regular job description (ie. nurses, coaches) will be required to use Automated External Defibrillators should the situation arise.

ARTICLE VII

EMPLOYEE LEAVES

A. Sick Leave:

1. Each employee will earn one sick day per month, according to the definition of his or her workday (see Article VI). Each employee may accumulate a maximum of 200 sick days.
2. Sick leave is to be computed as of July 1st of each year. Sick leave may be used for personal illness or illness in the immediate family when the employee is required to attend to the patient.
3. Sick leave may be utilized in units as small as one (1) hour.
4. The superintendent may ask for a physician's statement for any illness exceeding three (3) days.
5. Each year, each employee's unused sick leave will be added to the cumulative total as of July 1 of the ensuing year.

B. Sick Leave Award

Upon leaving the employment of the district, employees of ten years or more shall be paid for accumulated sick leave unless such sick leave is used toward retirement. The method of payment is to be consistent with that in Article XII's provisions for retirement awards (see C. ~~and D.~~).

C. Personal Leave:

Personal leave for all non-instructional employees of the Morrisville-Eaton Central School District is as follows:

12 Month Employees	4 days per year
Less than 12 Month Employees	3 days per year
(1 day each period of 3 months worked)	

Personal leave may be utilized in units as small as one (1) hour.

Personal leave must be applied for in writing or in person at least forty-eight (48) hours in advance for the Superintendent's approval, or that of his/her designated representative. In emergencies, the forty-eight (48) hours in advance notice may be waived. Said application need not contain the reason for the requested absence.

EMPLOYEE LEAVES

(continued)

Unused personal leave shall convert to sick leave and accumulate to unused sick leave with the July 1st computation.

D. Bereavement Leave:

1. In the event of a death in an employee's immediate family, the employee shall be eligible to use a maximum of four (4) days bereavement leave for any regularly scheduled work days following the date of the relative's passing. Additional days may be granted at the discretion of the Superintendent.
2. For bereavement purposes, immediate family is defined as: parents, child, brother, sister, husband, wife, grandparent, son-in-law, daughter-in-law, niece, nephew, uncle, aunt, father-in-law, mother-in-law, first cousin, grandchildren, brother-in-law, sister-in-law, life's partner, life's partner's mother, father, child, grandchild, grandparents, sister, brother and any person who resides in the household on a regular basis. In order to be considered a life's partner a relationship must be established for a minimum of six (6) months.

E. Maternity Leave:

The Board of Education shall grant a leave of absence without pay for maternity reasons to any employee regularly employed upon proper certification of pregnancy by the employee's physician. Existing legal guidelines, applicable at the time of the request, will be followed in granting the leave. Upon the employee's return, he or she shall be placed on the same salary step and in the same position as the date on which the leave was effected.

F. Leave of Absence Without Pay:

After one (1) year of satisfactory employment, an employee may be granted, by the Board of Education, a leave of absence without pay not to exceed twelve (12) months in duration. To qualify for such a leave, the employee must apply, in writing, to the Superintendent at least two (2) months prior to the date of the desired absence. The employee shall notify the Superintendent of plans for resuming employment two (2) months prior to the expiration of the leave of absence.

EMPLOYEE LEAVES
(continued)

G. Jury Duty:

If non-instructional personnel serve on jury duty when called, the Board shall provide the necessary substitute and pay the person on jury duty the difference between his/her regular daily salary and the amount received for jury duty.

