



Cornell University  
ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Groton Central School District and Groton Central School District Unit #8907, Tompkins County Local 855, CSEA, Local 1000, AFSCME, AFL-CIO (2004)**

Employer Name: **Groton Central School District**

Union: **Central School District Unit #8907, CSEA, Local 1000, AFSCME, AFL-CIO**

Local: **1000, Tompkins County 855**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **5165**

Unit Size: **85**

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

# AGREEMENT

by and between the  
**BOARD OF EDUCATION**

of the  
**GROTON CENTRAL  
SCHOOL DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**

DEC 21 2005

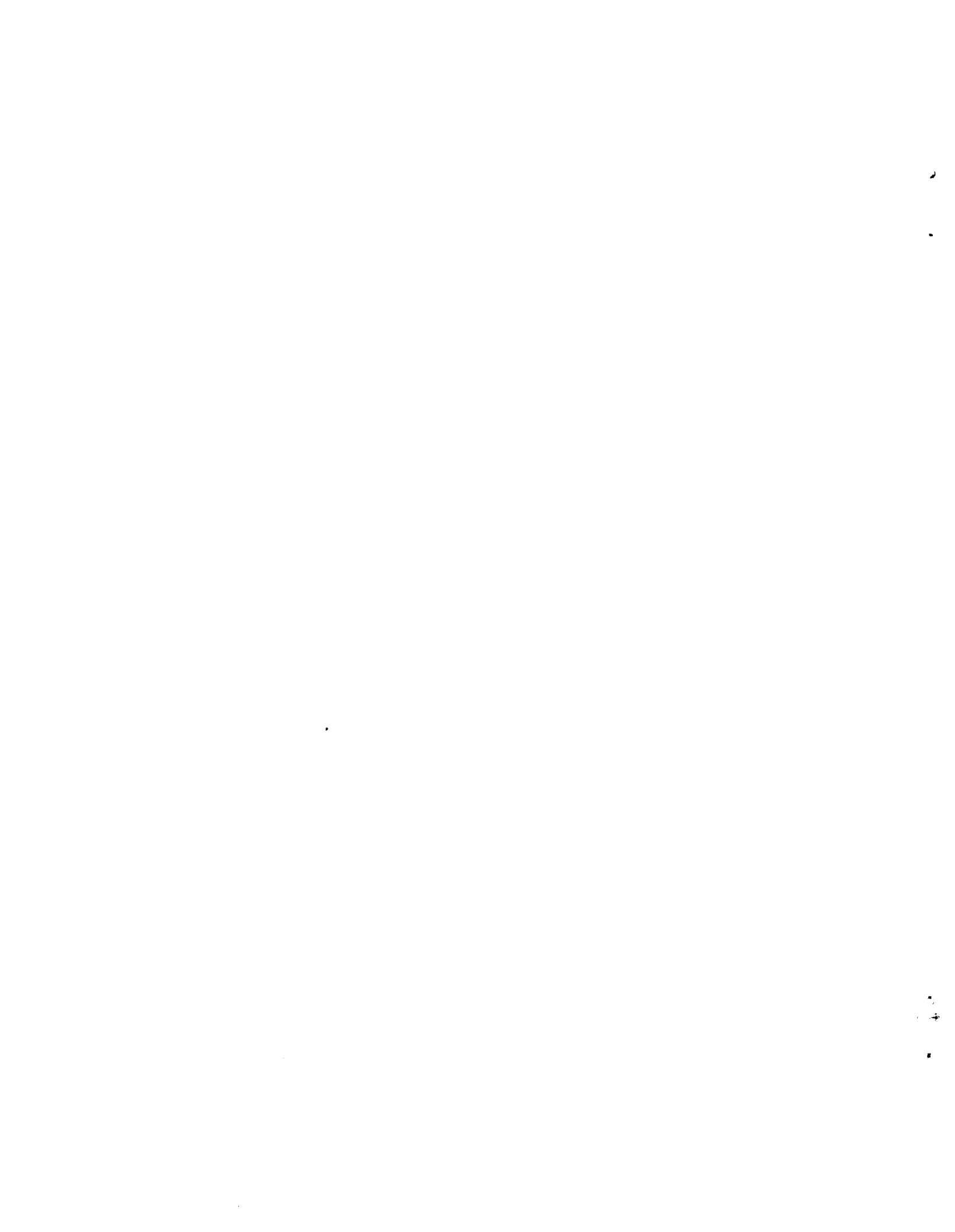
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



