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GEN/5213

AGREEMENT BETWEEN THE
HARRISVILLE SUPPORT EMPLOYEES ASSOCIATION
AND THE
HARRISVILLE CENTRAL SCHOOL
BOARD OF EDUCATION

7/1
2007-2008
2008-2009
2009-2010 6/30

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees' Fair Employment Act), to encourage and increase the effective and harmonious working relationships between the Harrisville Central School Board of Education (hereinafter referred to as the "Board") and its support personnel represented by the Harrisville Support Employees Association, (hereinafter referred to as the "Union") and to enhance communications, cooperation and mutual understanding in the area of terms and conditions of employment, so that the cause of public education may best be served in Harrisville Central School.

NEGOTIATIONS PROCEDURE AGREEMENT

BETWEEN

HARRISVILLE SUPPORT EMPLOYEES ASSOCIATION

AND

HARRISVILLE CENTRAL SCHOOL BOARD OF EDUCATION

Pursuant to Article 14 of the State Civil Service, Harrisville Central School Board of Education hereby adopts the following procedure by which negotiations shall take place with said organization.

ARTICLE I - AGREEMENT

This agreement made and entered into this 20th day of September, 2007, by and between the Harrisville Central School Board of Education and the Harrisville Support Employees Association (hereinafter referred to as the "Union"). The district would like to engage the support staff in a three-year agreement, with an option to reopen after two if there are significant changes in Health Insurance.

ARTICLE II - PURPOSE AND INTENT

It is the joint responsibility and primary function of this agreement to set forth a procedure that will provide a mutual understanding in the area of terms and conditions of employment.

ARTICLE III - RECOGNITION

In setting forth the terms of this agreement, the Board and the Union agree on the following definitions:

A. **Salaried Personnel**: A member of the supportive non-instructional staff who is salaried (either on a 10-month, 11-month or 12-month yearly employment basis) and receives the benefits extended to all salaried non-instructional employees.

B. **Hourly Personnel**: A member of the supportive non-instructional staff regardless of department, who is not salaried, and is not eligible for all benefits received by salaried personnel. These personnel are paid strictly on an hourly work-pay basis.

The Board is asked to recognize the Union, for the purpose of negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative negotiating unit for non-teaching personnel in Harrisville Central School District. The negotiating unit consists of the following groups:

1. Bus Drivers
2. Transportation - mechanic, mechanic's helper

3. Cafeteria - head cook, food service helpers, food service assistant, dishwasher, aide, cashier, lunchroom aide
4. Custodial - including hourly workers
5. Support Staff - bus aide, library aide, teacher aide, other hourly personnel not included in any of the above
6. Guidance Secretary
7. Registered Nurse (School)

Excluded: Cook/Manager, Working Foreman, Superintendent Secretary, Principal Secretary

The provisions of this agreement constitute the sole procedure for the processing and settlement of any claim by a member of the non-instructional negotiating unit of a violation of this agreement by the Board.

ARTICLE IV - AREAS FOR NEGOTIATION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Union to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of those public schools under the jurisdiction of the Board. The Board recognizes that it must operate in accordance with all statutory provisions of the Commissioner of Education and other regulatory groups. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE V - PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams - Representatives of the Union shall meet with representatives designated by the Board of Education for the purpose of negotiations to reach an agreement.
2. Opening Negotiations - Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than 15 days following such request. In any given contract renewal school year, such request shall be made on or before February 1st.
3. Negotiating Procedures - Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals, in an effort to reach agreement. Both parties shall agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, such additional meetings shall be held as the parties may require for reaching an agreement on the issues, or until an impasse is reached.

Meetings shall not exceed three (3) hours, unless an extension is agreed upon, and shall be held at a time other than the regular school hours, unless the Board gives authority to do otherwise. In such an event, there will be no loss of compensation in any way to the Union representatives. Negotiation sessions shall be closed to the public.

Either negotiating team may request the right to a thirty-minute caucus at any time, and such request shall be granted.

During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Union, the proceedings of the negotiations shall not be released to any public media, but committee reports may be released to the respective constituencies.