ARTICLE VIII

INSURANCES AND RETIREMENT

A. Health Insurance:

1. The parties agree that the health insurance benefit levels are those benefit levels that are in place as of the date of the ratification of this agreement.
2. The District shall provide one hundred percent (100%) of the cost of the monthly premium for the eligible individual coverage and ninety percent (90%) of the cost of eligible dependent coverage for the participating employees. Beginning with the 2004-2005 school year and thereafter, the employee will be responsible for five percent (5%) of the cost of the monthly premium for eligible individual coverage and ten percent (10%) of the monthly premium cost for eligible dependent coverage. These costs will apply to all employees and prospective retirees who are eligible and elect to participate in the health insurance program offered by the district except as noted in Article VIII (A)(3) below.
3. For employees whose effective date of hire is July 1, 2003 or after, the amount of the District's contribution toward health insurance shall be prorated in the event that an employee works more than the requisite 20 hours per week but less than 40 hours (e.g. if employee works 28 hours the normal contribution shall be multiplied by 28/40 or 70 % of such normal amount). In addition, the amount of the District's contribution shall be limited to the dollar amount calculated as the District's contribution for the 2003-04 school year and the contribution dollar amount shall be increased in each year of the contract term by the same percentage as base salaries are increased. Upon the expiration of the contract term, the dollar amount of the District contribution shall remain the same unless or until otherwise negotiated. However, the dollar amount of such District contribution shall not exceed the total gross salary earned by an employee in any given year (e.g. if employee earns only \$7600 per annum, the dollar amount of the District's contribution, if otherwise more due to the above calculation, shall be limited to \$7600).
4. The District agrees that any future modification(s) in the administration, coverage or benefit level(s) of health insurance which is not expressly authorized by the collective bargaining agreement and which would otherwise constitute an improper, unilateral change in terms or conditions of employment, shall be accomplished by negotiations with the appropriate representatives of the Association. The District will notify the Association of said proposed modification(s) as soon as possible, in advance, and provide the Association with the opportunity to bargain with the District concerning same.

INSURANCES AND RETIREMENT

(continued)

5. The District shall provide 100% of the cost of the monthly premium for individual and family basic dental and vision coverage as is provided by the District.

B. Health Insurance Buy-Out

1. The District agrees to offer an optional buy-out for health insurance (excluding dental and vision) to all employees eligible for health insurance. The District agrees to deposit an amount equal to the District cost for individual health insurance into a flexible spending account (Section 125) for employees who voluntarily decline health insurance benefits.
2. All employees eligible for health insurance benefits would be able to take advantage of the provisions of Item (1).
 - a. In order to receive the buyout, an eligible employee must elect the buyout, in writing on a form supplied by the District, by June 1 preceding the year the insurance will be waived. This election must be renewed annually.
 - b. The employee must provide written proof that she/he is covered by another health insurance program at the time of election. This proof shall be submitted with the written election.
 - c. Upon meeting all requirements for the buy-out, the lump sum amount specified in section (1), subject to any proration under section (2) one half of the buyout amount shall be deposited into the Section 125 account of each employee effective the beginning of the Section 125 plan year. The remaining balance shall be deposited into the plan six (6) months into the plan year.
 - d. Unused monies remaining in a flex account will be forfeited at the end of the plan year.

C. Worker's Compensation

All school employees are covered under Worker's Compensation Insurance.

INSURANCES AND RETIREMENT
(continued)

D. New York State Retirement

All full time personnel in the competitive and noncompetitive classes of Civil Service are required to join the New York Employee's Retirement System. Labor class employees are not required to join, but may do so.

In order to be eligible for health insurance benefits during retirement two conditions need to be met.

1. The employee must have worked for the district for at least ten (10) consecutive years immediately prior to retirement exclusive of any approved leaves of absence.
2. The employee must be vested in a state pension plan and if they are not vested, they must be at least fifty-five (55) years of age.

E. Flex Plan

All employees are eligible for participation in the IRS-125 Flex Plan. The scope of the plan allows for before taxes participation by each employee in (1) health insurance premium portion payment (2) elective health care reimbursement, and (3) dependent care expense reimbursement.

ARTICLE IX

PROMOTIONS, TRANSFERS AND REDUCTIONS IN NONCOMPETITIVE AND LABOR CLASS POSITIONS

A. Seniority:

For the purpose of this article, seniority shall be defined as the length of an employee's continuous service in the area of current employment with the District since the last date of appointment. In the event that two (2) or more employees have been hired on the same day, seniority standing shall be determined by drawing lots.

B. Layoff and Recall:

Subject to ability and fitness to perform the job, layoff of employees shall be in order of seniority, with the least senior employee being laid off first. Recall shall be in the reverse order of layoff and no new employees shall be hired in these positions until all employees on layoff have been offered an opportunity to return to work. All layoffs and recall shall be by department and job title.

C. Special Rights:

The special rights of Veterans and Exempt Volunteer Firemen as prescribed by Sections 85 and 86 of the New York State Civil Service Law and as amended from time to time, will be adhered to if layoff or recall becomes necessary.

D. Promotions and Transfers:

The District reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty. However, seniority shall be given due consideration in making these decisions.

E. Employees who are terminated or are terminating their own employment with the School District shall give and receive a minimum of fourteen (14) days notice prior to the termination date.