Groton CSD Unit #8907  
Tompkins County Local 855

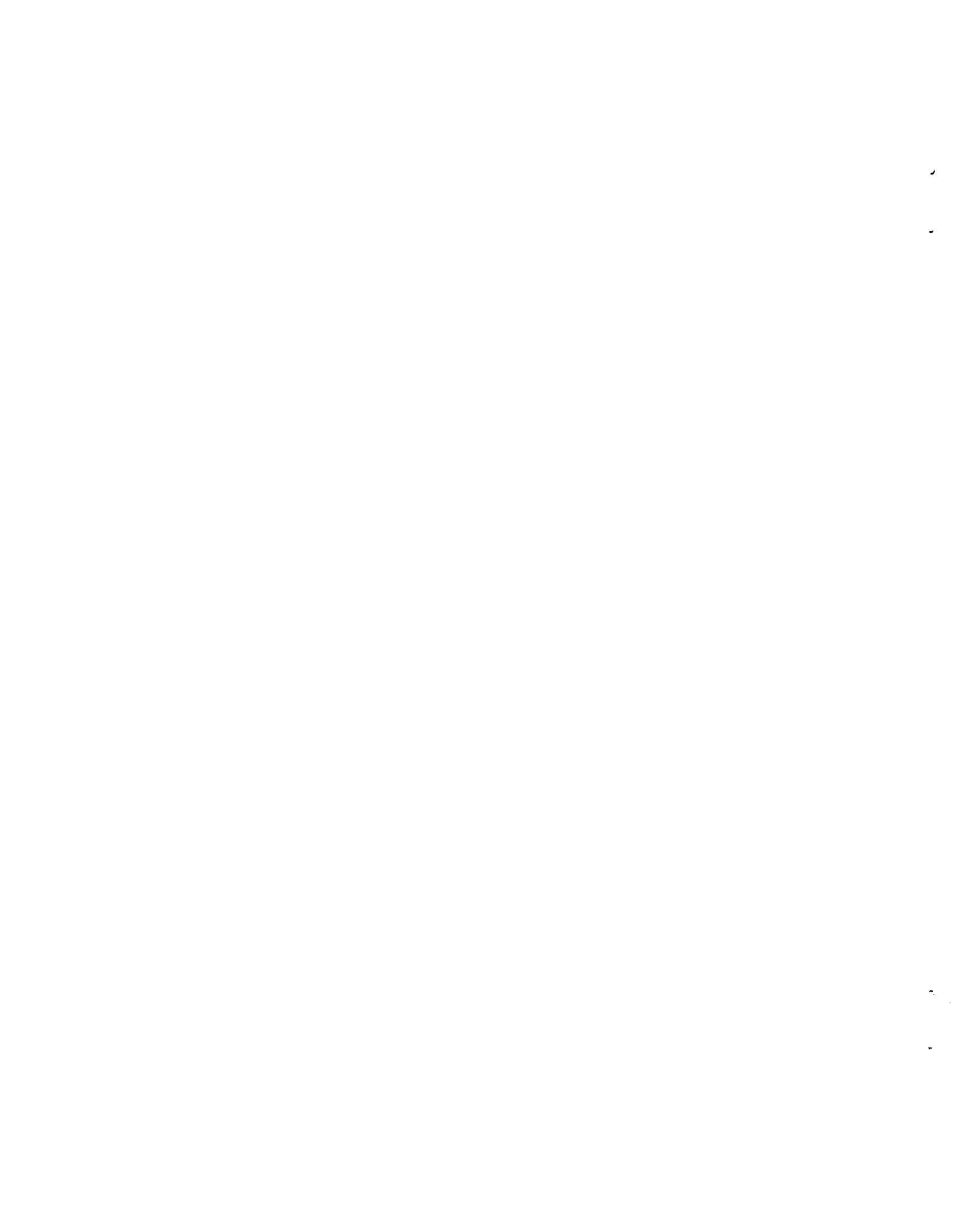
**July 1, 2004 - June 30, 2007**

85 employees



## *Table of Contents*

<u>ARTICLE</u>		<u>PAGE</u>
I	Preamble and Statement of Agreement .....	3
II	Purpose and Intent .....	3
III	Recognition and Appropriate Unit .....	3
IV	Association Security .....	3
V	Health and Safety .....	5
VI	Job Security .....	6
VII	Seniority .....	6
VIII	General Considerations .....	7
IX	Vacations .....	7
X	Holidays .....	8
XI	Snow Days .....	8
XII	Wages and Salaries .....	8
XIII	Sick Leave .....	11
XIV	Health Insurance .....	11
XV	Personal Leave .....	13
XVI	Bereavement Leave .....	13
XVII	Leave of Absence .....	13
XVIII	Jury Duty .....	14
XIX	Permanent Part-Time Help .....	14
XX	Uniforms .....	14
XXI	Labor Management .....	14
XXII	Out-of-Title Work .....	15
XXIII	Successor Clause .....	15
XXIV	No Subcontracting .....	15
XXV	Grievance and Arbitration Procedure .....	16
XXVI	Performance Evaluation .....	17
XXVII	Length of Agreement and Retroactivity .....	18
XXVIII	Legislative Approval .....	18
XXIX	Rules and Regulations.....	18
XXX	Continuation of Agreement (Triborough).....	18
XXXI	Retirement .....	18
XXXII	Term of Agreement .....	19
XXXIII	Transportation.....	19



**ARTICLE I**  
**Preamble and Statement of Agreement**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1ST DAY OF JULY, 2004, by and between the BOARD OF EDUCATION of the GROTON CENTRAL SCHOOL DISTRICT, Groton, New York (hereinafter referred to as the "Board") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Groton Central School Unit 8907 of Tompkins County Local 855 (hereinafter referred to as the "Association").

**ARTICLE II**  
**Purpose and Intent**

The Board and the Association declare it to be their mutual policy that in order to promote harmonious labor relations between the Board and the Association, the principle of collective bargaining is to be employed pursuant to the New York State Employees' Fair Employment Act.

The parties to this Agreement hereby agree not to limit employment with the school District or membership in the Association to any person because of his race, color, creed, sex, or national origin. The Board shall administer its obligation under this Agreement in a manner which will be fair and impartial to all employees.

