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AGREEMENT

-between-

STARPOINT CENTRAL SCHOOL DISTRICT

-and-

**STARPOINT CENTRAL SCHOOL DISTRICT
BUILDINGS & GROUNDS UNIT
LOCAL 872, CSEA, INC.
(AFSCME, AFL-CIO)**

July 1, 2004 – June 30, 2007

RECEIVED

DEC 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

35

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE.....	1
I. RECOGNITION.....	1
II. COLLECTIVE BARGAINING UNIT	1
III. UNION SECURITY AND DUES CHECKOFF	2
IV. RIGHTS OF CSEA.....	2
V. RIGHTS OF THE EMPLOYER.....	3
VI. RIGHTS OF THE EMPLOYEES	3
VII. HOURS OF WORK.....	4
VIII. OVERTIME	4
IX. WAGES AND LONGEVITY.....	6
Also See Appendix A	
X. HOLIDAYS.....	6
XI. VACATIONS	7
XII. EMERGENCY DAYS	9
XIII. LEAVES OF ABSENCE	9
XIV. RETIREMENT.....	11
XV. INSURANCE	12
XVI. PROMOTIONS.....	14
XVII. SENIORITY	15
XVIII. LAYOFF AND RECALL.....	18
XIX. PERSONNEL FILE	20

XX.	SPECIAL WORKING CONDITIONS.....	21
XXI.	REPORTING FOR WORK.....	22
XXII.	GRIEVANCE PROCEDURE.....	22
XXIII.	AMENDMENTS.....	24
XXIV.	NO DISCRIMINATION.....	24
XXV.	OVERNIGHT SHIFT COVERAGE.....	24
XXVI.	SAVINGS CLAUSE.....	24
XXVII.	LEGISLATIVE ACTION.....	25
XXVII.	DURATION.....	25
	APPENDIX A.....	A

PREAMBLE

It shall be the public policy of the District, Starpoint Central Schools, and the purpose of this Agreement, to promote harmonious and cooperative relationships between the District and its employees, and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government.

THIS AGREEMENT is made between the **STARPOINT CENTRAL SCHOOL DISTRICT**, hereinafter referred to as "District"; and the **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL # 1000, AFSCME, AFL-CIO, STARPOINT CENTRAL SCHOOL DISTRICT BUILDING AND GROUNDS EMPLOYEE UNIT, Local # 872**, hereinafter referred to as "CSEA".

ARTICLE I – RECOGNITION

Section 1: The District agrees that CSEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances. The period of unchallenged representative status for the CSEA shall be the maximum period permitted by law.

Section 2: The CSEA affirms that it does not assert the right to strike against the District, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II – COLLECTIVE BARGAINING UNIT

Section 1: This contract shall apply to the job titles listed below and similar positions that may thereafter be created:

Cleaner
Custodian
Groundsperson
Building Maintenance Mechanic
Building Maintenance Person III
Head Custodian
Laborer
Laborer (DL)
Building Maintenance Person

Section 2: (a) Employees represented in the recognized unit shall include only: (A) persons appointed by the Board to a permanent position listed above; and (B) persons appointed by the Board as temporary employees under Civil Service Regulations to a position listed above. Such a temporary appointee shall become covered by this Agreement after the appointee has

performed one hundred twenty (120) consecutive days of such service in that position. The one hundred twenty (120) day period will be extended by one (1) day for each scheduled work day this employee is absent.

- (b) Other persons hired by the District to work as "part-time", "temporary" or as "substitutes" are not to be construed as represented employees by this Agreement.

Section 3: When hired, the District will furnish to a designated Union representative the names and work assignments of temporary and substitute employees who are assigned to perform work normally and regularly performed by employees in the recognized unit.

Section 4: Supervisors will not be precluded from continuing to perform work performed by employees in the recognized unit to meet emergencies or to train unit employees or to test new equipment or work procedures to the same extent as in the past.

ARTICLE III – UNION SECURITY AND DUES CHECKOFF

Section 1: Any employee (except temporary or substitute employees) whose terms and conditions of employment are governed by this Agreement shall be required to have deducted from his/her wages the amount equivalent to dues levied by the CSEA.

Section 2: The District shall deduct from the wages of the employees and remit to the Civil Service Employees' Association, Inc., P.O. Box 7125 Capitol Station, Albany, New York 12224-9989, regular membership dues, agency fees and other authorized deductions. The District agrees to deduct and remit such monies on a payroll period basis, exclusively to the CSEA, as the recognized negotiating agent for the employees in the unit. If the employee is or becomes a member of CSEA, CSEA shall furnish the appropriate payroll deduction authorization to the District.

Section 3: The District shall be held save-harmless against and be indemnified by the Union for any necessary costs of defending against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of any actions taken or not taken in respect to deduction of monies pursuant to provisions of this Section.

ARTICLE IV – RIGHTS OF CSEA

Section 1: The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees pursuant to the

Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute: under any terms and conditions of this agreement; to designate its own representatives; and to appear before any appropriate official of the District to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate; and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the District of any of its agents.