ARTICLE X

COMPENSATION

Under this agreement, a “step” system has been implemented for various job categories. When hired, individuals will be placed on step based upon their prior experience. The Superintendent will evaluate prior experience and determine step placement.

There is not necessarily a direct connection between years of service in the district and step placement due to the possible effect of prior experience.

All step movement will take place on July 1st of each year, not on the individuals anniversary date of hire.

Date of hire will be used for determining longevity only. Longevity will be awarded on the individuals anniversary date when applicable.

A. Base Hourly Rates

2003-2004 School Year

Position	Step # 1	Step # 2	Step # 3
Years of Employment in General Area	1 to 3 years	4 to 6 years	7 to 9 years
Clerical			
Typist	\$ 7.80	\$ 8.84	\$ 10.40
Account Clerk Typist	\$ 9.36	\$ 11.44	\$ 13.00
Senior Typist	\$ 9.36	\$ 11.44	\$ 13.00
Food Service			
Food Service Helper	\$ 7.54	\$ 8.84	\$ 10.40
Cook	\$ 9.88	\$ 11.96	\$ 13.52
Cook Manager	\$ 12.48	\$ 14.56	\$ 16.64
Transportation			
Bus Driver	\$ 10.92	\$ 12.48	\$ 14.04
Bus Mechanic	\$ 10.92	\$ 12.48	\$ 14.04
Head Bus Mechanic	\$ 13.52	\$ 15.60	\$ 17.68
Head Bus Driver	\$ 13.52	\$ 15.60	\$ 17.68
Aides			
Teacher / Library / Any Aide	\$ 7.80	\$ 8.84	\$ 10.40
Buildings and Grounds			
Cleaner	\$ 7.54	\$ 8.84	\$ 10.40
Grounds Keeper	\$ 7.54	\$ 8.84	\$ 10.40
Building Maintenance	\$ 9.36	\$ 10.40	\$ 11.44
Head Custodian	\$ 13.52	\$ 15.08	\$ 16.64
Nurses			
LPN	\$ 11.88	\$ 13.45	\$ 15.01
RN	\$ 12.49	\$ 13.51	\$ 15.61

COMPENSATION
(continued)

2004-2005 School Year
2005-2006 School Year
2006-2007 School Year

Position	Step # 1	Step # 2	Step # 3
Years of Employment in General Area	1 to 3 years	4 to 6 years	7 to 9 years
Clerical			
Typist	\$ 8.19	\$ 9.28	\$ 10.92
Account Clerk Typist	\$ 9.83	\$ 12.01	\$ 13.65
Senior Typist	\$ 9.83	\$ 12.01	\$ 13.65
Food Service			
Food Service Helper	\$ 7.92	\$ 9.28	\$ 10.92
Cook	\$ 10.37	\$ 12.56	\$ 14.20
Cook Manager	\$ 13.10	\$ 15.29	\$ 17.47
Transportation			
Bus Driver	\$ 11.47	\$ 13.10	\$ 14.74
Bus Mechanic	\$ 11.47	\$ 13.10	\$ 14.74
Head Bus Mechanic	\$ 14.20	\$ 16.38	\$ 18.56
Head Bus Driver	\$ 14.20	\$ 16.38	\$ 18.56
Aides			
Teacher / Library / Any Aide	\$ 8.19	\$ 9.28	\$ 10.92
Buildings and Grounds			
Cleaner	\$ 7.92	\$ 9.28	\$ 10.92
Grounds Keeper	\$ 7.92	\$ 9.28	\$ 10.92
Building Maintenance	\$ 9.83	\$ 10.92	\$ 12.01
Head Custodian	\$ 14.20	\$ 15.83	\$ 17.47
Nurses			
LPN	\$ 12.47	\$ 14.12	\$ 15.76
RN	\$ 13.11	\$ 14.18	\$ 16.39

2. New employees will be evaluated by the superintendent as to training and experience and assigned an appropriate base hourly rate.
3. All employees who are off step will receive a 4% increase in their hourly rate for the 2003-2004 school year, a 5% increase in their hourly rate for the 2004-2005 school year, a 4% increase in their hourly rate for the 2005-2006 school year and a 4% increase in their hourly rate for the 2006-2007 school year.