**ARTICLE III**  
**Recognition and Appropriate Unit**

Pursuant to recognition and certification by the Board of Education, Groton School District, April 14, 1997, the Association is hereby recognized as the sole and exclusive bargaining agent for all bus drivers, custodial and maintenance workers, cafeteria workers, mechanics, keyboard specialists, stenographers, teacher aides, teaching assistants and school bus monitors. The Board recognizes the Association as the sole and exclusive negotiating agent for the employees in the appropriate unit with respect to wages, hours, and working conditions for the duration of this agreement. It is mutually agreed for the purpose of this Agreement, the terms "employee" and "employees" shall include all bus drivers, custodial and maintenance workers, cafeteria workers, mechanics, keyboard specialists, stenographers, teacher aides, teaching assistants and school monitors excluding all other employees, and all substitutes, nurses, temporary, seasonal and casual employees, as well as employees represented by other negotiating agents.

**ARTICLE IV**  
**Association Security**

The District shall deduct from the wages of each employee and send to the Civil Service Employees' Association, Inc., regular membership dues, and health and accident insurance premiums, and life insurance premiums and any home and car-owners insurance premium for those employees authorizing such deductions. Deductions shall be made in a uniform and consistent manner on each payday, and funds collected shall be transmitted to the Treasurer of the CSEA, Inc., P.O. Box 7125, Capitol Station, Albany, NY, 12224.

The Civil Service Employees' Association, having been recognized as the exclusive representative of employees within the bargaining unit, shall be entitled to have deductions made from the wage and salary of employees of said bargaining unit who are not members of CSEA, the amount equal to the dues levied by CSEA, the fiscal officer shall make such deductions and transmit them to CSEA, P.O. Box 7125, Capitol Station, Albany, New York. CSEA agrees to hold the employer safe and harmless

because of such deduction. At the beginning of the School Year, a listing indicating the name and address of non-members of CSEA will be supplied to CSEA.

The Association shall have the right to represent employees in the Unit in any and all proceedings under the Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms and conditions of this Agreement, to designate its representatives and to appear on their behalf to effect such representation, unless otherwise provided by law; to direct, manage, and govern its own affairs, to determine those matters which the members wish to negotiate, and to pursue these objectives free from any interference, restraint, coercion or discrimination by the Groton Central School District.

The Association shall have the right to pursue any matter or issue in accordance with the Grievance and Arbitration Procedure of the Agreement and acting through its officers and membership, be the sole judge thereof, unless it is expressly and specifically abridged, delegated, or modified by this Agreement, unless otherwise provided by law.

If any employee, who is a member of the Association, is charged pursuant to Section 75 of the Civil Service Law, he/she shall be informed immediately of his right to representation, and the Chairman of the Association Grievance Committee, or his/her designee, shall be informed immediately as to the facts and circumstances, if the employee so desires.

The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the School District. The District agrees that the facilities of the school shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the School District. Application for use of the facilities shall be made in accordance with already established procedures.

The Association shall have the right to designate a representative of the Association's insurance programs to visit the employees covered under this Agreement, on the job, for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, the appropriate School District official is notified, and assurance is given him that no inordinate interruption in the work of the employees will be involved.

For the purpose of administering, adjusting, or interpreting the terms and conditions of this Agreement, the Association Field Representatives shall have the right to visit the employees covered under this Agreement, on the job, however, the appropriate School District official shall be notified and total assurance given him that no inordinate interruption in the work of the employee will be involved. The name of the Field Representative shall be filed with the Superintendent.

When it is necessary for the President of the Unit, or his designated representative, to engage in Association activities directly associated with the Association duties as representatives of the Unit, which cannot be performed other than during working hours, the Superintendent or his designated representative may give such time without loss of pay as is necessary to perform any such activities. Officially authorized Association delegates shall be granted time necessary with pay to attend the annual meeting and/or special conferences of the CSEA, upon timely written notice to the Superintendent, not to exceed four days total.

The Association may use school mail facilities for communications.

The Association shall be furnished with the names and addresses, by sites, of members of the Unit which appear on the September payroll of each school year. The employer shall supply to the Non-Instructional Employees Unit, the names and location and date of hire or termination of employees, as those events occur.

**Employee Organization Leave:** Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc., shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:

1. An employee who is a member of the CSEA Board of Directors shall be granted three (3) days leave per year, without charge to accumulated credits, to attend Board of Directors meetings.
2. An employee who is delegate to the CSEA Annual Convention shall be granted three (3) days leave per year, without charge to accumulated credits, to attend the CSEA Annual Convention.
3. An employee who is elected or appointed official of Region V CSEA shall be granted three (3) days leave per year, without charge to accumulated credits, to attend meetings and official functions as called by the Regional President.

#### **ARTICLE V** **Health and Safety**

The Groton School District shall continue to make reasonable provisions as it deems adequate and necessary for the safety and health of its employees during the hours of their employment. If the Board of Education feels that safety glasses are required for mechanics and maintenance personnel, the District will provide them at no cost to the employees.

All employees within the Unit shall be covered under the New York State Worker's Compensation Law. A member of CSEA will be appointed to the School Safety Committee.

The District Safety Committee shall meet at regularly scheduled meetings to discuss issues of mutual interest.