Section 2: Upon written request to the District, CSEA representatives may be granted permission to attend area conferences. Attendance at such conferences shall be subject to approval by the Superintendent of Schools or his designee as to the conference attended and individuals participating. Such leave shall be unpaid.

ARTICLE V – RIGHTS OF THE EMPLOYER

Section 1: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are to be retained by it, including but not limited to the right to determine the mission, purpose, objective and policies of the District; to determine the facilities, methods, means and number of personnel for the conduct of the District programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions; and to classify or reclassify and allocate or reallocate the new or existing positions in accordance with law.

Section 2: Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the District shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment, and to enter into a written agreement with the CSEA.

Section 3: Strict application of the Agreement will not be required if necessary to comply with the Rehabilitation Act and the Americans with Disabilities Act. There will be prior discussion with CSEA before a final implementation of any accommodation.

ARTICLE VI – RIGHTS OF THE EMPLOYEES

Section 1: Any employees covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear or coercion, reprisal or penalty from the CSEA or the District.

Section 2: Employees may join and take an active part in the activities of the CSEA without fear of any kind of reprisals from the District or its agents.

Section 3: Any employee may bring matters of personal concern to the attention of the appropriate District representative and officials. The CSEA must be permitted entrance to all grievance hearings over the meaning and interpretation of this Agreement and must be informed immediately of decisions, awards or settlements that resolve the issues in such cases.

ARTICLE VII – HOURS OF WORK

Section 1: The normal work day shall not exceed eight (8) hours, exclusive of the lunch period, and the normal work week shall not exceed forty (40) hours.

Section 2: Groundspersons who are called in for snowplowing, in addition to their regular shift, will, after working four (4) hours on an assignment, be entitled to a paid one-half (1/2) hour lunch period.

Section 3: Any employee who is a volunteer fireman shall be paid if he is missing from work or is late reporting to work due to his firefighting duties under the following regulations:

- a. Each absence shall not exceed a one-day period.
- b. Each absence shall be verified by the fire chief stating the number of hours on duty as a volunteer fireman.
- c. The Director of Facilities and Operations shall be notified by a responsible member of the employee's family that the employee will be absent.
- d. In the event of an emergency at school, the employee's primary responsibility is to the District. Determination of such priority is the responsibility of the Director of Facilities and Operations.

ARTICLE VIII – OVERTIME

Section 1: All employees shall receive overtime compensation at the rate of time and one-half (1 ½) of their regular hourly wage for any hours worked over and above forty (40) hours in their scheduled work week.

For purposes of this section, vacation, holidays, emergency days and personal days shall be considered as hours actually worked.

Section 2: Employees required to work on a Sunday shall be paid for such hours worked at a rate equal to twice that of their normal rate.

Section 3: If an employee is called to work during a special event and the employee does appear for work and the event is cancelled, the employee shall receive a minimum of two (2) hours pay.

Section 4: Overtime Lists: Separate overtime rosters shall be maintained for the following titles:

Cleaner
Custodian, Laborer and Laborer (DL)
Groundsperson
Building Maintenance

The order of individuals on such lists shall be established annually by random selection. An employee who does not wish to participate in overtime for the school year shall so notify the immediate supervisor in writing. Once the employee notifies the District, said employee shall remain off the list for the remainder of the work year.

Section 5: Overtime work (i.e. work above forty (40) hours in the scheduled work week of the employee involved) shall be offered in a fair and equitable manner. Lists will be maintained on a school-year basis, will be posted by the time clocks, and will be updated monthly. The District will endeavor to equalize all overtime hours and distribute them in a fair and equitable manner.

Section 6: All overtime shall be offered to the individual as per Section 4 above, taking into account cumulative total of hours worked or offered.

Section 7: Payment for overtime shall be specified as such on the paycheck.

Section 8: Use of Non-Bargaining Unit Employees.

If the District has received two (2) refusals to perform a particular overtime assignment or if provisions of Article XXI (Reporting for Work) have not been followed, the District may employ non-bargaining unit employees. An employee will not be charged for an overtime offer while on vacation.

Section 9: If an employee is called back to work overtime for an emergency (e.g. boiler failure, security violation) the employee will receive a minimum of two hours pay or actual time worked, whichever is greater.

Section 10: All employees shall be paid their regular holiday pay, plus time and one-half (1 ½) for any time worked on a regularly scheduled holiday, provided the employee works the scheduled day before the holiday and the scheduled day after the holiday, except when the employee is on a scheduled day off or when a bona fide medical emergency exists, with final determination of the medical emergency to be made by the Superintendent of Schools.

ARTICLE IX – WAGES AND LONGEVITY

Section 1: All hourly rates will be increased by 3.0% per hour in each year of the contract.

The rates to be observed and applied for the term of this Agreement are listed in Appendix A.

Section 2: Trial Period Pay Rate

The probationary pay rate applies during a “trial period” (defined in Article XVII, Section 8), unless the promoted employee’s job has a lower permanent rate. Then, the probationary rate or the employee’s current hourly rate, whichever is higher, applies.

Section 3: Shift Differential

All employees permanently assigned to the 2nd or 3rd shift shall receive an additional fifteen (15) cents an hour shift differential. This differential will not be paid to employees reassigned to the 1st shift during summer and recess periods. When a day shift (1st shift) employee works the 2nd or 3rd shift for five (5) days or more, he/she shall be paid the shift differential for all hours worked.

ARTICLE X – HOLIDAYS

Section 1: All employees shall receive the following holidays with pay, provided the employee works the scheduled day before the holiday and the scheduled day after the holiday, except when the employee is on a scheduled day off or when a bona fide medical emergency exists, with final determination of the medical emergency to be made by the Superintendent of Schools:

July Fourth	Day before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
	Memorial Day

- Section 2:
- a. Should the holiday fall within the normal work week, it shall count as hours worked in computing overtime.
 - b. Should the holiday fall within the employee's vacation period, the employee shall receive another day vacation or a compensatory day mutually agreed upon.

Section 3: The Association shall have the right to review the holiday schedule set each year by the Superintendent of Schools before it is implemented, and the Association will be granted the opportunity for input in that decision. Before July 1st of each year, the Superintendent and CSEA will meet to determine the actual dates of holiday observances.

ARTICLE XI – VACATIONS

Section 1: Twelve (12) month employees covered by this Agreement shall receive the following vacation with pay:

Less than one (1) year of service	One (1) day for each two (2) months of service, not to exceed five (5) days
One (1) year of service up to two (2) full years of service	Five (5) days
Two (2) years of service up to three (3) full years of service	Ten (10) days
Three (3) years of service up to ten (10) full years of service	Fifteen (15) days
Ten (10) years of service and over	Twenty (20) days

Section 2: For those employees hired on or after July 1, 1991, the vacation entitlement shall be:

Less than one (1) year of service	One (1) day for each two (2) months, up to five (5) days maximum
One (1) year of service up to two (2) full years of service	Five (5) days
Two (2) years of service up to five (5) full years of service	Ten (10) days
Five (5) years of service up to thirteen (13) full years of service	Fifteen (15) days
Thirteen (13) years of service and over	Twenty (20) days

Section 3: Eligibility for vacation shall be determined and credited as of July 1st each year as measured from the anniversary date.

Section 4:

- a. Vacations shall be scheduled with the appropriate Department Head. In case of conflict with scheduling, the employee having the most seniority shall prevail.
- b. Vacations normally are granted in one (1) week blocks, but single vacation days may be taken if approved by the immediate supervisor in advance.

Section 5: There shall be no accumulation of unused vacation days and vacations must be taken in the school year (July 1 to June 30).

Section 6: Holiday pay shall be computed according to the normal workweek in which the holiday falls.

Section 7: Paid vacation time shall be treated as "time worked" for overtime computation purposes.

Section 8: Vacation Buyback

Employees that are entitled to fifteen (15) days of vacation per year shall be entitled to sell back to the District, five (5) days of vacation per year. This section shall only apply from 2004 to 2007 and shall no longer be available to employees after such time unless mutually extended by the parties.

ARTICLE XII – EMERGENCY DAYS

Section 1: All employees shall be paid when school is officially closed on emergency days. In addition, employees who are asked to and do report for work will be paid for at straight time rates rather than by compensatory time for the hours worked.

Section 2: When school is closed during the course of the school day due to inclement weather, second shift will be allowed to report early with the permission of the Director of Facilities and Operations.

Section 3: When weather conditions worsen after reporting to work, employees may go home without loss of pay if they have the approval of the Superintendent or immediate supervisor, if the Superintendent is not available.

ARTICLE XIII – LEAVES OF ABSENCE

Section 1: Sick Leave

a. All employees hired prior to July 1, 1994, shall be allowed fourteen (14) days for personal illness, three (3) of which may be used due to illness in the immediate family. Sick leave shall be earned as follows:

July 1	Seven (7) days
Jan. 1	Seven (7) days

b. Employees hired on or after July 1, 1994, will be granted twelve (12) annual sick days, three (3) of which may be used due to illness in the immediate family. Sick leave shall be earned as follows:

July 1	Six (6) days
Jan. 1	Six (6) days

c. Sick leave may be taken in one (1) hour increments for medical appointments only.

d. Employees shall not earn or be entitled to use any sick leave during their first three (3) months of employment after hiring, and their sick leave shall be earned as follows during the remainder of their first year of employment:

If 12 Benefit Days	If 14 Benefit Days
--------------------	--------------------

July 1	Four (4) days	Five (5) days
Jan. 1	Four (4) days	Five (5) days

- e. Additional days for family illness may be granted by the Superintendent.
- f. Unused sick leave is to be cumulative for a period of two hundred twenty (220) days for twelve (12) month employees. Immediate family shall be defined as the employee's current spouse or children, brother, sister, mother, father, current spouse's mother and father.
- g. For absence resulting from personal illness in excess of five (5) consecutive working days, employees shall be required to be examined by the school physician if required by the Superintendent. Physician shall state nature and duration of illness and indicate employee fitness to return to work.

Section 2: Death in the Immediate Family

Up to three (3) days leave with full pay shall be granted to any employee following a death in the employee's immediate family. For the purpose of this section, family shall be defined as the employee's current spouse, children, mother, father, brother, sister, grandparent, grandchild, current spouse's mother and father.

Section 3: Personal Leave

- a. Employees shall be allowed three (3) days per year for leave of a personal nature to transact or attend to legal business or family matters that cannot be conducted at any other time. These personal days shall be non-cumulative. However, unused personal days at the end of each year will be added to the two hundred twenty (220) day accumulated sick leave limit for twelve-month employees.
- b. Except in unusual emergencies, the employee shall notify the employee's immediate supervisor in advance so that proper provision can be made to secure a qualified substitute. Personal days will not be granted the day directly before or after recess periods or holidays, except with special permission for a reason that has been approved by the Superintendent of Schools.
- c. Employees must complete an Employee Absence Form to request a personal leave day, specifying the reason. Personal leaves will

not be granted for recreational activities or any business that could be scheduled or rescheduled outside regular work time.

- d. Employees are entitled to no personal leave for the first three (3) months of employment after hiring, but thereafter are entitled to a prorated share of the personal leave entitlement for the balance of the first fiscal year in which they are employed, up to a maximum of two (2) days.

Section 4: Jury Duty

All regular employees, when called upon to serve on jury duty, shall receive their full salary for such days as served, less such amounts as may be paid to them for such services, exclusive of mileage payments received.

Section 5: Other Leaves

The Board of Education may grant or deny, at its discretion, personal leaves of absence which are not expressly provided for in this Agreement.

Section 6: Family and Medical Leave Act (FMLA)

All paid leave benefits, except for five (5) vacation days, shall be applied to any FMLA entitlements. At an employee's request, all vacation days shall be applied.

ARTICLE XIV - RETIREMENT

Section 1: The District will make available to each employee membership in the New York State Employees' Retirement System under provisions of 75C (Tier 1 and 2), A14 (Tier 3), and A15 (Tier 4), and options 41-J and 60-B (Tier 1 only) of said plans at no expense to employees, except as provided in revisions to the Retirement and Social Security Law of New York State as enacted in Chapter 890 (Laws of 1986) and subsequent years.

Section 2: If an employee with ten (10) or more years of continuous service in this District or who is granted a disability retirement actually retires under the terms of the New York State Employees' Retirement System after July 1, 1990, the District will pay the retiree the prorated vacation earned after July 1 to the date of retirement.

Section 3: Any unit member who is eligible to retire under the terms of the New York State Employees Retirement System and from the Starpoint

Central School District may convert unused sick days, up to a maximum of 220 days, at the rate of 35 percent of the employee's daily rate, not to exceed \$9,000, for the purchase of health insurance premiums. Said rate shall be calculated by multiplying the employee's hourly rate by eight (8) hours. The accumulated value of the sick leave accumulation will be documented and health insurance premiums will be paid until the funds run out.

ARTICLE XV – INSURANCE

Section 1: Health insurance coverage shall be equal to or better than the existing coverage in effect as of 2/9/99. The District shall provide to employees a choice between two plans. The employee shall have the option to select: 1) NOVA self-insured PPO Plan with \$10 co-pay for doctor visits and \$5/\$10 prescription co-pay coverage or, 2) NOVA administered self funded traditional plan with \$200/single, \$300/family deductible and with 80/20 coinsurance with \$500 single, \$1,000 family out-of-pocket maximum and \$5/\$7 prescription co-pay coverage.

- (a) Funding. The foregoing self-funded plan(s) shall be funded by the district. Effective July 1, 2005, each unit member shall contribute annually toward the cost of their medical insurance as follows:

Family = \$425 Single = \$250

- (b) Option to Change Health Insurance: The CSEA and the District agree that the parties will initially meet no later than October 31, 2004 to review alternative health programs with the intent of saving the District additional monies.

Section 2: Optical Plan

The District shall pay the full premium costs for each employee per year for the CSEA Silver Vision Care Plan.

Section 3: Dental Plan

Employees will be provided dental insurance through the CSEA Employee Benefit Fund, Horizon Dental Plan. The District shall contribute 90% of the composite premium. If another plan is selected by the Unit, the District's contribution will be set at a maximum of \$41.62 per month per eligible employee for the life of this contract. If a husband and wife are both employed by the District, only one dental plan for the family will be paid for by the District.

Section 4: Ban on Duplicate Enrollments

This Agreement prohibits any enrollments at the District's expense if an employee or the employee's spouse or dependents are covered by comparable coverage by any group health insurance plan that is partially or fully paid by another employer. If a husband and wife are both employed by this District, the District will pay for only one health plan for the family.

a. "Comparable coverage" refers to (1) any HMO voluntarily chosen by the employee or dependents; (2) the plan referred to in Section 1, Article XV; (3) any group health insurance plan which is partially or fully paid by another employer which provides equal or better benefits as compared to the District's plan.

b. Waiver Amounts:

Employees eligible for a health insurance plan which is fully funded by the District and not receiving health insurance for one full fiscal year shall receive an annual gross amount of:

(1) \$1,400 for waiver of the family plan

-OR-

(2) \$500 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the District).

In addition to the foregoing, the waiver form shall be amended to include the right to 1/12 of the applicable waiver sum for each full calendar month health insurance is waived.

Section 5: Re-entry Opportunity

Every employee who is barred from enrollment in the District's group insurance plan is assured of the opportunity to enter or re-enter this plan if the disqualifying circumstances are removed and the employee gives the District written notice of same. The exact date of coverage will follow the date of said notice and will be determined by the administrator of the District's group plan.

Section 6: Retirees

Employees who retire shall be eligible to continue group health insurance for five (5) years from the date of retirement, or until reaching their Medicare eligibility date, whichever comes last, provided

they purchase insurance with accrued sick leave pursuant to Article XIV, Section 3 or if without sick leave accruals pay the full premium. If the employee predeceases the spouse during this period, the spouse will be able to continue the insurance for the remainder of that period, provided the spouse pays the full premium.

Section 7: The District shall offer employees a flexible benefit (125 Plan). The District shall pay the administrative costs of the program. The health insurance contribution described in Article XV Section 1(a), can be paid for through the flexible spending account.

ARTICLE XVI -PROMOTIONS

Section 1: Job Postings

Vacancies in job titles in the Unit shall be posted on bulletin boards located in each school building within ten (10) days after the determination to fill such vacancy has been established by the District.

Section 2: Job Transfers

Bidding for non-competitive and labor class positions will be decided based on seniority and qualifications that shall include: relative ability, training, experience, efficiency, attendance, and the employee's work record with the District. No bidding will be allowed until a job is open.

Section 3: Provisional Employment

A person who has performed satisfactorily on a provisional employment shall be given three (3) opportunities to take the Civil Service examination. At the end of this time, if the person has not passed the examination, the Board shall terminate the employment.

Section 4: Employment Procedures (Including competitive, non-competitive, exempt and labor classifications)

- a. Appointments for competitive positions will be made in accordance with Niagara County Civil Service Commission regulations.
- b. Employment in non-competitive and labor classifications will be made from the eligibility list in chronological order of application. The immediate supervisor will recommend one applicant from among the first three for a particular position, and approval of the Superintendent of Schools will be required.

ARTICLE XVII - SENIORITY

Section 1: Probationary Period

- a. Employees in the bargaining unit covered by this Agreement shall be considered probationary for the first twenty-six (26) weeks of full-time employment. Whenever the terms "probationary" or "probationary period" are used in this Agreement, the reference shall apply to initial employment or reemployment. Seniority will not be recognized while an employee is serving a probationary period.
- b. The probationary period must be automatically extended by one (1) day for each scheduled work day a probationary employee is absent.
- c. Seniority rights shall begin upon successful completion of the probationary period, and shall be retroactive to the date of hire.
- d. Department Heads shall be held responsible for notifying the Board at the regular meeting prior to the completion of the twenty-six (26) week period with a written evaluation of the person's work and a written recommendation as to whether the employee shall be placed on permanent status.

Section 2: Seniority Areas – Defined

- a. District Seniority shall be acquired after an employee's successful completion of the probationary period served after original hire, or rehire after a break in seniority, and shall be measured from the employee's date of hire in a permanent position covered by this Agreement. An employee's District Seniority shall be his date of appointment, subject to adjustment as required herein.
- b. Job Classification Seniority shall be acquired retroactive to the employee's date of permanent appointment to a particular job classification covered by the Agreement, after successful completion of the trial period for that classification. An employee's Job Classification Seniority shall be his date of appointment to the job classification covered by this Agreement.

Section 3: Impact of Absences on Seniority

Seniority shall not accumulate during the following periods, and the employee's seniority date shall be adjusted by one (1) calendar day for each calendar day of these absences.

- a. Layoff
- b. Unpaid absence of five (5) or more consecutive workdays (thirty (30) or more consecutive workdays for Worker Compensation leaves).
- c. Disciplinary suspension.

Section 4: Tie-Breaking Policy

If two (2) or more employees have the same seniority, the more senior will be determined by date and order of appointment, as reflected in the official Board of Education minutes.

Section 5: Seniority Forfeiture

All seniority rights shall be forfeited and employment shall be permanently severed for any of the following reasons:

- a. Discharge or dismissal for cause.
- b. Resignation
- c. Retirement under any retirement benefit plan.
- d. Layoff for more than nineteen (19) consecutive calendar months, unless a longer period is mandated by law.
- e. Refusal to accept recall from layoff.
- f. Failure to report to work pursuant to recall from layoff requirements contained in this Agreement.
- g. Failure to return to work after the expiration of any leave of absence, unless otherwise excused by the District, in writing, because of the existence of an "emergency" as defined in paragraph (i) below.
- h. If the employee falsifies the reasons for a leave of absence.
- i. Abandonment, actual or constructive, of employment due to no-call, no-show (AWOL) of three (3) or more consecutive work days, unless otherwise excused by the District, in writing, because of the existence of an emergency. For the purpose of this provision, an emergency is the existence of any circumstances beyond the employee's control which, even with all due diligence, prevented

the employee from contacting the District within the three (3) day period noted above.

Section 6: Resignation

- a. All resignations must be submitted in writing and shall specify the employee's last day of work.
- b. It shall be the policy of the District to consider resignations submitted to and approved by the Board of Education as binding upon the person resigning, when submitted to the District Clerk.
- c. In the event that the person is applying for reemployment with the District, that person will be classified as a new employee in all respects.
- d. If an employee resigns from employment and is rehired to a permanent position within twelve (12) consecutive calendar months of the effective resignation date, there shall be no break in the employee's District Seniority. Seniority shall not accumulate during this period of absence from employment.

Section 7: Seniority Lists

- a. Seniority lists shall be published within ninety (90) calendar days after the execution of this Agreement and annually in September. A copy of the seniority lists will be furnished to the Union President.
- b. If an employee believes that any new information on a seniority list is not correct as to that employee, the employee must submit a written request for correction to the office of the Director of Administrative Services, which states what the employee believes to be the correct information. These requests must be submitted not later than the thirtieth (30th) calendar day after the list is posted; otherwise, the information on the list as to that employee shall be deemed absolutely final. Unresolved disputes may be resolved through use of the grievance procedure herein, by submission directly to Stage Two.

Section 8: Trial Period

The terms "trial period" means a period of up to five (5) weeks after an employee has been assigned from one position to another under the posting procedures or any other permissible assignment procedure other than layoff and bumping. The trial period will be automatically extended one (1) day for each workday of absence during the trial

period. During the trial period, the employee's total performance will be appraised by the District to determine whether the District will make the appointment a permanent one. The employee's former position must remain available, if the employee is reassigned to that position during the trial period, either at the employee's request or because of the District's evaluation of the employee's work performance. The District's decision to retain an employee in the new position or to reassign the employee to his/her former position shall not be subject to the grievance procedure.

ARTICLE XVIII - LAYOFF AND RECALL

Section 1: Layoff and Recalls

The following terms apply only to employees occupying positions in classifications which are labor and non-competitive classes of the Civil Service as defined by the New York State Civil Service Law and regulations issued pursuant thereto.

Section 2: a. Layoff Procedure

Employees with the least Job Classification Seniority are the first to be laid off in any classification, but temporary and probationary employees in the classification are the first ones to go. Unless otherwise mandated by the Civil Service Law, the remaining employees must be able, without training, to perform the available work.

b. Bumping Options

1. Bump the employee with the least Job Classification Seniority in the same or other job classification in the same unit who has less District Seniority – but only if the employee doing the bumping had previously served in that other job classification for at least one (1) year, successfully completed his/her probationary period.
2. If the displaced employee has option (1) above, it must be utilized or the employee will be treated as having resigned as of his last day of work. A displaced employee who does not have option (1) available to him shall be laid off.
3. An employee who bumps must be able, without additional training, to perform the available work.

Section 3: Preferential Recall List

An employee who has been laid off shall be placed on a recall list for the job classification that he held at the time of the layoff. If an employee remains on the recall list without having been recalled for a period of not less than twelve (12) nor more than forty-eight (48) consecutive calendar months as mandated by law, beginning with the month immediately following the month in which the employee was laid off, he shall be regarded as having resigned as of the last day of the forty-eight (48) month.

Section 4: Recall Procedures

- a. A laid off employee may be recalled to any classification in which the employee formerly had Job Classification Seniority in the inverse order of seniority (last laid off in that classification is the first recalled) if:
 1. There is a vacancy in that classification (other than a temporary vacancy) which the District desires to fill (of more than forty-five (45) continuous days in duration); and
 2. The employee had previously served in that classification for at least one (1) year, had successfully completed his/her probationary period, and his/her overall performance in that area was rated as satisfactory or above; and
 3. The employee can perform all of the duties of the other classification without training.
- b. If the laid off employee is offered the above recall rights and refuses, his/her name shall be removed from the layoff list and he/she shall be treated as being resigned as of his/her date of refusal.
- c. An employee reclassified to a lower-rated classification pursuant to this Section within twelve (12) months after his/her last permanent assignment to it, shall resume his/her Job Classification Seniority in that job classification that he/she had at the time he/she left to go to another job classification or unit.
- d. An employee reclassified to a lower-rated classification pursuant to this Section shall continue to have recall rights to the original job classification he/she was laid off from for a period of at least twelve (12) but not more than forty-eight (48) calendar months as mandated by law, beginning with the month immediately

following the month in which the employee was laid off. Employees so recalled shall resume Job Classification Seniority status from the point when his/her layoff occurred.

Section 5: All laid off employees have a responsibility to inform the District, in writing, of their current address and telephone number.

Section 6: Recall procedure may be fulfilled by telephone, followed by written confirmation of the recall by certified mail to the employee's last known address. The employee must respond to such notification and return to work within five (5) days of its receipt, absent an emergency as defined herein.

Section 7: Nothing herein shall prohibit the District from temporarily filling a vacancy or new position prior to the date a recalled employee reports for work.

Section 8: The District agrees to keep the Union up-to-date, by notification to the Union President, in the event unit employees are recalled pursuant to this Article.

ARTICLE XIX - PERSONNEL FILE

Section 1: An employee shall have access to the personnel file maintained in the District Central Office that pertains only to that employee. That file shall be the only official file maintained concerning the employee. Access to the Central File shall be granted upon prior arrangement with the Director of Administrative Services, during the business hours when that office is normally open, and shall be in the presence of the Administrator in charge of the file or a person designated by that Administrator for that purpose. The employee shall not have access to confidential employment materials or references.

Section 2: The employee shall initial and date, with the date of the review, every document in the file at the time of the review. The employee shall not remove anything from the file. Copies shall be made available to the employee at the standard rate per page charged by the District, pursuant to the Freedom of Information Act.

Section 3: The employee may submit a written, dated and signed rebuttal to anything in the file that the employee deems to be derogatory. Rebuttals will be filed in the appropriate file determined by the District within ten (10) calendar days after receipt of the rebuttal. The District will advise the employee where it has filed the rebuttal.

ARTICLE XX - SPECIAL WORKING CONDITIONS

Section 1: Cleaners – Special Conditions

- a. Cleaners will not be required to take down light diffusers or be required to put them back up.
- b. Cleaners will not be required to pick up cafeteria tables.
- c. The District agrees to distribute paychecks to the afternoon cleaners on Thursday afternoon.
- d. Employees who are not granted eight (8) hours off between shifts will be compensated at the rate of time and one-half (1 ½) for the first hour of working during the employee's second shift.

Section 2: Job Classification – Custodians

Job descriptions for the position of custodians and cleaners shall be as established by the Niagara County Civil Service Commission and made available to the Association, custodians, and cleaners upon request.

Section 3: Working Conditions – Miscellaneous

- a. Designated Break Place – The District agrees to provide rooms to be used as lunch and break rooms for employees covered under this Agreement with the understanding that they will be kept clean and orderly.
- b. Equipment – Rubber gloves shall be furnished for those who need them.
- c. Substitute Pay – Substitutes, when placed in a new, permanent position, will begin at the lowest rate of pay for that position, regardless of the number of hours worked as a substitute.

Section 4: Clothing

The District shall provide uniform shirts that all employees must wear. To implement this, a joint labor/management committee will be established. The committee will be responsible for selecting the type and style of standard acceptable shirt.

ARTICLE XXI – REPORTING FOR WORK

Section 1: An employee unable to report for work due to illness or other sufficient cause shall report such absence to his/her immediate supervisor at least one (1) hour before the start of his/her shift. This call-in time is for first shift employees only. Second and third shift shall have a two (2)-hour call-in time provision.

Section 2: Employees who are disabled from working due to illness or injury shall report their status as set forth in Section 1 above for each day of absence. If such employees or medical authorities inform the District the absence will be for a period of time which they specify to the District, daily reports during that period will not be required. Employees will comply with the spirit, as well as the letter, of this rule to facilitate management's need to make or continue adjustments to perform work during absences from work. Every reasonable effort will be made by the employee to provide the District with the duration of the medical leave and the expected date when the employee will return to work.

ARTICLE XXII - GRIEVANCE PROCEDURE

Section 1: Grievance Tenets

- a. A grievance is a claim by the employee or the CSEA that there has been a violation, misinterpretation or inequitable administration of any provision of this Agreement.
- b. Upon request by an employee, a CSEA officer or his designated representative may assist in the presentation of a grievance with a reasonable amount of time off during working hours to be granted to the CSEA representative.

Section 2: Grievance Registration and Decision – Rendering Procedures

a. **1. Stage One – Immediate Supervisor**

A written presentation of grievance (s) by the aggrieved employee (s) or association to his/her/its immediate supervisor for discussion and formal resolution.

2. Time Limit

Initial registration must be filed within fifteen (15) workdays from the time the grievance occurred or arose

and of which the aggrieved employee(s) or association has knowledge.

3. Resolution Time Limit

Seven (7) work days from date of registration.

b. 1. Stage Two – Superintendent

Failure of satisfactory resolution in Stage One permits the aggrieved employee(s) or association to secure a second procedural stage wherein the employee(s) or association and his/her/its immediate supervisor must submit to the Superintendent within nine (9) work days of the completion of Stage One written statements relating to the grievance matter for the purpose of resolution by the Superintendent.

2. Time Limit

Nine (9) work days after receipt of written statements by the Superintendent.

c. Stage Three – Board of Education

Should resolution of the grievance fail in Stage Two, the aggrieved employee(s) or association shall have the right to appeal in writing to the Board. This appeal must be initiated within five (5) workdays of the completion of Stage Two. The Board shall hold a private hearing for the purpose of reviewing all written statements and minutes of the previous stages and a hearing of all parties involved in previous stages within fifteen (15) workdays. The Board shall render a decision within thirty (30) workdays.

d. Stage Four – Binding Arbitration

The Association can appeal from the Board's decision by submitting to the Board within five (5) work days after receipt of the Board's decision, a written demand for arbitration and, within ten (10) calendar days after receipt of the Board's decision, request the American Arbitration Association to furnish a panel of five (5) arbitrators. The parties will then be bound by the rules and procedures of the American Arbitration Association. The arbitrator's award and opinion will be issued in thirty (30)

workdays after the close of the hearing. The costs of the arbitration will be shared equally by the District and CSEA.

ARTICLE XXIII - AMENDMENTS

Section 1: Whenever it is claimed that an administrative rule, policy or action has violated a binding past practice, either party may request PERB to assign a Mediator at no cost to the parties to work with the Union and District to negotiate a resolution of the dispute at Stage II of the grievance procedure. If there is no resolution to the dispute within sixty (60) business days after the filing of the grievance, either party shall be entitled to move the grievance to Step III of the grievance procedure.

Section 2: Any modification of this agreement must be by mutual agreement, in writing, signed and dated by the authorized representatives of the Union and the District before it may constitute a binding commitment between the parties.

ARTICLE XXIV - NO DISCRIMINATION

Section 1: The District and the CSEA realize that they have a responsibility to promote and provide equal opportunities for employment, and as such it shall be the positive and continuing policy of the District and the CSEA to assure an equal opportunity in employment, regardless of race, color, religion, sex, age or national origin.

ARTICLE XXV – OVERNIGHT SHIFT COVERAGE

Section 1: Between the hours of 9:00 p.m. and 6:00 a.m. there shall be two CSEA Buildings and Grounds Unit members on duty, one of which shall be a custodian.

ARTICLE XXVI – SAVINGS CLAUSE

Section 1: If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereto should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.

Section 2: If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for the article or part thereof.

Section 3: The CSEA does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE XXVII – LEGISLATIVE ACTION

Section 1: 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 by providing the additional funds thereto shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXVIII – DURATION

This Agreement becomes effective July 1, 2004, and shall continue in full force and effect through and including June 30, 2007.

Signed Nov. 17, 2004, by duly authorized representatives of the parties.

**Starpoint Central
School District**

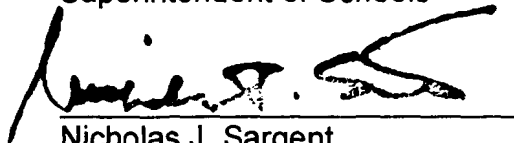
**Starpoint Central School District
Buildings & Grounds Unit
Local 872 (CSEA, AFSCME, AFL-CIO)**



Dr. C. Douglas Whelan
Superintendent of Schools



Sam Doak
President



Nicholas J. Sargent
Chief Negotiator



Dominic Luna
Chief Negotiator

APPENDIX A

I. Wage Schedule

Job Title	Hourly Rate	Hourly Rate	Hourly Rate
	2004/05	2005/06	2006/07
Building Maintenance Mechanic – Permanent	\$20.13	\$20.73	\$21.35
-Probationary/Provisional	\$19.19	\$19.77	\$20.36
Building Maintenance Person III – Permanent	\$18.04	\$18.58	\$19.14
-Probationary/Provisional	\$14.05	\$14.47	\$14.90
Cleaner – Permanent	\$15.01	\$15.46	\$15.92
-Probationary/Provisional	\$11.75	\$12.10	\$12.46
Custodian – Permanent	\$17.18	\$17.70	\$18.23
-Probationary/Provisional	\$13.40	\$13.80	\$14.21
Groundsperson – Permanent	\$17.38	\$17.90	\$18.44
-Probationary/Provisional	\$13.53	\$13.94	\$14.36
Head Custodian – Permanent	\$19.01	\$19.58	\$20.17
-Probationary/Provisional	\$18.17	\$18.72	\$19.28
Laborer or Laborer (DL) – Permanent	\$15.67	\$16.14	\$16.62
-Probationary/Provisional	\$12.27	\$12.64	\$13.02
Building Maintenance Person – Permanent	\$17.10	\$17.61	\$18.14
-Probationary/Provisional	\$13.34	\$13.74	\$14.15

II. Longevity

Effective July 1, 2001 and each year thereafter, the District agrees to pay each employee covered under this agreement longevity increments as determined by total years of service as of July 1st in accordance with the following schedule:

After five (5) years of service	\$ 100 per year
After ten (10) years of service	\$ 150 per year
After twenty (20) years of service	\$ 200 per year
After twenty-five (25) years of service and each year of service thereafter	\$ 250 per year

Effective July 1, 2005 and each year thereafter, the District agrees to pay each employee covered under this agreement longevity increments as determined by total years of service as of July 1st in accordance with the following schedule:

After five (5) years of service	\$ 175 per year
After ten (10) years of service	\$ 225 per year
After fifteen (15) years of service	\$ 275 per year
After twenty (20) years of service and each year of service thereafter	\$ 325 per year

The appropriate longevity increment denoted above shall be paid each year in the first pay period after July 1, 2001.

NOTE #1: Any employee working one-half or more of the normal hours of work in any title covered under the collective bargaining unit shall receive longevity payment(s) as set forth in this Appendix.