COMPENSATION
(continued)

4. Any long-term substitute who moves directly to a full-time position will be credited with service from the date of their appointment as a long-term substitute.
5. The employee's annualized salary shall be determined by using the number of work days plus paid holidays per year per employee, times the number of hours worked per day, times the hourly rate for the employee's job or route.
6. Individuals whose effective date of hire is after July 1st of a given year will be allowed to advance one (1) step on the salary schedule in the subsequent year providing that they worked at least 50% of the normal annual workdays for their appointment. (e.g. for a twelve month position, must work at least half of the annual days (260 or 261))

B. Miscellaneous Compensation Provisions

1. Longevity: Any employee who completes the following number of full years of continuous employment with the district shall receive the following longevity stipend on his or her employment anniversary date:

After 10 years of service.....	\$.15
15 years of service.....	\$.20
20 years of service.....	\$.25
25 years of service.....	\$.30
30 years of service.....	\$.35

2. Night custodial assignment(s) will receive an additional thirty-five cents (\$.35) per hour in the event that the regular assignment of such employee while school is in session includes at least four (4) hours worked after 6 p.m. daily. The night custodial rate applies for these employees throughout the year.
3. Elementary and Middle/High School
 - a. Food service workers will receive one dollar per hour (\$1.00) additional for each hour worked for special functions.
4. Bus Driver's Miscellaneous Compensation Provisions
 - a. Special trip rates for drivers will be \$10.75 per hour for the duration of this agreement.

COMPENSATION
(continued)

- b. For any trips that are less than two (2) hours but are contiguous with the employee's regular work hours, the employee will be paid at their regular hourly rate for the actual time of the trip. For trips that are less than two (2) hours in length but are not contiguous with the bus driver's regular work hours, the bus driver will be paid for a minimum of two (2) hours at the trip rate. For trips that are two (2) hours or greater, the driver will be paid at the trip rate.
 - c. If either a regular school day run is cancelled less than one-half (1/2) hour before scheduled departure or if a special trip is cancelled less than one (1) hour before scheduled departure, the driver will be paid for two (2) hours time.
 - d. When an extra trip is cancelled for any reason prior to show up time, the driver will go to the top of the list for the next extra trip that has not yet been scheduled.
- 5. All drivers' CDL-BP commercial license fees shall be paid for by the District after five (5) years of service.
 - 6. If drivers are required to prepare their buses for DOT inspections, the District agrees to compensate drivers at their hourly rate for three (3) hours. The District will also compensate drivers at their hourly rate for attendance at training sessions.
 - 7. An employee's salary may be frozen for one (1) year due to poor achievement or poor attendance. Evaluation at the end of the year which the employee has been held on the same contract salary will determine advancement, increase in contract salary, or termination of employment. The employee may appeal this decision through the grievance procedure.
 - 8. Any employee required to work on a holiday will be paid at a rate of time and one half.

ARTICLE XI

TRANSPORTATION/EXTRA DRIVING

- A. The Board of Education, fully supportive of educational field trips and athletic activities, resolves that for such trips, upon the approval of the superintendent.
- B. The assignment of drivers to such trips will be made to full-time regular drivers on the basis of alphabetical rotation.
- C. Summer runs will be assigned to employees according to seniority of drivers at the current hourly rate.
- D. The head driver will post a list of summer routes by mid June and finalized by graduation.
- E. Summer trips shall be posted at the minimum hours per route (Guaranteed three (3) hour minimum.)
- F. Full time drivers will be paid at their hourly rate when asked to substitute on a regular route.

ARTICLE XII

RETIREMENT AWARD

- A. Bargaining Unit members who retire from the Morrisville-Eaton Central School District and meet all of the requirements of subsection B contained in this article shall be eligible to receive the benefits as stated in subsection C of this article
- B. Requirements:
1. The employee must have been credited, at the effective date of retirement, a minimum of ten (10) years of service with the Morrisville-Eaton School District since his/her last date of hire.
 2. The employee must submit to the Board of Education, in writing, an irrevocable notice as to his/her effective date of retirement a minimum of ninety (90) days prior to the effective date of retirement.
- C. Retirement Award
1. Each employee who meets the requirements in "B" above, and who qualifies under the definitions for retirement through the New York State Retirement System stipulations for retirement eligibility without penalty, shall be eligible for a district retirement award.
 2. The eligible employee shall receive a lump sum award payment (minus appropriate deductions) equal to 75% of the employee's accumulated sick leave times the employees regular hourly rate. Both the amount of accumulated sick leave and the regular hourly rate shall be calculated as of the employee's last day on the active payroll of the District. Payment will be made within thirty (30) days after the effective date of retirement.
 3. The maximum lump sum (pre-deductions) amount in C-2 above may not exceed sixteen thousand, five hundred dollars (\$16,500).
 4. The maximum amount of sick leave that an employee will be eligible to accrue will be equal to their regular hours worked per day times two hundred (200).