#### **ARTICLE VI** **Job Security**

All bus drivers, custodial and maintenance workers, cafeteria workers, mechanics, keyboard specialists, stenographers and teacher aides shall be protected under Section 75 of the Civil Service Law and shall have the right to challenge any disciplinary action, in accordance with the Grievance and Arbitration Procedure of this Agreement. The employee must select either a Section 75 or grievance arbitration procedure and is not entitled to both procedures to resolve the disciplinary action.

The Arbitrator shall have no authority to disturb or modify in any manner the existing agreement.

#### **ARTICLE VII** **Seniority**

For the purpose of this agreement seniority shall mean the length of continuous service with the employer.

#### **Section 1. Posting and Bidding**

The District will fill all vacancies with the most qualified applicant. The District will consider unit and non-unit members who are qualified. Where the only qualified applicants are unit members, the employee with the greatest seniority will be allowed to fill the vacancy, with a



reasonable trial period not to exceed thirty (30) working days, subject to Civil Service Laws and Regulations. If during the thirty (30) day trial period an employee does not qualify for the position, the employee will revert back to the previous position and pay scale. It is agreed that competitive positions shall be filled in accordance with the State of New York Civil Service Law and the rules and regulations of the Tompkins County Civil Service Commission.

Members of the Unit will be notified by posting on Bulletin Boards in work areas, all support staff positions that are represented by CSEA, to be filled in the District, within five (5) working days before filling the position.

## Section 2. Layoffs

In the event of a reduction of force of a Civil Service position, the employee with the least seniority in that classification shall be laid off first. The laid off employee shall be allowed to bump another Civil Service employee with less seniority in another position where the laid off employee has the qualifications to perform the duties of that position and has performed in that position within the District in the past.

In the event of reduction in force of Teaching Assistant positions, layoffs shall occur in accordance with Education Law.

## Section 3. Recall

In the event of a recall, the most senior employee laid off shall be the first rehired in a position where the employee was laid off.

## Section 4. Summer Positions

Summer positions will be awarded by seniority in accordance with past practice.

## **ARTICLE VIII** **General Considerations**

Neither party to this Agreement shall make or attempt to make any alterations, modifications, changes, or variations of any of the items expressly and specifically covered by this agreement, except those that are made by mutual agreement signed, and appended hereto.

In the event that any Article or Section of this agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this agreement, which shall continue in full force and effect.

No employee shall suffer a reduction in his rate in the job classification in which he is working as a result of the execution of this Agreement. All previous rights (rights prior to Agreement) of employees shall be maintained unless specifically altered by this Agreement.

**ARTICLE IX**  
**Vacations**

All twelve (12) month employees in the CSEA Bargaining Unit shall be eligible for vacation with pay on the 1st anniversary date of their appointment to a regular, twelve-month position by the Board of Education.

Vacation time shall be earned on the basis as set forth in the schedule below:

1 year --	2 weeks
10 years --	3 weeks
16 years --	3 weeks plus 1 day
17 years --	3 weeks plus 2 days
18 years --	3 weeks plus 3 days
19 years --	3 weeks plus 4 days
20 years --	4 weeks

Unused vacation time up to one week may be carried over to the next year.

Vacations must be scheduled with the immediate supervisor and mutually agreed upon two (2) weeks prior to the start of vacation. In case of emergency, the two weeks may be waived.

**ARTICLE X**  
**Holidays**

All twelve (12) month employees in the CSEA Bargaining Unit shall receive the following holidays listed herein as days off with pay guaranteed:

New Year's Day and the preceding or following day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day and the following day  
Christmas Day and the day preceding or following

The District reserves the right to reschedule any of the foregoing holidays after District representative(s) discuss such change with Association representative(s).

**ARTICLE XI**  
**Snow Days**

Twelve-month employees will be required to work on weather emergency days. These employees will receive an additional personal day per year. If the employee is unable to come to work because of the weather, he/she will be charged for a personal day.

Ten-month Transportation Department and Food Service employees who are directed not to report to work on weather emergency days will be allowed to charge the day to available personal leave.

When school is closed for an emergency Teaching Assistants and Teacher Aides shall be excused from duty without loss of pay or leave accruals.

Clerical employees shall be required to report to work on weather emergency days on a schedule agreed upon by the affected clerical staff with District approval and notification to the CSEA Unit President. The agreed upon schedule shall be established using seniority. There shall be no loss of pay for the days not required to report to work.

## **ARTICLE XII** **Wages and Salaries**

**Required Meetings** – Effective July 1, 2004, all bus drivers shall receive \$9.43 per hour for all meetings, training sessions, and tests which they are required to attend, except the 20-hour training course required for bus driver certification.

**Extra Trips** – Regular bus drivers shall be given first opportunity to drive extra trips. Extra trips shall be posted for bid among current regular drivers for five (5) days when the district has advance knowledge of the extra trip. Extra trips shall be awarded to the senior driver bidding on the extra trip who has the least number of driving hours contained on the latest payroll report, as long as the driver's total hours for the workweek do not exceed forty (40). Notification of trip award shall be given at least two (2) days prior to the trip, whenever possible.

When a bus driver is required to drive an extra trip that causes him/her to lose his/her regular trip, he/she shall be paid his regular hourly rate for the first hour and \$11.43 for each hour of the same trip thereafter.

When a bus driver is required to drive an extra trip that does not cause him/her to lose his/her regular trip, he/she shall be paid \$11.43 per hour.

If the District fails to notify a driver that an extra trip has been cancelled at least one (1) hour prior to the commencement of the extra-trip, then the District will pay that driver two (2) hours at the extra trip rate. The District shall not be required to make the foregoing payment where the run was cancelled for reasons beyond the control of the District (including but not limited to weather), unless the District had knowledge of the cancellation more than one (1) hour prior to the commencement of the extra-trip.

When a regular driver substitutes, he/she shall be paid at his/her normal hourly rate of pay.

**BOCES Mail Run.** The BOCES mail run shall be paid at the rate of \$4.00 per day.

**Overtime** - Overtime at the rate of 1 1/2 times the regular rate of pay shall be paid for hours worked in excess of forty (40) hours per week. By mutual agreement between the employee and his/her supervisor, the employee may take compensatory time off at the rate of 1 1/2 hours per overtime hour worked.

Whenever reasonably possible, employees will have prior approval for overtime from his/her supervisor.

Regular pay shall be given to all employees attending required schools or seminars.

When working banquets or similar functions, cafeteria workers shall be paid a rate of \$11.43 per hour, unless the employee has worked in excess of 40 hours during that week, in which case the employee's overtime rate would be paid. An additional \$20.00 reimbursement will be paid to the individual responsible for the banquet.

Night Differential - Full time custodians in the CSEA Unit shall receive a five percent (5%) night differential when required to work between the hours of 3:00 p.m. and 7:00 a.m.

Longevity - Employees who have completed twenty (20) years of continuous service shall be entitled to a longevity payment of \$200. Eligibility for twenty year service when it has to be consecutive shall be in conformance with existing civil service.

Employment Date - Employees hired prior to March 1 of a given school year shall be entitled to the negotiated rate increase effective the next July 1. Employees hired after March 1 of a given school year shall remain at the same rate until the second next July 1.

Wage Adjustment

Increase hourly rates for each returning bargaining unit member, except Teaching Assistants and Clerical employees, as follows:

2004-2005            4% (\$.43)

2005-2006            4%

2006-2007            4% (\$.48)

Teaching Assistants    2004-05

1. Any Teaching Assistant whose 2003-04 hourly rate is less than \$10.67 per hour shall have their base hourly rate increased to \$10.67 per hour.
2. Any Teaching Assistant whose 2003-04 hourly rate includes an additional stipend rate for Life Space Intervention and/or In-School Suspension Monitor shall have their combined rate become their base rate. The Life Space Intervention and In-School Suspension Monitor duties shall become part of the job duties of the position encumbered by Teaching Assistants identified in this section.
3. In the event that the Life Space Intervention and/or In-School Suspension assignments are abolished or the Teaching Assistants identified in item 2 above bid to other positions, the parties will negotiate the appropriate base rate for the affected Teaching Assistant.
4. All Teaching Assistants shall receive a 4% flat dollar (\$.43 per hour) increase to the base rates identified in items 1 and 2 above.
5. In addition, all Teaching Assistants shall receive a \$.93 per hour Health Insurance adjustment added to their base hourly rate.
6. Teaching Assistants, who perform duties normally performed by Teachers who are paid a stipend for performing such duties, shall receive the appropriate stipend rate that the Teacher would receive, in addition to their regular salary.

Clerical Employees    2004-05

1. All clerical employees shall receive a 4% flat dollar (\$.43 per hour) wage increase.
2. In addition, all clerical employees shall receive a \$.50 per hour Health Insurance adjustment added to their hourly base rate.

Increases for Teaching Assistants and Clerical Employees for 2005-06 and 2006-07 shall be as set forth above.

**ARTICLE XIII**  
**Sick Leave**

Each ten-month employee will earn ten (10) days of paid sick leave per year. Each eleven-month employee will earn eleven (11) days of paid sick leave per year. Each twelve-month employee will earn twelve (12) days of paid sick leave per year. Sick leave shall be credited at the rate of one day per month. Regular part-time employees will receive proportionate benefits. Annual unused sick leave may accumulate up to a maximum of 200 days for ten-month and twelve-month employees. Sick leave may be:

1. Taken for personal illness or disability, or
2. Used up to five (5) days in any school year for sickness of any member of the employee's immediate family. "Immediate family" means: spouse, child, parents, or any relative permanently residing in the household. Such leave shall be considered as sick leave to be deducted from the accumulated sick leave of the employee.

Sick leave for bus drivers will be figured on an hourly basis, and sick leave will be charged in proportion to the hours actually missed.

CSEA employees who retire and have unused accumulated sick leave days will be reimbursed by the district for each unused day at the rate of \$40.00 per day. Reimbursement for employees who work less than full time will be prorated by the proportionate percentage of time worked during a regular workday. At the retiring employee's option, the amount due to the employee for unused sick leave days may be applied toward the employee's share of the group health insurance premium (as described for retirees under Article XIV).

The District may request a doctor's statement verifying an employee's illness where the employee is out for three (3) or more consecutive days. Failure to provide a doctor's statement within three (3) working days of the District's request will result in the disallowance of sick leave.

Employees who are absent from work for a period of three (3) or more consecutive workdays without calling in are deemed to have terminated their employment with the District and to have waived their right to hearing under Civil Service Law §75.