ARTICLE VI - HEALTH INSURANCE

1. The Board shall continue to offer to salaried and hourly personnel the opportunity to participate in the St. Lawrence-Lewis School Employees Health Care Plan. The school district will pay:

Year One: No Change The district will pay 100% of the Individual premium.
The district will pay 90% of the Two-Person or Family Premium.
(Inclusive of Dependent Students over Age 18)

Year Two: The district will pay 98% of the Individual Premium.
The district will pay 90% of Two-Person or Family Premium.

Year Three: The district will pay 95% of the Individual Premium.
The district will pay 90% of the Two-Person or Family Premium.

ARTICLE VII - RETIREMENT PLAN

The Board will provide qualifying Tier I and Tier II personnel the opportunity to participate in the New York State Employees Retirement System 75i program and allow Tier III and Tier IV members' participation as prescribed by Retirement Law.

ARTICLE VIII - LEAVES OF ABSENCE

1. Sick Leave

a. All unit members will be entitled to sick leave for reason of personal illness, injury, medical examinations or immediate family illness, when the employee is required to attend the patient.

b. All unit members shall be allowed the following:

1. Ten-month salaried employees shall be allowed twelve (12) sick leave days per year.
2. Eleven-month salaried employees shall be allowed thirteen (13) sick leave days per year.
3. Twelve-month salaried employees shall be allowed fourteen (14) sick leave days per year.
4. Hourly employees shall be allowed one (1) sick leave day per month.
5. If unused, sick leave shall be allowed to accumulate for a total of not more than one hundred eighty (180) full days for ten-month employees, two hundred (200) full days for eleven-month employees, and two hundred twenty (220) full days for twelve-month employees.
6. Sick leave is to be computed as of July 1 of each year.
7. School officials may ask for a physician's statement for any illness exceeding three (3) days.

2. Personal Leave

a. Three (3) personal leave days per year, non-cumulative, may be granted to unit members, including hourly personnel. Personal leave is defined as commitment for engagement that cannot be scheduled at any time other than during the working day.

b. In order to qualify for a personal leave day, an employee must apply in writing to his/her immediate supervisor forty-eight (48) hours in advance of desired request. The granting of any personal leave is subject to the approval of the Superintendent of Schools. In emergencies, the forty-eight (48) hours advance written notice may be waived by the Superintendent.

c. Following are some examples of personal leave request areas:

1. Attendance in court
2. Funeral in family other than immediate family
3. Impassable road
4. Family graduations
5. To meet certification requirements
6. Family weddings
7. Taking a child to enter college

c. Any personal leave days that are not used in any school year will be added to the employee's accumulated sick leave time per Section 1, b, paragraph 4, above.

3. Snow Days

All hourly employees will be granted up to five (5) snow days when school closes.

4. Bereavement Leave

A maximum of five (5) bereavement days, per occurrence, shall be allowed without loss of pay for death in the immediate family. "Immediate family" includes grandparents, parents, husband, wife, domestic partner, children, brothers, sisters, parent of spouse or domestic partner and any relative residing in the personal household in which the employee himself/herself resides.

5. Court Leave

Personnel who are subpoenaed as jury members in a court of law will receive full salary and shall reimburse the District for any payment received (other than mileage) for such services.

6. Military Leave

Personnel who are called to active military service shall be granted the rights and privileges in accordance with the statutes in effect at the time of their induction into military service.

7. Leave Without Pay

a. Upon request from an employee, the Board may grant leave without pay. The employment status of an employee granted leave will remain unchanged, by leave neither being cancelled or increased, if the leave does not exceed two (2) school years. Retirement benefits, health insurance, and similar fringe benefits will not be paid by the school district during the leave without pay; although the employee may elect to continue coverage at his/her own

expense. Shorter periods of absence without pay may be arranged upon request of the employee to the Superintendent. Retirement benefits, health insurance, and similar fringe benefits will be paid if the absence is less than twenty (20) weeks.

b. It is the intention of the Board of Education to evaluate each recommendation of the Superintendent for a leave without pay on the individual merits in each instance.

8. Compensated Injury Leave

Should a non-teaching salaried or hourly person be injured while on duty and become eligible for Workers' Compensation, the school district will pay such person the difference between his/her regular salary and compensation benefits, for a period of thirty (30) working days with extensions to be considered by the Board of Education upon request.

9. Association Days:

a. The Association shall be permitted a total of eight (8) days per year, cumulative to fifteen (15) if unused, for the following purposes only:

1. Attendance at NYSUT or AFT state or national convention.
2. Participation and/or attendance at a PERB hearing, or Arbitration as a non-essential participant.
3. Attendance at a Union workshop provided such workshop in no way pertains to negotiations or litigation training.

b. The following conditions must also apply:

1. Association shall provide the Superintendent with the maximum possible written notice, but in no case less than 48 hours.
2. Absences must not conflict with the educational process. The Superintendent shall be the sole determinant as to whether a conflict exists.
3. The Association shall reimburse the District for the cost of substitute(s), or arrange for coverage of responsibilities of association members absent under the terms of this provision.

10. Arbitration or PERB Hearing Attendance

A unit member who has been designated by the Union to participate in and/or attend an arbitration or a PERB hearing or conference will not have such leave deducted from any other leave.

ARTICLE IX - TERMINATION COMPENSATION

A. At the conclusion of five (5) years of continuous employment, upon legitimate termination of employment (other than discharge) in the Harrisville Central School District, non-teaching personnel will receive one (1) day's pay of unused accumulated sick leave up to one hundred eighty (180) days. This amount shall not exceed 20% of said employee's salary at the time of termination. The above does not apply to personnel employed on an hourly basis.

B. A salaried personnel who is forced, as a result of a reduction in the size of work force, to accept an hourly position, will be granted the benefits of this article upon legitimate termination.

C. The benefits of paragraphs A and B above shall not be available to any personnel, salaried or hourly, hired subsequent to June 30, 1982.

D. This paragraph applies to all unit members, salaried and hourly, after July 1, 1982:

Upon retirement, termination because of inability to pass the required physical exam, or the elimination of a position, each unit member so affected will receive termination pay for the unused accumulated sick leave as follows: \$20.00 per day to a maximum of one hundred eighty (180) days.

- 1) Benefits under this section are available only after five (5) continuous years of service in the District.

E. Any unit member who passes away while still employed by the district, and who qualifies under the above paragraphs, shall have such compensation disbursed to their beneficiary.

ARTICLE X - VACATION PERIOD

(Applicable to twelve (12) month salaried and hourly employees only)

Upon completion of one (1) full year of employment, each twelve (12) month employee shall be granted two (2) weeks vacation time to be taken during the school year (July 1-June 30). Upon completion of ten (10) years of service, each twelve (12) month employee shall be granted a total of three (3) weeks vacation. Upon completion of twenty (20) years of service, each twelve (12) month employee shall be granted a total of four (4) weeks vacation. The length of any vacation days earned by an employee will be determined by the length of the employee's workday. All vacation taken during the period of July 1 through June 30 requires approval of the Superintendent of Schools.

ARTICLE XI - PAID HOLIDAYS

1. Salaried Personnel

a. All twelve (12) month salaried employees shall receive the following paid holidays complying with Federal, State, or school schedules of observance:

- | | |
|----------------------------------|---------------------------|
| 1. Independence Day | 7. Christmas Day |
| 2. Labor Day | 8. New Year's Day |
| 3. Columbus Day | 9. Martin Luther King Day |
| 4. Veteran's Day | 10. Good Friday |
| 5. Thanksgiving Day | 11. Memorial Day |
| 6. Friday following Thanksgiving | |

In addition, two (2) floating holidays shall be designated by the Union and the Superintendent at the beginning of each year.

b. All eleven (11) month employees will receive holiday compensation commensurate with their work year.

c. All ten (10) month employees will receive holiday compensation for the observed holidays commensurate with the student year.

2. Hourly Employees

a. All twelve (12) month hourly employees will receive paid holidays as follows:

(Cleaners)

- | | |
|--------------------------------|---------------------|
| 1. Columbus Day | 6. Memorial Day |
| 2. Thanksgiving Day | 7. Independence Day |
| 3. Christmas Day | 8. Veteran's Day |
| 4. New Year's Day | 9. Labor Day |
| 5. Martin Luther King, Jr. Day | |

In addition, the union and the Superintendent shall designate one (1) floating holiday at the beginning of each year,

b. All ten (10) month hourly employees will receive paid holidays as follows:

(Dishwasher, Lunchroom Aide, Teacher Aide, Study Hall/Early Recess Monitor, Bus Aide)

- | | |
|---------------------|--------------------------------|
| 1. Columbus Day | 5. Martin Luther King, Jr. Day |
| 2. Thanksgiving Day | 6. Memorial Day |
| 3. Christmas Day | 7. Veteran's Day |
| 4. New Year's Day | |

ARTICLE XII - GRIEVANCE PROCEDURE

Definition: A grievance is an alleged violation or misinterpretation of an express provision of this agreement. A grievance shall be deemed waived unless a written grievance is filed within twenty-five (25) school days after the occurrence of the event giving rise to the grievance. All references to "days" within this article shall mean business days when the employee is scheduled to work.

Step 1: Discussion between the aggrieved employee and his/her immediate supervisor. Every reasonable effort to adjust the grievance shall be made by the supervisor, the employee and/or the union representative. The supervisor shall give his/her reply to the grievance within five (5) school days of the date of discussion.

Step 2: A. Discussion between the aggrieved employee and the Superintendent of Schools at which discussion the employee's supervisor, union representative, and appropriate witnesses may be present. Request for such Step 2 hearing shall be made by the aggrieved employee submitting a written statement of the grievance to the Superintendent of Schools no later than ten (10) days from the date of Step 1 reply. Following Step 2, the Superintendent of Schools shall have five (5) school days in which to reply in writing to the grievance.

B. The written statement of grievance shall contain the following: statement of the express provisions(s) of this agreement alleged to be violated; action or actions which led to the filing of the grievance; individual or individuals responsible for the alleged action(s) if applicable and known; remedy sought.

C. All written statements of grievance and appeals to subsequent steps shall be accurately dated.

Step 3: A. All written statements and records in the matter, in the event the issue or grievance has not been settled, shall be submitted to the President of the Board of Education by the employee, his/her representative(s) or the Union Grievance Committee within ten (10) days after receiving the decision rendered by the Superintendent if such decision does not meet with approval.

B. The Board may hold a hearing, if requested by the aggrieved party, in order to obtain further information regarding the matter. The Board shall render its decision within thirty (30) days of the hearing or not later than the next regular meeting.

Step 4: A. In the event the Union is not satisfied with the response of the Board at Step 3, and the Union has determined the grievance is meritorious, it may within fifteen (15) school days after receipt of the written response of the Board, submit the matter to the American Arbitration Association for processing under their Voluntary Rules.

B. The decision of the arbitrator will be binding on both parties.

C. Jurisdiction of arbitrator - The arbitrator shall not supplement, enlarge, diminish, or alter the scope of meaning of this agreement, nor entertain jurisdiction over any subject matter not contained herein, except to the extent necessary to determine his/her jurisdiction.

D. The costs of the service of the arbitrator will be borne equally by the District and the Union.

E. All time limits contained within this procedure shall be strictly construed, except by mutual consent of the parties.

F. Should a decision at any step of this procedure not be appealed to the next step within the time limit specified, the grievance shall be deemed to be withdrawn, and further appeal shall be barred. Further, should the District or its representative fail at any step to answer within the specified time limit, this failure shall permit the lodging of an appeal at the next step within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE XIII - SENIORITY/LAYOFF

1. Seniority/Layoff Procedure - Should the District determine the need to lay off employees covered by this agreement, the following procedure shall apply:

a. The least senior hourly employee(s) within the affected department shall be laid off first. Hourly employees within a department will be laid off in order of least seniority and before any salaried personnel.

b. Salaried personnel affected by layoffs will be afforded the opportunity to bump into available hourly positions within their department.

c. Salaried personnel who are reduced to hourly as a result of departmental layoff shall be entitled to the following benefits:

1. Health Insurance
2. Termination compensation based upon accumulated sick leave at the conclusion of employment.

- d. "Department" for the purposes of this article shall be defined as follows:
 1. Bus Drivers
 2. Transportation - Mechanic, mechanic's helper
 3. Cafeteria - Head cook, food service helpers, food service assistant, dishwasher, aide, cashier, lunchroom aide
 4. Custodial - Maintenance, custodial worker, hourly cleaner
 5. Support Staff - bus aide, library aide, teacher aide, other hourly personnel not included in any of the above
 6. Guidance Secretary
- e. Seniority shall be determined as follows:
 1. Seniority begins on the first actual day of work as a regular employee; substitute service does not count toward seniority.
 2. Salaried personnel with a department are senior to hourly personnel, regardless of years of service.
 3. In determining seniority of hourly personnel only, all service as a regular employee within a department will be considered.
 4. Seniority may not be transferred between departments.
 5. An employee who works in more than one department shall accrue seniority for layoff purposes in only one department. The employee's department for layoff purposes shall be determined by the Board of Education at the time of hire. An up-to-date seniority list by department will be maintained by the District, and will be available to any employee upon request.
 6. Employees exercising seniority rights must be qualified for a position claimed as a result of a layoff. The District shall be the sole determinant of qualification.

2. Open Positions - Bargaining unit members will be given first opportunity to apply for vacant positions within the bargaining unit for which they may be qualified prior to offering the position to the general public. The District shall retain sole discretionary authority in determining whether or not a unit member is qualified.

ARTICLE XIV - PAYROLL DEDUCTIONS

The Board agrees to deduct from the salaries of the Union members dues for Harrisville Support Employees Association.

The Board further agrees to transmit the monies promptly, in equal bi-weekly payments, beginning with the second pay period of October and continuing for fifteen consecutive pay periods, to the Treasurer of the Union.

Employee authorization shall be in writing and on record in the office of the Superintendent of Schools as of the first day of October each year. The annual payment to the Treasurer of Harrisville Support Employees Association will be based on said list of non-teaching personnel who have voluntarily authorized dues deductions.

Agency Fee: Effective July 1, 1983, the Harrisville Central School District shall deduct from wages or salary of employees in the bargaining unit who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Harrisville Support Employees Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Union maintains such procedure.

The agency shop fee deduction shall be made following the same procedure as is applicable for dues check off, except as otherwise mandated by law or this Agreement.

NYSUT Benefit Trust:

1. The district will deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit member on Benefit Trust forms.
2. The deductions will commence on the second pay period of the school year and will continue for fifteen (15) consecutive pay periods in a school year.
3. The authorization may be amended or withdrawn at the discretion of the unit member.
4. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust as deducted.

ARTICLE XV - SICK LEAVE BANK

Objective: The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and who require additional days as a result of unplanned, prolonged illness. This sick leave bank is not intended to provide additional sick leave time for medical situations such as elective surgery, childcare leave, or remedial health treatment programs such as trips to alternate climates. The Executive Committee of the Union according to the following guidelines will administer the Bank:

1. The bank is open to all unit members and is voluntary.
2. Prospective members will apply for membership by notifying the committee in writing.
3. The deadline for application for membership is September 30th of each year.
4. Members will donate two (2) days at the time of joining and one (1) day each year thereafter to retain their membership.
5. Membership may be terminated by notifying the committee in writing. If an employee terminates membership, he/she shall be ineligible to rejoin.
6. Membership may be continued each year without re-application.
7. Days donated are non-refundable.
8. Only members of the Bank are eligible to draw benefits.
9. After a member has exhausted personal sick leave, a waiting period of five (5) days without pay must occur before drawing days from the Bank. With the

unanimous agreement of the Executive Committee of the Union, the waiting period may be waived.

10. A member making an appeal for days will meet with the committee, if necessary, to determine whether sick leave will be granted.
11. When a member makes an appeal for sick leave, the committee will respond in writing within four (4) days after the request has been made.
12. The committee reserves the right to require a physician's statement in response to an appeal for sick leave, and before the granting of possible benefits.
13. Sick leave days requested are for the member's personal illness only.
14. Days granted to a member do not have to be returned to the Bank; days granted and not used must be returned to the Bank.
15. Maximum benefits granted will be as specified by the following schedule:

	Whichever is less:		
	Workdays		Percent of Bank
0 - 5 years work in the District	20	or	5%
6 - 10 years work in the District	40	or	10%
11+ years work in the District	60	or	15%

If conditions warrant, the applicant may re-apply to the committee for additional days. Benefits will be granted only as long as days remain available in the Bank.

16. Benefits will apply only to days on which the member would have normally been paid.
17. If the Bank should be exhausted in any given year, the committee may draw one additional day from each member to re-supply the Bank. Such action will be taken only once in any school year.
18. Sick leave members who leave the district with less than five years of continuous service, shall have any remaining accumulated sick leave days donated to the sick bank up to a maximum of ten (10).
19. When the Bank's total accumulation of days reaches 400 days, additional days shall not be drawn from the general membership except as new members may join the bank.
20. In the event a unit member chooses not to join the Bank at his/her first opportunity to do so, he/she may apply between September 1 and September 30 of any year. Such member will be required to donate all of the days he/she would have donated if application had been made at the first opportunity to do so. Such member will not be eligible to draw days from the Bank until February 1 of the following year.
21. Recommendations for changes and/or interpretations will be made by the committee subject to the approval of the Board of Education and the Association.
22. Decisions of the committee regarding the awarding of benefits are not subject to the contractual grievance procedure.
23. The rules and regulations of the Bank may be changed upon the recommendation of the committee and concurrence of the Board of Education and the Union.

ARTICLE XVI – CLOTHING ALLOWANCE

A \$75.00 clothing allowance will be provided annually for the following employees:

Cafeteria – Head Cook, Food Service Helper, Cashier/Helper. Dishwasher, Lunchroom Aide
Custodial – Custodial Worker, Cleaner
Registered Nurse (School)

The cafeteria clothing allowance will be distributed no later than October 1 of each school year.

Work uniforms will be provided for the following employees:
Transportation – Mechanic, Mechanic’s Helper

ARTICLE XVII - SALARIES AND WAGES

A. Each job title will be paid the following hourly rate or annual salary:

Salaries - Each Salaried employee employed as of June 30 will receive salary increases as follows:

2007-2008 – 3.5%
2008-2209 – 4.0%
2009-2010 – 4.0%

Wages - Each Hourly employee employed as of June 30 will receive wage increases as follows:

2007-2008 – 3.5%
2008-2209 – 4.0%
2009-2010 – 4.0%

Base Hiring - 2007-2008 – 2.5%
2008-2009 – 2.5%
2009-2010 – 2.5%

Specified negotiated terms and base-hiring salary schedules will be paid as listed in the ANNEXES for each department.

B. Longevity increments of \$250 will be paid to all salaried and hourly unit members after five (5) years and increase by \$250 in five (5) year increments. Except that unit members hired on or after July 1, 2001, will receive increments beginning after the 15th year of continuous District employment. A unit member who becomes eligible for a longevity increment will have the choice of receiving the increment in one lump sum payment or divided equally throughout the year. (The business office must be notified by the first payroll in September. It is impossible to change decision after that time.)

Ex: Longevity increments for employees hired prior to July 2001, will be paid out each year in the following manner – Years six (6) through ten (10) receive \$250 prior to November 1 of the given year. Years eleven (11) through fifteen (15) receive \$500. Years sixteen (16) through twenty (20) receive \$750. Years twenty-one (21) through twenty-five (25) receive \$1000. Years twenty-six (26) through thirty (30) receive \$1250.

Ex: Longevity increments for employees hired after July 1, 2001, will be paid out each year in the following manner – Years sixteen (16) through twenty (20) receive \$250. Years twenty-one (21) through twenty five (25) receive \$500. Years twenty six (26) through thirty (30) receive \$750.

Subject to the following conditions:

1. the unit member is regularly employed by the District for student year or longer;
 2. the unit member is regularly employed by the District for three (3) or more hours per day. (In the event of a change in eligibility, longevity payments will be determined by the total number of years during which there was regular employment of three or more hours per day.)
- C. The Board of Education will not reduce any position, which was three (3) or more hours per day in 1989-90, below three (3) hours per day unless it negotiates the impact of such reduction with the Union.
- D. All ten-month unit members who are required to perform extra work beyond the ten-month school year, will be compensated for each day of such extra work at a rate of 1/200 of their annual salary. Immediate supervisor and Superintendent of Schools must approve all work.

ANNEXES

DEPARTMENT - CAFETERIA

Part I - Specific negotiated terms for Cafeteria Personnel (10 month employees) beyond the general agreement

Cafeteria Personnel will be scheduled for work when pupils are in session and school district cafeterias are operating.

Part II - Cafeteria Department Salary Schedule

Cafeteria department unit members hired subsequent to July 1, 1997, are subject to the base hiring rate in effect at the date of hire. Base hiring rates for 2007-2010 are as follows:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Head Cook	11,794	12,089	12,391
Food Service Helper	11,251	11,532	11,820
Cashier/Helper	10,433	10,694	10,961
Dishwasher	9.95	10.20	10.46
Lunchroom Aide	7.25 or the minimum wage, whichever is higher		

Part IV - Hepatitis Shots

The District will provide Hepatitis B vaccinations at no cost to cafeteria employees who are required to have such shots as a condition of employment.

DEPARTMENT - CUSTODIAL - MAINTENANCE

Part I - Specific negotiated terms for Custodial-Maintenance Personnel beyond the general agreement

Part II - Cleaner (12 month)

A. Work schedule on days other than the days of pupil attendance will be at the discretion of the Superintendent of Schools.

Part III - Part-Time Cleaner

A. Salary will be minimum wage.

B. Hours will be at the discretion of superintendent and maintenance supervisor.

Part IV - Custodial/Maintenance Department Salary Schedule

Custodial/Maintenance unit members hired subsequent to July 1, 1997, are subject to the base hiring rate in effect at the date of hire. Base hiring rates for 2007-2010 are as follows:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Custodian	19,362	20,342	20,851.
Maintenance Helper	17,693	18,588	19,053
Cleaner	9.68	10.18	10.43

DEPARTMENT - BUS DRIVER

Part I - Specific negotiated terms for Bus Drivers (10 month employees) beyond the general agreement.

A. Salary Employees - Each Bus Driver, Special Education Driver, Vocational Education/ Village Run Driver

B. Drivers will receive a per hour rate, with a two hour minimum, for extra trips. All extra driving shall be pro-rated to the nearest thirty (30) minute interval for payment. Base hiring rates for 2007-2010 are as follows:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
11.46	11.92	12.40

C. Drivers will receive \$16.00 per hour maximum when one bus is used and \$12.00 per hour minimum (per driver) when two buses are used to take spectators and players home after Varsity Basketball games.

Part II - Definitions

A. Regular bus driver: Those unit members whose department for layoff purposes is set forth in Article XII.

B. Extra trips: One event assignments which include, but are not limited to home and away interscholastic sports events, field trips, parades and other band or chorus events, late runs and any other extra curricular activities for which school vehicles are used.

C. Special runs: Regular runs of a known or for an indeterminate length of time including summer school runs, Talented Juniors, Project Challenge and/or in which an individual student is transported in a school vehicle by a regular bus driver.

Part III - Seniority

A. A seniority list will be posted annually in the bus garage with the most senior drivers named first and the others listed in descending order of seniority.

B. Special runs will be posted in the bus garage as they are scheduled. Regular bus drivers with the most seniority shall have first priority for special runs. Regular bus drivers who wish to drive special runs shall sign the posting by name, date and time of signature for each run. Signatures after the posted cutoff time will not be honored. Once a run is accepted, no other driver may take the run.

C. Extra trips shall be posted in the bus garage as they are scheduled. Regular bus drivers who wish to drive extra trips shall sign the posting by name, date and time of signature for each trip. Signatures after the posted cutoff time will not be honored. Once a trip is accepted, no other driver may take that trip. Extra trips will be assigned to drivers who have posted their names according to the following rotation: All regular drivers shall rotate through the position of first refusal in seniority order. As each regular driver rotates through the first refusal position, all other drivers shall maintain their places on the regular seniority list. After a run has been awarded, if for any reason that driver can no longer take the run, it goes back to the senior drivers for right of first refusal (for that run only).

D. Whenever a driver bids for and is awarded an extra trip or special run which results in the driver being taken from the normal P.M. bus run, the driver will be paid his/her regular rate for the first hour of the extra run and at the extra trip rate thereafter.

E. Job openings shall be posted in the bus garage. Final approval for selection will be by the Board of Education.

Part IV - Bus Driver Department Salary Schedule

Bus Driver department unit members hired subsequent to July 1, 1997, are subject to the base hiring rate in effect at the date of hire. Base hiring rates for 2007-2010 are as follows:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Bus Driver	10,373	10,632	10,898
Special Education Driver	14,341	14,700	15,068
Vocational Education/Village Driver	17,024	17,500	17,938

DEPARTMENT - TRANSPORTATION

Part I - Specific negotiated terms for Transportation Personnel beyond the general agreement.

Mechanic (12 month salaried employee)

A. Daily work schedule: The mechanic shall work eight (8) hours per day. The exact time schedule may vary dependent on the time of year, driving schedule, and the needs of the district. A written schedule provided by the Transportation Supervisor will dictate the needs of the District. This will be done four (4) times a year.

B. The school district will provide tools for bus maintenance and replace tools as necessary, with administrative approval.

C. All extra time worked above and beyond the forty (40) hour work week will be compensated at a rate of time and one-half.

Mechanic's Helper (12 month salaried employee)

A. Daily work schedule: The mechanic shall work eight (8) hours per day. The exact time schedule may vary dependent on the time of year, driving schedule, and the needs of the district. A written schedule provided by the Transportation Supervisor will dictate the needs of the District. This will be done four (4) times a year

B. All extra time worked above and beyond the forty (40) hour work week will be compensated at a rate of time and one-half.

Part II - Transportation Department Salary Schedule

Transportation department unit members hired subsequent to July 1, 1997, are subject to the base hiring rate in effect at the date of hire. Base hiring rates for 2007-2010 are as follows:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Mechanic	34,772	35,641	36,532.
Mechanic's Helper	17,425	17,861	18,308.

DEPARTMENT - SUPPORT STAFF

Part I - Specific negotiated terms for Support Staff Personnel beyond the general agreement.

Part II - Support Staff Salary Schedule

Support Staff department unit members hired subsequent to July 1, 1997 are subject to the base hiring rate in effect at the date of hire. Base hiring rates for 2007-2010 are as follows:

Library Aide	7.25 *
Bus Aide	7.25 *
Monitor (Study Hall and Early Recess)	7.25 *
Teacher Aide	7.25 *

* or the minimum wage rate, whichever is higher.

DEPARTMENT - GUIDANCE SECRETARY

Part I - Specific negotiated terms for Secretarial Personnel beyond the general agreement.

- A. Salary - Each Guidance Secretary (11 month) employee
- B. Extra summer work will be paid on a daily rate.
- C. The guidance secretary's Notary licensing fee shall be paid by the district.

Part II - Secretary Department Salary Schedule

Secretarial department unit members hired subsequent to July 1, 1997, are subject to the base hiring rate in effect at the date of hire. Base hiring rates for 2007-2010 are as follows:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Guidance Secretary	17,841	18,287	18,744

DEPARTMENT – SCHOOL NURSE

Part I - Specific negotiated terms for School Nurse beyond the general agreement.

- A. Salary – The beginning salary for the School Nurse (10 Month) Salaried employee.
- B. Extra summer work might include time for student physicals and would be paid on a per diem basis.

Part II – School Nurse Salary Schedule: Base hiring rates for 2007-2010 are as follows:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
25,625	26,266	26,923

Part III – Paid Holidays

- A. The School Nurse shall not be expected to work on days that students are not in attendance. This would include vacations and snow days, for example.

Part IV – Clothing Allowance

- A. A \$75.00 clothing allowance will be provided annually for the school nurse.

PROBATIONARY EMPLOYEES

All new employees hired subsequent to the ratification of this agreement shall serve a one (1) year probationary period, commencing with date of hire. The provisions of Article XII, dealing with layoff and open positions do not apply to employees during their probationary period.

HEALTH INSURANCE BUYOUT

The district reserves the right to offer a Health Insurance buy out and is in no way obligated to do so.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

With the exception of salary and wage rates, which shall be retroactive to July 1, 2007, this agreement shall become effective upon ratification and continue through June 30, 2010.

For the Union:

Collen Bush

President

Dated: 9/20/07

For the Board of Education:

Charles Rypley

President

Dated: 9-20-07