ARTICLE XIII

SICK LEAVE BANK

A. General:

The Sick Leave Bank is for the Morrisville-Eaton educational support personnel and approved by the Morrisville-Eaton Educational Support Personnel Organization and the Board of Education.

B. Eligibility for Membership:

Membership in the Sick Leave Bank is open to all Bargaining Unit members.

Membership is voluntary on the part of the employee, according to the membership procedure outlined below.

C. Establishment and Continuance of the Bank:

During the school year, a Sick Bank will be established and will continue through the duration of the present contract as follows:

1. The Sick Leave Bank, not to exceed the number of eligible full-time educational support employees employed by the District multiplied by two (2), to a total number of hours as is determined by those employees' hours per working day, will be established through contributions by the educational support employees wishing to contribute. Two (2) days may be contributed by each employee at the end of four (4) months of employment. The Sick Leave Bank may not be used until after six (6) months of employment.

As of the ratification date of this agreement or as soon as possible thereafter, the Association and the District will re-establish a sick bank which will re-start at 800 hours. The 800 hours will be made up of any and all existing hours, the hours as provided through an initial one (1) day contribution from present volunteers and the requisite additional hours, as automatically put in place by the District Employees wishing to continue in the sick leave bank will contribute one day (based on work hours) at the beginning of the school year.

2. Replenishment of days used from the Sick Leave Bank will be made by contributions from the educational support personnel when the days in the bank have been depleted in the following manner:
 - a. Educational support employees desiring membership shall make application on "Form A Sick Leave Bank Authorization Form", and will be assessed the equivalent in hours of two (2) work days from their accumulated sick leave.

SICK LEAVE BANK
(continued)

D. Procedures for Sick Leave Bank:

1. The Sick Leave Bank may be used when an enrolled educational support employee is incapacitated by illness or injury certified by the participating member's physician.
2. The applicant's sick leave accumulation must have been exhausted for three (3) days prior to eligibility.
3. Withdrawal (See Request Form "Sick Leave Bank Form B"). This form can be obtained from the Building Principals's office and returned to the Superintendent's office.
4. The request can be for no more than twenty (20) school days. Reapplication can be made if desired for the current school year. (Reapplication -- "Form B")
5. The completed request form for the Sick Leave Bank must be acted upon within two (2) school days of its receipt by the Superintendent's office. The applicant shall be notified, in writing, within two (2) school days of the action taken by the Governing Board.
 - a. The applicant shall make reapplication on Form B five (5) days prior to the designated termination of approved leave.
 - b. The Governing Board shall meet to review such reapplication within two (2) school days following the receipt of the reapplication by the Superintendent's office. The applicant will be notified in writing within two (2) school days of the action taken by the Governing Board.
 - c. There is no carry-over into the ensuing school year. The applicant must submit a new request on Form B, if one is desired, in the ensuing year.
6. The Sick Leave Bank will not be penalized for any approved hours not used by a Non-Instructional employee.
7. A educational support employee using sick leave hours from the Bank shall not have to replace these hours except as a regular contributing member in accordance with the provision herein specified.
8. Upon termination of employment or withdrawal of membership from the Bank, participating employees shall not be permitted to withdraw their contributed hours.

SICK LEAVE BANK
(continued)

E. Governing Board:

1. Composition

Membership of the Governing Board will total five (5). Four (4) members will be selected by the Morrisville-Eaton Educational Support Personnel Organization, one each from Custodial, Clerical, Cafeteria and Bus Driver areas. The fifth member will be the Superintendent, or designee, who will be the chairperson of the Governing Board.

2. Term of Office

The members will hold office for one (1) school year. It is highly recommended that at least one educational support employee be selected by the Educational Support Personnel Organization as a carry-over person of the Governing Board, to provide operation continuity.