**ARTICLE XIV**  
**Health Insurance**

The Health Insurance Program provided for all ten month and twelve month eligible employees in the CSEA Bargaining Unit shall be Blue Cross and Blue Shield with Major Medical Benefits or its equivalent with a major medical deductible of \$100/\$300 (individual/family) effective January 1, 2005. Eligible employees may also choose to enroll in the basic dental benefits program offered by the school district. Health, prescription (\$2 co-payment for generic drugs and \$6.00 co-payment for name brand drugs for eligible unit members; \$0 co-payment for generic drugs and \$10.00 co-payment for name brand drugs effective January 1, 2005), and dental coverage shall be provided by the employer on a full twelve (12) month basis in the following manner:

Effective July 1, 1990, and applying to employees hired on or after that date, only full-time regular employees who have been appointed by the Board of Education to work at least six (6) hours per day shall be entitled to receive health insurance benefits through the district.

Individual Coverage (effective first payroll in September 2004)

- All eligible employees - 10% of annual premium divided by the appropriate number of pay periods.

Family (Dependent) Coverage (effective first payroll in September 2004)

- All eligible employees - 15% of annual premium divided by the appropriate number of pay periods.

All employees who receive health insurance shall be required to “flex” their premium contributions through the District’s IRS 125 plan.

Effective July 1, 2004, the District will provide a medical reimbursement plan for any employee who does not receive health insurance from the District. The District will make an annual contribution of \$75.00 for each such employee. The employee will be reimbursed, upon submission of a receipt, for any medical, dental or other expense authorized for reimbursement under an IRS 125 plan.

Effective July 1, 2004, the District will provide a medical reimbursement plan for any employee who has completed at least fifteen (15) years of continuous service with the District with an average of four or more hours per day and does not receive health insurance from the District. The District will make an annual contribution of \$250.00 for each such employee. The employee will be reimbursed, upon submission of a receipt, for any medical, dental or other expense authorized for reimbursement under an IRS 125 plan.

All eligible full-time retirees who retire under the New York State Employees' Retirement System or New York State Teachers' Retirement System and have been employed by the District for the previous ten (10) years shall have 65% of their health and prescription insurance premiums (dental not included) paid by the District. Employees hired on or after July 1, 2004 must have been employed by the District for fifteen (15) years at the time of their retirement in order to receive health insurance in retirement, and shall have 55% of their health and prescription insurance premiums (dental not included) paid by the District.

All bargaining unit members including those who are normally scheduled for and normally work less than six hours per day and who presently (as of February 17, 1993) have health care insurance coverage shall be entitled to maintain such coverage. The District will maintain its share of the current insurance premiums so long as the unit member(s) normal working hours are not reduced. In the event the hours of work are reduced, the District will reduce its contribution toward the insurance premium by using six (6) as a denominator. (*i.e. a unit members hours are reduced to four hours per day - district pays four sixth (4/6) of the insurance premium that it pays toward a full time employee's insurance premium*). It is further understood and agreed that the District will not reduce a unit member(s) working hours solely for the purpose of reducing its payment toward the unit member(s) insurance premium(s).

Employees with at least one (1) year of service to the District who are not eligible to receive health insurance may purchase health insurance from the District at no cost to the District.

**ARTICLE XV**  
**Personal Leave**

Ten and eleven month employees shall receive three (3) unrestricted personal leave days per year; twelve month employees shall receive four (4) unrestricted personal leave days per year. To use personal leave, the employee shall give his/her supervisor notice during the prior 24 hour period unless an emergency prevents the giving of such notice. In such cases, an explanation shall be given to the supervisor. All unused personal leave days shall be added to the employee's accumulated sick leave as of June 30 of the current year.

**ARTICLE XVI**  
**Bereavement Leave**

In the event of a death in the family that shall include spouse, child, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, brother, sister, son-in-law, daughter-in-law, stepmother, stepfather, stepsister, stepbrother, stepson, and stepdaughter, employees shall be granted three (3) days per death with full pay. When the circumstances warrant, the Superintendent may grant additional time, if so requested by the employee.

**ARTICLE XVII**  
**Leave of Absence**

All Employees in the CSEA Unit may be granted, upon request, a leave of absence without pay for up to two (2) years duration if approved by the Board of Education with no loss of seniority, and shall be reinstated at the prevailing rate of pay in their job title. However, unit members on an approved leave of absence shall not accrue any other benefits under this agreement. Unit employees must request leave in writing, setting forth the beginning and ending date of the leave as well as the reason(s) for which the leave is desired.

Bargaining unit members may take up to two (2) days unpaid leave of absence in a school year upon appropriate notification to the Superintendent. The District will continue health insurance coverage during these two (2) days in accordance with the collective bargaining agreement.

If an employee wishes to take three (3) or more days of unpaid leave of absence, then the employee must submit a request to and receive the approval of the Board of Education prior to taking the leave. Employees who are granted an unpaid leave of absence of three (3) days or greater shall be solely responsible for the cost of their health insurance premium for the period of the unpaid leave, unless the employee is eligible for coverage under the Family and Medical Leave Act ("FMLA"). The District reserves the right to deduct the cost of the health insurance premium for the period of the unpaid leave from the employee's wages.

**ARTICLE XVIII**  
**Jury Duty**

All employees covered in the CSEA Unit when serving on Jury Duty shall receive full pay less reimbursement made by participating sovereign.

**ARTICLE XIX**  
**Permanent Part-Time Help**

In respect to paid vacation time, permanent part-time help employees shall be defined as twelve-month employees regularly scheduled to work five (5) days per week. These employees shall receive two (2) weeks vacation after one (1) year, half of those benefits granted to full-time employees.

**ARTICLE XX**  
**Uniforms**

Effective July 1, 2004, the Board agrees to pay \$125.00 to each food service and \$100.00 to each maintenance and custodial (cleaner) worker before October 1st of each school year.

Note: The District will no longer reimburse for uniform tops.

**ARTICLE XXI**  
**Labor Management**

Bi-monthly meeting shall be scheduled on a day and hour mutually established by both parties, and shall be held on such a day and hour if there are matters of mutual concern to be discussed. The agendas for each succeeding meeting shall be generally agreed upon before the meeting. The Association shall be represented by a majority (3) of its officers.

Except as expressly limited by other provisions of this Agreement, and subject to law, rule, and regulation, all of the authority, rights, and responsibilities possessed by the District are retained by it, including, but not limited to, the rights to the executive management and administrative control of the school system and its properties and facilities; to administer the New York Civil Service Law, including the selection, hiring, promotion, and transfer of employees, and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

The exercise of such rights shall be limited by the express terms of this Agreement and the applicable laws.

**ARTICLE XXII**  
**Out-of-Title Work**

All work performed by the bargaining unit shall only be performed by employees of the bargaining unit, and further, that employees outside the bargaining unit shall not perform duties normally assigned to the bargaining unit except in an emergency, or, when employees in our bargaining unit are not available, or, all employees are employed and additional help is needed.

Bus driver duties included the transportation of students. At the district's option, employees other than bus drivers may drive an equipment vehicle.

An employee shall not be required to perform duties that are not assigned to him by virtue of his classification. In the event that an employee consents to perform duties of a higher classification, that employee shall receive the higher rate of pay (same step in higher grade). If an employee is required to perform duties in a lower classification, that employee shall continue to receive his current rate of pay.

When a cafeteria cook is absent, the food service worker present with the most seniority shall be offered the opportunity to be assigned as cook. The member serving as cook for the day shall receive an additional \$10.00 for the day.



**ARTICLE XXIII**  
**Successor Clause**

This Agreement shall be binding during its effective period, upon the employer's successors or purchasers, whether said succession or purchase be effected voluntarily or by operation of law.

In the event of the employer's merger or consolidation with another School District, this agreement shall be binding upon the merged or Consolidated School District.

No provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, or by any change of any kind in the legal status, ownership or management of the employer.

**ARTICLE XXIV**  
**No Subcontracting**

The Board agrees for the duration of this agreement that subcontracting shall not in any way affect a reduction in either the number of employees nor the hours worked.

**ARTICLE XXV**  
**Grievance and Arbitration Procedure**

For the purpose of this agreement, a grievance shall be defined as a dispute or controversy between an individual covered by this Agreement and the School District, over terms and conditions of employment, as stipulated in this contract. In the event that a number of grievances arise which contain a common question in fact, they may be consolidated into one grievance on the motion of the Board, the Superintendent, or the Association, and processed as one grievance, except where such consolidation may prejudice the rights of any party.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an arbitrator.

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. There shall be no extra pay for time spent in preparation and processing of a grievance during non-work hours.

**PROCEDURE:**

**Stage One** - Any employee who believes he has a justifiable grievance shall discuss the matter with his supervisor, with or without an Association representative present, in an attempt to settle the same within five (5) days after the grievance occurs. However, any such employee may, instead, if he desires, report the matter to an Association Grievance committee member, who shall take it up with the employee's supervisor in a sincere effort to solve the problem within said five (5) day period.

If the employee desires, he may be present during this discussion. If the supervisor, the employee, or the Association representative feels the need for aid in arriving at an equitable solution, they may discuss with, or if advisable, invite such additional School District or Association representatives as may be necessary and available, but such additional participants, whether actually present or consulted shall not relieve the supervisor, the employer, or the Association representative from responsibility for solving the problem. Within five (5) days after the oral presentation of the problem to him, the supervisor shall communicate on an oral basis, his decision to the employee and/or to the Association representative, if he was designated to represent the employee. The

foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the normal operation of the School District. If, however, a complaint or problem is not resolved satisfactorily in Stage One, it can be presented in writing within five (5) days and processed in Stage Two.

Stage Two - If a satisfactory adjustment is not reached in Stage One, the grievance shall be reduced to writing, and two (2) copies shall be served upon the Superintendent for his written decision. The employee or the Association Grievance Committee member may, within five (5) days thereafter, request a review and determination of his grievance by the Superintendent or his authorized representative. The designated representative of the Superintendent, for purposes of this Article, shall exercise the full authority of the Superintendent. The petition to the Superintendent shall be in writing and shall contain statements relating to the specific nature of the grievance and the facts surrounding it. The grievant may request a formal hearing in the petition, should he so desire. If a formal hearing is not requested, it is waived. The petition shall be forwarded both to the Superintendent and to the supervisor to whom the grievance was originally presented. Thereupon, and within two (2) days thereafter, the supervisor shall submit to the Superintendent a written statement of his information concerning the specific nature of the grievance and the facts related thereto.

The Superintendent, or his designated representative, may hold either a formal or informal hearing within five (5) days upon receiving a request from the employee, the Association representative or the supervisor.

The Superintendent, or his representative, shall answer said petition in writing. He will write his decision in duplicate, stating his reasons therefore, and sign and date both copies, within five (5) days after receiving the request from the employee or the Association representative, or within five (5) days after the informal hearing has been held. One copy shall be the property of the Association and the other kept by the School District.

Stage Three - In the event the grievance is unresolved after being processed through the steps of the grievance procedure, the Association may, within ten (10) days after receiving the notification of the Superintendent's decision, submit the grievance to arbitration, after communicating in writing, with the Superintendent, that an appeal is being made, pursuant to Stage Three of the Grievance and Arbitration Procedure.

At the time, the parties will write a joint letter to the New York State Public Employment Relations Board requesting that it submit a panel of arbitrators so that a single arbitrator may be selected by mutual agreement, in accordance with PERB rules and regulations. The expense of the arbitration shall be shared equally by the School District and the Association. All other expenses incurred shall be paid by the party incurring them. The decision of the arbitrator shall final and binding on the parties to this agreement. The arbitrator shall, when making said decision, have no power to add to, subtract from, or modify the specific provisions of this Agreement.

Forms for filing grievances, serving notices, taking appeals, and making reports, recommendations, and other documents, will be provided by the Board and will be used by the Association in the processing of all grievances.

## **ARTICLE XXVI** **Performance Evaluation**

Each Civil Service unit member shall serve a maximum Civil Service probationary period as set forth by local Civil Service regulations.

Each Teaching Assistant shall serve a three-year tenure period.

Each Civil Service unit member or Teaching Assistant shall be evaluated or receive a performance review at least one (1) time per school year.

**ARTICLE XXVII**  
**Length of Agreement and Retroactivity**

This agreement shall become effective of the date of ratification by the Board of Education, and shall terminate as of the close of business on June 30, 2007.

All rights and privileges provided by this Agreement shall become effective July 1, 2004, unless otherwise specified in this agreement, thus providing for retroactivity and accrual of said benefits from said date, viz. sick leave, pay, vacation leave, etc.

**ARTICLE XXVIII**  
**Legislative Approval**

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 therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XXIX**  
**Rules and Regulations**

Any and all existing rules, regulations, practices, benefits, and general working conditions previously granted by the employer shall remain in effect during the life of this agreement unless changed by mutual agreement in writing between the employer and CSEA.

**ARTICLE XXX**  
**Continuation of Agreement (Triborough)**

In the event a subsequent agreement is not reached before June 30, 2007, this Agreement shall continue in effect until such time as a new agreement is reached.

**ARTICLE XXXI**  
**Retirement**

The retirement plan known as the "Improved Career Retirement Plan" as outlined by the New York State Employees' Retirement System shall be made available to all eligible personnel. This is described as Noncontributory Plan-Section 75-i, premium to be paid by the Board of Education, except for those employees hired after July 1, 1976, who by State Mandate, will contribute three percent (3%) of their earnings.

The plan also includes Sick Leave Option 41J that applies unused sick leave as additional service credit upon retirement. Allowable sick leave credit is limited to 165 days and is applied as additional service credit on a calendar day basis.

The guaranteed minimum death benefit, know as Section 60-B has been adopted by the Board of Education and has become a part of the plan.

Employees with ten (10) or more years of credited service with either the New York State Teachers' Retirement System or the New York State Local and Employees' Retirement System shall not be required to contribute to their respective retirement system in accordance with New York State Law and Regulations. This is a statutory benefit and is not to be construed to be a contractual benefit and shall continue in effect as required by statute and regulation.

**ARTICLE XXXII**  
**Term of Agreement**

This agreement shall become effective July 1, 2004, and shall remain in effect until June 30, 2007.

**ARTICLE XXXIII**  
**Transportation**

If a bus driver is involved in any accident whatsoever, the transportation supervisor shall be notified as soon as possible and the driver will complete a written incident report on a form to be provided by the District.

In the event a regular bus route becomes vacant, current regular drivers may bid on vacant route prior to hiring new driver. Vacant routes will be assigned by seniority from among regular drivers seeking to change routes.

The District shall provide notice to the CSEA President when it creates a temporary run and the reason(s) why the run was designated as temporary. If a temporary run carries over into a succeeding school year, it shall be posted as a vacant route and bid on in accordance with this article.

In the event a bus driver position becomes vacant, a substitute can only be used in that position until a regular driver is hired, not to exceed twenty (20) working days.

IN WITNESS, thereof, this agreement has been signed by the duly authorized officers of the respective parties.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CSEA, Inc., Local 1000**  
**AFSCME, AFL-CIO**  
**Groton Central School Unit 8907**  
**Tompkins County Local 855**

**Groton Central School District**

\_\_\_\_\_  
Will Streeter, Labor Relations Specialist

\_\_\_\_\_  
Gary Smith, Superintendent of Schools

IN WITNESS, thereof, this agreement has been signed by the duly authorized officers of the respective parties.

Dated: 10/22/04

Dated: 10/25/04

CSEA, Inc., Local 1000  
AFSCME, AFL-CIO  
Groton Central School Unit 8907  
Tompkins County Local 855

Groton Central School District

Will Streeter  
Will Streeter, Labor Relations Specialist

Gary Smith  
Gary Smith, Superintendent of Schools

Sheldon Clark  
Sheldon Clark, Unit President

Bradley Albro  
Bradley Albro, Unit Vice President

Elizabeth Fitts  
Elizabeth Fitts, Unit Treasurer

Karen Brown  
Karen Brown

Dena Batzer  
Dena Batzer

Michael Petrella  
Michael Petrella

Katrina M. Randall  
Katrina Randall

Christie S. Brown  
Christie Brown