3. Bylaws

- a. The Governing Board will have its annual organizational meeting during the first full week of the fall session.
- b. A quorum for a meeting is three (3) persons - two (2) Non-Instructional employees and one (1) administrator or designee.
- c. The members of the Governing Board are all voting members. Voting will be by roll call vote.
- d. The recording secretary of the Governing Board shall be a Non-Instructional employee elected by the Governing Board. All minutes and forms will be considered confidential.
- e. All decisions of the Governing Board are final and will be reached by a simple majority. A written decision will be forwarded to the applicant, the District office and the Sick Leave Bank by the recording secretary.
- f. In case of absence of the Superintendent, his/her designee will act as chairperson
- g. Robert's Rules of Order will be used as the guidelines for all meetings.

SICK LEAVE BANK
(continued)

F. Amendment Provisions:

The governing Board may make recommendations to revise the sick leave bank procedures. Such recommendations shall require the approval of both the Board of Education and the Organization in order to become effective.

ARTICLE XIV

IN-SERVICE COURSES

- A. The two parties agree that requests for participation in in-service courses by any employee require the approval of the Superintendent.
- B. It is understood that the employees will be paid their current hourly rates for the time they participate in the course or courses. All costs associated with courses approved by the Superintendent will be paid by the District.

ARTICLE XV

EVALUATION

Every employee will be evaluated a minimum of once a year by his or her immediate supervisor. A copy of the evaluation is to be furnished to the employee and a copy filed with the district office. An employee may attach his or her comments to any evaluation copy that is to be placed in his or her personnel folder.

ARTICLE XVI

TERMS OF THE AGREEMENT

A. Duration of Agreement:

The term of the agreement shall be from July 1, 2003 to June 30, 2007. The Association only can open contract after June 30, 2006.

B. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

C. This Agreement and all provisions herein are subject to all applicable laws, regulations and decisions of the Commissioner of Education for New York State. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

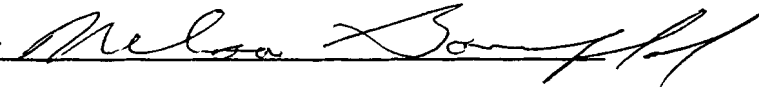
D. Any individual arrangement, agreement or contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Copies of this Agreement shall be printed at the expense of the Board and given to all employees now employed by the Board or hereafter employed by the Board on or before signing the statement of employment.

The Morrisville-Eaton Central School District

By:

Chief School Administrator



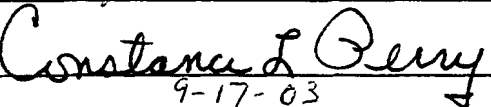
The Morrisville-Eaton Central School Non-Instructional Employees' Organization:

By:

President



Secretary



9-17-03

Date

EDUCATIONAL SUPPORT PERSONNEL ORGANIZATION

GRIEVANCE FORM

Date _____

Employee's Name _____

Building _____ Title _____

Nature of Grievance: _____

Settlement Desired: _____

Signed: _____
(Employee)

Signed: _____
(For the Association)

Administrative Reply:

Date _____

Signed _____
(Administrator)

Fill out in quadruplicate and distribute:
2 copies to the Administrator
1 copy to the Association
1 copy to the Employee

MORRISVILLE-EATON CENTRAL SCHOOL

Morrisville, New York 13408

FORM A
SICK LEAVE BANK AUTHORIZATION FORM

I hereby authorize you to deduct _____ hours from my accumulated sick leave. This deduction is for the purpose of placing _____ hours on deposit in the Morrisville-Eaton Central School Non-Instructional Sick Leave Bank. I understand that by making this deposit, I become a member of the Sick Leave Bank as stated in the Sick Leave Bank regulations as approved by the Morrisville-Eaton Non-Instructional Group and the Board of Education.

I further authorize an additional assessment of _____ hours against my sick leave accumulation when necessary to maintain the quota of the bank.

Date _____

Employee's Signature

Copies to: Educational Support Personnel Member
District Office
Sick Leave Bank Recording Secretary

MORRISVILLE-EATON CENTRAL SCHOOL

Morrisville, New York 13408

FORM B
REQUEST FOR USE OF SICK LEAVE DAYS

Pursuant to the regulations of the Sick Leave Bank, I hereby request _____ (number of hours) hours from the Sick Leave Bank. These days are necessary due to the following facts as certified below by the attending physician.

Date: _____

Employee's Signature

ATTENDING PHYSICIAN'S CERTIFICATION

The statement above concerning the signed employee's need for additional sick leave hours is hereby certified.

Date: _____

Employee's Signature

Date received by the Superintendent's office: _____

Date of action taken by the Governing Board: _____

Action taken by the Governing Board:
