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Contract Database Metadata Elements

Title: **Clyde-Savannah Central School District and CSEA, Local 1000 AFSCME, AFL-CIO (2005)**

Employer Name: **Clyde-Savannah Central School District**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000**

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Draft #2

COLLECTIVE AGREEMENT

by and between

the

CLYDE-SAVANNAH CENTRAL SCHOOL
DISTRICT

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000
AFSCME/AFL-CIO

JULY 1, 2005 to JUNE 30, 2009

RECEIVED

DEC 26 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
RECOGNITION

SECTION 1. The Civil Service Employees Association, Inc. Local 1000, AFSCME/AFL CIO hereby recognizes that the Board of Education, under law, had the final responsibility for establishing policies for the school district.

SECTION 2. Pursuant to Article 14 of the State Civil Service Law, this agreement entered into by the Chief School Administrator of the Clyde-Savannah Central School District (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc. Local 1000, AFSCME/AFL CIO (hereinafter referred to as "CSEA" or "Union") hereby agree to negotiate terms and conditions of employment.

SECTION 3. The Board of Education hereby recognizes the CSEA as the official and exclusive negotiation agent for all cafeteria, clerical, custodial, teacher aides, and other CSEA employees excluding members of the Teacher's Association negotiation unit, the Administrators, and other exempt employees. Substitute employees and retirees are also excluded from CSEA representation. Upon request of the Superintendent of Schools, the CSEA shall submit to the Board of Education by December 1, of each succeeding year, a notarized list of the paid members of the association. The Board of Education agrees not to negotiate with any other organization covering the above mentioned positions for the duration of this Agreement.

SECTION 4. It is further recognized that CSEA employees have the right to join, or refrain from joining, the CSEA or any other organization. Membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee.

SECTION 5. The CSEA affirms that it does not assert the right to strike against the employer and it shall not cause, instigate, encourage or condone a strike.

SECTION 6. The Unit shall be extended the privilege to post notices concerning Union business on bulletin boards maintained on the premises and facilities of the School District, provided they are first communicated with the Chief School Administrator. Union meetings shall be scheduled as to not conflict with work duties and responsibilities of the Association members. With advanced approval from the Assistant Superintendent for Business, an employee will be permitted to leave his/her work station to attend an Association meeting. Application for the use of facilities shall be made to the Assistant Superintendent for Business or his/her designee.

ARTICLE 2
PROCEDURES FOR CONDUCTING NEGOTIATIONS

SECTION 1. **OPENING NEGOTIATIONS: Upon written request from either party, not less than six (6) months prior to the expiration of this agreement, the parties will meet at mutually acceptable dates, times and places for the purpose of negotiating a**

successor agreement. All issues proposed for discussion shall be submitted in writing and total in content by the CSEA to the Board of Education or its delegated representatives at the first meeting. The Board of Education shall submit in writing to the CSEA additional issues upon which it wishes to negotiate within twenty-one (21) days following the first meeting. The second meeting and all necessary subsequent meetings shall be called at a time, date and place mutually agreed upon by the parties.

SECTION 2. NEGOTIATION TEAMS: The Board of Education or designated representative(s) of the Board of Education will meet with representatives designated by the CSEA for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by the CSEA and the Superintendent of Schools, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and work compromises in the course of negotiations.

SECTION 3. NEGOTIATION PROCEDURES: All meetings may not exceed two (2) hours in length, except by mutual agreement and will be held at a mutually agreed upon time and place.

SECTION 4. NON-DISCRIMINATION:

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed or national origin.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. The CSEA recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 5. EXCHANGE OF INFORMATION: Both parties shall furnish each other, upon reasonable request, all available information of public record pertinent to the issue(s) under consideration.

SECTION 6. CONSULTANTS: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

SECTION 7. RESOLVING DIFFERENCES: In the event that an agreement is not concluded by the impasse date as set by law, either party may request the State Public Employment Relations Board to assist the parties to reach an agreement.

SECTION 8 PROCEDURES FOR CONDUCTING NEGOTIATIONS: Copies of this agreement shall be printed at the expense of CSEA. Upon receipt of the printed agreement the CSEA president or designee shall provide 10 copies to the employer. It shall be the responsibility of the CSEA to distribute the agreement to its members.

ARTICLE 3
AREAS FOR DISCUSSION AND AGREEMENT

SECTION 1. The Chief School Administrator and the CSEA hereby agree that any and all agreements so negotiated shall apply to all CSEA employees, as herein defined, employed by the Clyde-Savannah Central School regardless of membership or lack thereof in the CSEA. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not during the life of the agreement.

ARTICLE 4
DEFINITIONS

SECTION 1. EMPLOYEE DEFINITIONS

- A. FULL TIME EMPLOYEE: A full time employee is defined as an employee who works forty (40) hours per week for fifty two (52) weeks (2080 hours per year) including vacation.
- B. REGULAR EMPLOYEE: A person, appointed by the Board of Education, who works daily up to eight (8) hours a day. The work year for regular employees may vary depending upon their positions.

SECTION 3. EARNED CREDIT: This term refers to the amount of fringe benefit credit earned by a full time employee covered under this agreement. A full time employee receives 100% of the fringe benefits provided under this agreement or one (1) earned credit. A part-time employee receives a pro rata share of an earned credit based on the number of hours the employee works annually. Example: A teacher aide working 6 hours per day for 180 days accumulates 1080 hours for the year. Therefore, the formula for calculating the fringe benefits for the aide would be $1080/2080 = 51.9\%$ of an earned credit. In this case the aide would receive 51.9% of the fringe benefits provided under this agreement. Any additional cost for the benefit (in this example 48.1%) would be paid by the employee. Any employee presently earning more than the credit calculated by this formula would continue to receive credit at their present rate.

ARTICLE 5
CIVIL SERVICE CLASSIFICATION and
NEWLY EMPLOYED PERSONNEL AND REASSIGNMENTS

SECTION 1. JOB CLASSIFICATION. Any job classification that is competitive by exam, the employee should be on the eligible list or must make arrangement within one calendar year to take the exam.

SECTION 2. NEWLY EMPLOYED PERSONNEL AND REASSIGNMENTS.

- A. Any position vacated by any member of the CSEA group by (a) lawful discharge, (b) voluntarily quit and/or (c) retirement will be considered a closed position until the position is announced open by the Board of Education. The Clerk of the Board of Education will notify, in writing, the CSEA. Such notification will contain specific information such as: building where opening exists, salary range, whether day or evening job, and who to contact for application information. It will be the responsibility of the District to post the information in all District buildings. If the vacancy occurs during July and August, it will be the responsibility of the District to notify the President of the Association. All current employees applying for a position within the District will be granted an interview. **In cases where, in the judgment of the administration, two (2) or more employees are equally qualified, seniority shall be the determining factor.**
- B. The Board of Education will make appointment to a vacant position on the basis of (a) if a competitive position, complying with the regulations of the County and State Civil Service Commission Regulations, (b) ability to fulfill the responsibilities of the position, (c) past performances and (d) seniority of employment in the District in the best interests of the programs of the district. Appointment to vacant positions will not be made for arbitrary or capricious reasons.
- C. All new employees will be placed on probationary status for six (6) months. An employee has no seniority until the completion of the probationary period when the employee acquires seniority from his/her last date of hire into the bargaining unit. No issue concerning the discipline, layoff, of termination of a probationary employee will be subject to the grievance procedures.
- D. If the District initiates the transfer of an employee to a new position, the employee shall not lose seniority in the previous position or any other accrued benefit.
- E. Except for emergency situations, the administration shall notify affected employees **in writing** of transfers or changes in job description at least fourteen (14) days prior to implementing the transfer or changes.

SECTION 3. CONTRACTED SERVICES. In the event the District opts to contract for services now provided by the CSEA, the District will notify the affected employees at least thirty (30) days prior to the date the contract begins.

ARTICLE 6
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 or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1. PURPOSE: It is the policy of the Board of Education and the Union that all grievances be resolved at the earliest possible stage of this grievance procedure. This stage must be initiated within ten (10) working days when the employee knew or should have known of the alleged violation of the agreement. Both parties recognize that the procedure is available without fear of discrimination because of its use. **In cases where more than one (1) employee is affected, CSEA may file a group or class grievance in an effort to expedite the process. The grievance will, however, identify the affected employees.**

SECTION 2. DEFINITIONS

- A. A grievance is any alleged violation of this agreement.
- B. An employee is any person in the Unit covered by this agreement.
- C. An aggrieved party is the employee who submits a grievance.
- D. For purposes of the Grievance Procedure, the "immediate supervisor shall be:

<u>Classification</u>	<u>Immediate Supervisor</u>
PMH Aides	Director of Special Education
PDC Aides	Director of Special Education
Other Aides	Building Principal
Stores Clerk	Assistant Superintendent for Business
Cleaner/Maintenance/Groundskeeper	Director of Facilities
Custodians and Cleaners	Director of Facilities
Head Custodians	Director of Facilities
Secretary to the Vice Principal	Vice Principal

CSE Secretary

Director of Special Education

Secretaries

Building Principal

School Receptionist

Building Principal

Cafeteria

Cafeteria/Cook Manager

The CSEA president and the superintendent of schools will mutually determine the appropriate "immediate supervisor" prior to the initiation of a formal grievance. Upon mutual agreement between the Union and the District, the grievance may be filed at Stage 2.

In the event the District seeks to discharge an employee who is not entitled to a hearing pursuant to Section 75 of the New York Civil Service Law and who has seven or more years of service in the Clyde-Savannah Central School District, the District will proceed under, and the employee be afforded rights, pursuant to Section 75 of the New York Civil Service Law.

SECTION 3. A CSEA representative shall have the right to observe the progress of any grievance from the second stage through final decision. No provision of this agreement shall be interpreted to require the CSEA to represent any employee at any stage of the grievance if the CSEA considers the grievance to be without merit or in contradiction to any law, policy or regulation.

SECTION 4. STEPS OF GRIEVANCE PROCEDURE

STAGE 1. The aggrieved employee shall orally and informally discuss the grievance with his/her immediate supervisor. The immediate supervisor will answer the employee within three (3) working days.

STAGE 2. If the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate supervisor. Within five (5) working days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present it to the employee and the CSEA.

STAGE 3. If the aggrieved party is unsatisfied with the results of STAGE TWO, within two (2) working days after determination has been made at STAGE TWO, a written request of the grievance is to be filed with the superintendent of schools; the written statement setting forth the specific nature of the grievance. Within five (5) working days, the superintendent of schools will hold an informal hearing with the aggrieved party and immediate supervisor present. The parties will present oral and written statements supporting their position in the case. The superintendent of schools shall thereafter, within five (5) working days after the informal hearing, render a written decision.

STAGE 4. If the grievance remains unresolved following the written decision of the superintendent of schools in charge, the aggrieved employee must, within two (2) working

days of the final determination of the superintendent of schools, submit in written form a request for final review and determination of the Board of Education. All written statements and records of the case will be submitted to the Clerk of the Board.

The Board of Education will review the grievance at the next regular scheduled Board meeting in a hearing form and shall render its decision within thirty (30) working days after the hearing.

The decision of the Board of Education will be final and binding.

ARTICLE 8 WORK DAY AND WORK WEEK

SECTION 1. Normal work week is forty (40) hours. The normal work week for clerical, office staff, cafeteria workers, teacher aides, health aides, cleaners, maintenance and custodial workers shall be Monday through Friday. However, the Assistant Superintendent for Business or his/her designee will have the authority to reschedule cleaning, maintenance and custodial workers on Saturday mornings if the Monday - Friday work schedule does not provide time to do required cleaning and maintenance work. **Cleaners, maintenance and custodial workers hired on or after July 1, 2005 may be assigned at management's discretion to a normal work week of Tuesday through Saturday.** The Assistant Superintendent for Business will identify his/her designee in writing to the CSEA President and all custodians and cleaners by September 01 of each year.

SECTION 2. Overtime and compensatory time shall be paid in accordance with the Fair Labor and Standards Act.

ARTICLE 9 DEDUCTIONS

SECTION 1. The Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO 143 Washington Ave., Albany, NY 12210 on a payroll period basis. The Employer agrees to submit to the Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO 143 Washington Ave., Albany, NY 12210 twice a year, a list itemizing the deductions of each employee. The Union and its unit members agree to hold the District and its agents harmless from any and all claims or liability that may arise out of the implementation of this provision.

or more years of service to the Board of Education shall not be dismissed or otherwise terminated without ten (10) days written notice stating reasons for dismissal or other termination.

SECTION 4. Seniority in the job class shall be defined as the length of continuous service since last date of hiring. Seniority for teacher aides is further clarified in the Daily Operational Issues section of this Contract.

ARTICLE 13 CALL BACK

SECTION 1. All employees who are called back to work by their immediate supervisor for extra emergency work shall be compensated a minimum of two (2) hours and shall be paid at the rate of time and one-half for hours in excess of the 40 hour work week.

SECTION 2. For extra-curricular activities, chaperones who are members of the CSEA unit and who are scheduled for duty will be notified by two o'clock (2:00) p.m. of the afternoon of the activity if their services are not needed. Except in situations beyond the control of the District, employees not notified by two o'clock (2:00) p.m. will be compensated for two (2) hours work.

SECTION 3. Layoff in the competitive class shall be in accordance with Civil Service Rules and Regulations. Layoff in non-competitive and labor class shall be by inverse order of seniority by job title.

Recall: There shall be a two (2) year recall period for non-competitive and labor class employees in the CSEA Unit who have been laid off. Recalls shall be in the inverse order of layoff in each job title. The District shall notify the employee at his/her last address on District records of his/her recall by certified mail with return receipt requested. Such recall notice shall be acknowledged within ten (10) working days. If an employee who has been recalled fails to respond within the specified time limits or refuses a recall, his/her name shall be removed from the recall list. Employees so recalled will be paid at the same hourly rate they were earning at the time of layoff. This section shall not conflict with Civil Service Law.

ARTICLE 14 PERSONAL AND UNPAID LEAVE

SECTION 1. All twelve (12) month employees shall be entitled to four (4) days of personal leave per year. All ten (10) month and school year employees shall be entitled to three (3) days of personal leave per year. In the context of personal leave, a "day" is defined as the number of hours the individual normally works. Unused personal leave days (up to four (4) days for twelve (12) month employees and up to three (3) days for ten (10) month employees) shall accumulate as accumulated sick days.

These absences are allowable without loss of compensation or deduction from accumulated sick leave or vacation credit. However, each such absence must be approved by the immediate supervisor and administrator in charge. Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least two (2) days notice of his/her request, setting forth the reasons for such request and the number of days absence requested. No more than 10% of the CSEA employees will be allowed personal leave on one given work day.

SECTION 2. An employee's request for time off for personal business will be granted without loss of pay upon the approval of the administrator where the reason for absence is beyond the control of the individual and cannot readily be scheduled after regular school hours. As a basis for uniformity of the various administrators and supervisors within the school system, the following reasons may serve as a guide for granting time off:

- A. Legal business
- B. To attend funeral of person in the immediate family, relative, close friend, a funeral out of town
- C. Car accident and subsequent related business
- D. Emergencies such as serious malfunction of home equipment requiring personal attention while being serviced: e.g., oil burner pump on heating plant
- E. Physical for military service or service connected disability.

SECTION 3. UNPAID LEAVE

- A. The District may, at the Superintendent's discretion, grant a one-month unpaid leave after the applicant makes a statement of the specific reason for the leave.
- B. The Board of Education may, at its discretion, grant up to a one-year unpaid leave after the applicant makes a statement of the specific reason for the leave.
- C. The Family Medical Leave Act and its regulations are adopted with all the employee and employer rights, options, and obligations stated therein.

ARTICLE 15 BEREAVEMENT LEAVE

SECTION 1. In the event of death in the immediate family, an employee shall be granted three (3) days of paid bereavement leave. Up to two (2) additional paid bereavement

days may be taken with the approval of the employee's supervisor, out of the employee's sick leave credit.

For purpose of this Article, the term "immediate family" shall mean the employee's spouse, (step)parents, (step)children or (step)grandchildren, (step)brothers and (step)sisters, (step)grandparents, (step)mother-in-law or (step)father-in-law, **brother/sister-in-law and son/daughter-in-law** and any relative who is a full time resident of the household.

SECTION 2. Employees may, upon obtaining permission from their supervisor, use personal leave (as defined in Article 14) to attend the funeral of a close friend or relative not identified in Section 1.

ARTICLE 16 SICK LEAVE AND EMPLOYEES PHYSICAL EXAMINATION

SECTION 1. All full time employees (see ARTICLE 4 for definition) shall be entitled to twelve (12) days of sick leave per year, accumulative to two hundred (200) days.

SECTION 2. All part-time employees (see ARTICLE 4 for definition) shall be entitled to sick leave benefits on an earned credit basis (see ARTICLE 4 for definition).

SECTION 3. Up to five (5) days of personal illness days per school year may be used for family illness. Family illness as used herein shall mean mother, father, spouse or child.

SECTION 4. A doctor's certificate of physical fitness is required after absence of five (5) or more days due to personal illness.

SECTION 5. For each day of absence, over and above the sick leave herein provided, the deduction from the employee's salary shall be as follows:

- A. $\frac{1}{200}$ for ten (10) month of employee's salary or hourly daily average if on hourly salary
- B. $\frac{1}{240}$ for twelve (12) months of employee's salary or hourly daily average if on hourly salary.

SECTION 6. The Clyde-Savannah Central School Board of Education will maintain an ongoing sick leave bank (reserve) to aid CSEA members who suffer prolonged serious illness or prolonged serious involuntary disability and whose accumulated sick leave has been exhausted. Membership in the sick leave bank shall be voluntary on the part of the members of CSEA.

Each member, upon initial enrollment in the bank, will donate two days of his/her accumulated sick leave and at least one day each additional year thereafter, until there are approximately 2400 hours in the bank. No more hours will be added, except by new members, until the bank is depleted to

400 hours. At such time, each member will donate an additional day. When days are contributed to the bank by employees, days will be converted to the number of hours the employee works per day. Example: Teacher Aide who contributes two days equals six hours times two days or twelve hours to bank. (2 days x 6 hours = 12 hours)

Any member of the CSEA wishing to join the sick leave bank must do so in writing to the Assistant Superintendent of Business no later than October 1 of each school year or within 30 days of their employment. Any person hired after January 1st in any school year will only have to contribute one of their sick leave days in order to become a member.

Only active members of the bank may withdraw days from the bank after their accumulated sick leave is depleted. An active member is an employee who has contributed days to the sick bank as described above.

The sick leave bank shall be administered by a committee of five (5) - three (3) unit members appointed by CSEA and two (2) persons appointed by the Superintendent. The committee, by a majority vote, will determine which sick leave bank members will receive or be denied bank days. This approval/denial is totally at the discretion of the Sick Leave Bank Committee, and no grievance or other recourse may be filed to reverse or change their decision. The committee will administer the bank as outlined below. Any additions to the following guidelines set forth below must be approved by a unanimous vote of the committee, i.e. a 5-0 vote, or through the collective negotiating process.

- A. Prolonged absence is defined as an involuntary absence for serious illness or non-work related serious disability also is in existence for more than ten (10) consecutive school days.
- B. Sick leave bank withdrawals will begin only after an absence of ten (10) consecutive working days. These first ten (10) days shall NOT be covered by the bank. These days may be covered by the members remaining accumulated sick leave days or, if there are none available, the member will be absent without pay. In any case, the member must have exhausted his/her regular paid sick leave in order to use the bank.
- C. No benefits of the sick leave bank may be used while on any unpaid leave or after leaving Clyde-Savannah Central School District.
- D. Members who use the sick leave bank are expected to return to work at the end of their illness or disability with their personal physician's approval.
- E. The consecutive days of sick leave bank used by any one individual shall not exceed ninety (90) working days in a given school year. However, the committee may, at its discretion, grant more than the maximum of ninety (90) days. In such case, sick leave bank days will be granted in increments not to exceed thirty (30) days. When requests for additional days are made by a member, the member must submit

continuous verification of the medical condition by the attending physician. The CSEA and/or the District reserve the right to secure a second opinion.

- F. Applications will be considered by the committee in the order in which they are received.
- G. For each serious illness or non-work related accident or non-work related disability, the above conditions must be met.

The district will provide a history of the use of accumulated sick leave by the applicant.

SECTION 7. Employee's Physical Examination. All employees of the CSEA who are required to have annual physical examinations are to use the services of the school district physician. The cost of the physical examination will be paid by the Board of Education. If an employee wishes to use a physician other than the school district physician, the employee will pay the entire cost of the examination.

ARTICLE 17 MATERNITY LEAVE

SECTION 1. Maternity Leave is available upon the following terms:

- A. Written notice of request for maternity leave is to be delivered to the immediate supervisor as soon as practicable after pregnancy is discovered; such request shall include the employee's estimated or intended date for commencement of such leave and the employee's requested date for return to work.
- B. The time of commencement of maternity leave shall be determined by the employee and her physician.
- C. An employee may request up to twelve (12) months leave for pregnancy. If additional leave is required, request should be made by the 9th month. At its discretion the Board may grant one (1) year child care leave subsequent to maternity leave.
- D. Unused days of sick leave shall be paid for that portion of maternity leave described as the period of medical disability connected with or resulting from her pregnancy as determined by a certificate from her physician.
- E. Prior to returning to her duties, an employee who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full time assignment. Such employee shall be entitled to return to a position in this school

system comparable to the one she held prior to going on leave and shall not, in the event that she exercises her right to return at the end of such leave, lose any retirement benefits or other emoluments of value which she would have received if she had not taken such leave.

ARTICLE 18
HEALTH INSURANCE

SECTION 1. All full time employees (see ARTICLE 4 for definition) shall be entitled to enroll in the Blue Cross/Blue Shield Blue Million Plan or the Blue Point Plan or the Blue Point Select Plan as described in Section 3.

SECTION 2. All part-time employees (see ARTICLE 4 for definition) shall be entitled to Health Insurance benefits on an earned credit basis (see ARTICLE 4 for definition).

SECTION 3. **Effective July 1, 2005, the District shall offer the following options for Health Insurance: Blue Cross/Blue Shield Blue Million (with current drug option), Blue Point High Option (with \$5, \$15, \$30 drug option) and Blue Point Low Option (with \$5, \$20, \$35 drug option).**

Premiums: With the exception of those employees who currently have their premiums fully paid by the District, premiums will be calculated in accordance with the following:

The District will contribute 90% of the cost of a single and 80% of the cost of a Two Person, Family-no-spouse, or Family *Blue Point Low Option* plan. The employee will contribute the remaining 10 or 20% (whichever is applicable). Should an employee choose to enroll in a more expensive plan, he/she must pay the difference between the Blue Point Low Option plan and the plan he/she selects, in addition to their appropriate contribution.

Example: Employee chooses Blue Point High Family Plan, which costs \$695.02/month.

**District pays 80% of the Blue Point Low, which = \$526.56/month
Employee pays 20% of Blue Point Low, which = \$131.64/month
Cost Difference in plans paid by employee = \$36.82/month
Total Employee Contribution = \$168.46/month**

Notwithstanding the language pertaining to earned credit at Article 4, Definitions, Section 3, the District shall use a denominator of ~~1920~~ hours to calculate health care insurance premium contributions for other than full-time employees.

SECTION 4. Health Insurance for Retired Employees.

- A. Those employees who began employment in the District prior to June 30, 1978, will receive full health insurance benefits upon retirement. Those employees who began working on or after September 1, 1978, must work in the District for twenty (20) years and retire from employment in our District to be eligible for this benefit.

- B. Employees who began employment in the District on or after July 1, 1978, and who retire with at least ten (10) years but less than twenty (20) years of continuous service to the District may continue their medical coverage under the District plan provided the employee pays the full cost of the premium.

SECTION 5. Health Insurance for Spouses of Deceased Employees

Spouses of deceased employees may continue their medical coverage under the district plan provided the spouse pays the full cost of the premium.

SECTION 6. Health Insurance Committee

The District and Association shall establish a health insurance committee composed of three representatives as selected by the Assistant Superintendent and three representatives as selected by the President of the Association. The committee shall review options and ideas pertaining to health care insurance benefits and potential saving to unit members and the District. The committee shall issue its recommendations in time for the next round of bargaining.

SECTION 7. Health Insurance Buy Out

Effective July 1 of each contract year, any employee who has normally been enrolled in the District's health insurance plan and elects not to participate in the ~~District's~~ health insurance plan will be eligible for the Health Insurance Buy Out. The employee must, however, furnish satisfactory written proof of alternative health care insurance coverage from another source (i.e., spouse). The buy out of \$1,500 shall be paid in either twenty-one (21) or twenty-six (26) paychecks, whichever number is the unit member's normal number of paychecks. The buy out of \$1,500 will be pro-rated based upon a denominator of 1980 hours for those hired on or after July 1, 2005 who work less than full-time and meet the conditions for the buy out.

ARTICLE 19
VACATION

SECTION 1. Vacation for all full time employees (see ARTICLE 4 for definition) of continuous employment with pay of the Clyde-Savannah Central School District. Upon completion:

1 year - 5 days	11 years - 16 days
2-5 years - 10 days	12 years - 17 days
6 years - 11 days	13 years - 18 days
7 years - 12 days	14 years - 19 days
8 years - 13 days	15 years - 20 days
9 years - 14 days	16 years - 21 days
10 years - 15 days	17 years + - 22 days

SECTION 2. Vacation period is to be scheduled mutually by employee and immediate supervisor and approved by administrator in charge.

SECTION 3. If the nature of an employee's position necessitates employing a substitute, then the employee must schedule vacations when students are not in attendance. Employees whose positions do not require substitutes, may schedule mutually acceptable vacation periods with their immediate supervisor.

Exceptions may be granted by the Assistant Superintendent for Business on a case by case basis. Such decisions are not grievable or subject to the grievance procedure.

SECTION 4. Employees covered under this agreement may, at their discretion, carry over up to ten (10) vacation days. These vacation days must be used during the succeeding school year.

SECTION 5. (Effective July 1, 2001) Transfer of ten-month service to twelve-month basis. When an employee who has continuous service (commencing with his/her appointment to a permanent position not with his/her appointment to a substitute position) transfers from a ten-month position to a twelve-month position, vacation shall be awarded on a prorated basis in accordance with the above policy (10 years of 10 month service equals 100 months of full time service divided by 12 months or 8.3 years of twelve month service). Under the policy this is equivalent to thirteen (13) days of vacation. An employee transferring to a twelve-month position must work in that position until his/her one-year anniversary date to be eligible for vacation.

ARTICLE 20 HOLIDAYS

SECTION 1. All full time employees covered hereunder shall be entitled to the following holidays.

SECTION 2. All full time employees will be paid at the base hourly rate for the following holidays only when such holidays come on a week day (Monday, Tuesday, Wednesday,

Thursday, Friday). If the holiday falls on Saturday, the preceding Friday will be the day off. If the holiday falls on a Sunday, the day off will be Monday.

1. New Year's Day and the previous day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Day and the previous day
11. Veteran's Day
12. President's Day (when school is not in session)

SECTION 3. If school is closed for the purpose of inclement weather, health epidemic, utility shortage or other reasons out of normal practice, all building and grounds maintenance staff are to be on duty.

When assistance is needed to take care of any responsibilities required to shut down services of the cafeteria when school is closed as described above, the Cafeteria Manager will call in employees as deemed necessary. Cafeteria employees called in to work under these circumstances will be compensated at their regular rate of pay.

SECTION 4. Effective July 1, 2001, all ten-month employees covered hereunder shall be entitled to New Year's Day as a paid holiday. Effective July 1, 2003, all ten-month employees covered hereunder shall be entitled to Christmas and New Year's Day as paid holidays.

ARTICLE 21 RETIREMENT BENEFITS

SECTION 1. Effective as of July 1, 1974, CSEA employees who belong to the New York State Employee's Retirement System will receive the benefit of the non-contributory improved "20 Year Career" Plan (Section 75-I).

SECTION 2. Effective July 1, 1974, CSEA employees who belong to the New York State Employee's Retirement System will receive the benefit of application of unused sick leave as additional service credit upon retirement. (Section 41-J). This applies if the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to 200 days and applied as additional service credit on a calendar day basis. For example: 90 days unused sick

leave provides three (3) months additional service credit. This time may not be used to qualify a member for a benefit.

ARTICLE 22
DAILY OPERATIONAL ISSUES

SECTION 1. PERSONNEL FILES

- A. No derogatory information shall be placed in an employee's file without the employee's knowledge. All employees may examine their personnel files upon request.

SECTION 2. CAFETERIA WORKERS

- A. Uniform allowance for cafeteria workers will be **\$125 the first and second year of the contract and \$150 the third and fourth year of contract.** Half of the foregoing allowance will be paid in one separate check in September and half of the allowance will be paid in a second separate check in January. Cafeteria workers must submit original receipts for proof of purchase to the business office within two weeks after the uniform allowance is paid.
- B. When extra duty is required within the cafeteria area, the work will be assigned to qualified regular workers by the Cafeteria Manager on a rotational basis within the building unit.
- C. If no qualified workers are available within the building unit, cafeteria workers from the other buildings will be asked to work.
- D. **Job descriptions will be provided to all school lunch employees.**

SECTION 3. TEACHER AIDES

- A. **Any teacher aide who replaces a teacher shall be compensated at a rate of time and one-half their hourly rate for all hours worked during the replacement period.**
- B. **Seniority – Lay off shall be in the inverse order of seniority as a teacher aide (last hired – first laid off).**

A teacher aide who enters another non-competitive Civil Service position with the District shall retain (but not accrue additional) seniority as a teacher aide so long as this does not violate applicable Civil Service Law.

- C. **Work Year – The work year for teacher aides will be 182 days, including two paid holidays.**

Should the District need to expand the 182 day work year or adjust the start date to a day prior to Labor Day, it will notify the CSEA Labor Relations Specialist and CSEA Unit President no later than August 7th of the intended change. Further, the District shall notify the affected employees, in writing, no later than August 8th.

Upon written notification from CSEA, the District agrees to negotiate the impact of the decision to the affected employees.

- D. Teacher aides employed for at least six (6) hours per day will accrue seniority credit for that school year. Teacher aides employed for at least three (3) hours per day will accrue one-half (1/2) seniority credit for that school year.
- E. A seniority list, as used for lay offs and bumping, shall be established and agreed upon by the CSEA President and the Superintendent by 30 September of each year.

SECTION 4. CUSTODIANS

- A. When extra duty is necessary within the custodial department, the work shall be performed by regular staff. The work shall be assigned to qualified custodians on a seniority/rotational basis within the building unit. If no qualified workers are available within the building unit, custodians from the other buildings will be asked to work.
- B. Uniform allowance for custodians will be **\$125 the first and second year of the contract and \$150 the third and fourth year of contract.** Half of the foregoing allowance will be paid in one separate check in September and half of the allowance will be paid in a second separate check in January. Custodians must submit original receipts for proof of purchase to the business office within two weeks after the uniform allowance is paid. The District will provide 3 uniform shirts to each custodian. The shirts will be worn while the custodian is working. The shirts are to be kept neat and clean. If a shirt becomes damaged and unsuitable for use in the opinion of the Director of Facilities, the District will issue a new shirt.

SECTION 5. VACATION

- A. During the school year vacation period, all twelve (12) month employees are to report to work unless his/her supervisor has approved a paid leave.

- B. Unpaid leave time may be taken only with the approval of the immediate supervisor and the Assistant Superintendent for Business.

ARTICLE 23
ENTRY RANGES

Table 1
ENTRY RANGES

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Teacher Aide	\$ 6.05-6.31	\$ 6.30-6.58	\$ 6.57-6.85	\$ 6.85-7.15
Typist	\$ 6.51-6.88	\$ 6.79-7.17	\$ 7.08-7.48	\$ 7.38-7.80
Clerk Typist	\$ 7.09-7.35	\$ 7.39-7.66	\$ 7.70-7.99	\$ 8.03-8.33
Senior Clerk Typist	\$ 7.09-9.33	\$ 7.39-9.73	\$ 7.70-10.14	\$ 8.03-10.57
School Receptionist	\$ 6.83-7.09	\$ 7.12-7.39	\$ 7.42-7.70	\$ 7.74-8.03
CSE Secretary	\$ 9.33-10.52	\$ 9.72-10.97	\$ 10.14-11.43	\$ 10.58-11.92
Custodian in Charge - Jr.-Sr. Bldg.	\$ 10.11-10.37	\$ 10.54-10.81	\$ 10.99-11.27	\$ 11.46-11.75
Custodian in Charge - Clyde Bldg.	\$ 9.07-9.33	\$ 9.46-9.73	\$ 9.86-10.14	\$ 10.28-10.57
Custodian in Charge - Savannah Bldg.	\$ 8.60-8.86	\$ 8.97-9.24	\$ 9.35-9.63	\$ 9.74-10.04
Cleaner & Custodian Maintenance	\$ 7.09-7.51	\$ 7.39-7.83	\$ 7.70-8.16	\$ 8.03-8.50
Bldg. Maint. Mechanic	\$ 8.34-8.60	\$ 8.69-8.97	\$ 9.06-9.35	\$ 9.45-9.74
	\$ 9.75-10.16	\$ 10.16-10.60	\$ 10.60-11.05	\$ 11.05-11.51
Head Cook	\$ 7.25-7.51	\$ 7.55-7.83	\$ 7.87-8.16	\$ 8.21-8.50
Food Service Helper	\$ 6.05-6.31	\$ 6.30-6.58	\$ 6.57-6.85	\$ 6.85-7.15
Building Cook in Charge	\$ 375/year	\$ 375/year	\$ 375/year	\$ 375/year
Cashiers	\$ 6.35-6.60	\$ 6.62-6.88	\$ 6.90-7.17	\$ 7.19-7.48
Bakers	\$ 6.35-6.60	\$ 6.62-6.88	\$ 6.90-7.17	\$ 7.19-7.48
Store Clerk	\$ 8.50-8.81	\$ 8.86-9.18	\$ 9.23-9.57	\$ 9.63-9.98

Notation: Table 1 is superseded as follows for the job titles of Teacher Aide, Typist, Food Service Worker, Cashier, Baker and School Receptionist to comport with the statutory minimum hourly wage of \$6.75 effective January 1, 2006 and \$7.15 effective January 1, 2007:

Table 2
STATUTORY MINIMUM WAGES

	<u>Jan. 1, 2006</u>	<u>Jan. 1, 2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Teacher Aide	\$ 6.75-7.05	\$ 7.15-7.35	\$7.45-7.66	\$7.77-8.00
Typist	\$ 6.75-7.05	\$ 7.15-7.35	\$7.45-7.66	\$7.77-8.00
Food Service Helper	\$ 6.75-7.05	\$ 7.15-7.35	\$7.45-7.66	\$7.77-8.00
Cashier	\$ 6.75-7.05	\$ 7.15-7.35	\$7.45-7.66	\$7.77-8.00
Baker	\$ 6.75-7.05	\$ 7.15-7.35	\$7.45-7.66	\$7.77-8.00
School Receptionist	\$ 6.83-7.09	\$ 7.15-7.35	\$7.45-7.66	\$7.77-8.00

SECTION 1. WAGES

A. **Effective July 1, 2005, each returning bargaining unit member shall receive a 4.25% wage increase for the 2005-06 school year.**

Effective July 1, 2006, each returning bargaining unit member shall receive a 4.25% wage increase for the 2006-07 school year.

Effective July 1, 2007, each returning bargaining unit member shall receive a 4.25% wage increase for the 2007-08 school year.

Effective July 1, 2008, each returning bargaining unit member shall receive a 4.25% wage increase for the 2008-09 school year.

- B.
1. Any pay raise that is negotiated after July 1 is to be paid in a lump sum to all CSEA members entitled to the pay raise, unless mutually agreed upon. The lump sum will be indicated clearly on the pay check. This check will be issued four (4) weeks from date of settlement.
 2. After a probationary period of six (6) months, cleaners employed full time will receive \$.20 per hour increase.
 3. Any cafeteria employee that substitutes for the head cook manager for a period of more than one (1) month will receive the head cook stipend for that period of time.

SECTION 2. LONGEVITY

After 10 years of service in the District \$.15 per hour effective July 1, 2001
After 20 years of service in the District \$.30 per hour effective July 1, 2001

(Note: after 20 years of service in the District, the total longevity payment is \$.30 per hour not \$.45 per hour)

After 10 years of service in the District \$.20 per hour effective July 1, 2003.
After 20 years of service in the District \$.35 per hour effective July 1, 2003.

(Note: after 20 years of service in the District, the total longevity payment is \$.35 per hour, not \$.55 per hour.)

(Note: longevity payments will begin on July 1, immediately after the unit member completes 10 and 20 years of service in the District.)

ARTICLE 24
EXTRA PAY

SECTION 1. GENERAL

In the event that no teacher is available to fill positions listed on Schedule B and Schedule C of the Faculty Association Contract, the CSEA President shall be advised of the vacancy prior to filling the position with a non-employee.

All employees shall be given equal opportunities and equal pay for performing chaperone services.

ARTICLE 25
DURATION CLAUSE

This agreement is the result of collective negotiations between the Board of Education and the CSEA, which has been conducted under the requirements and directives of the Public Employee's Fair Employment Act (Taylor Law). The provisions of this agreement supersede all conflicting policy and directives of the Board of Education and may be changed only through mutual agreement of the Board of Education and the CSEA.

All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board of Education direction and control and shall not be the subject of negotiations until the commencement of negotiation for a successor to this agreement.

The agreement shall become effective as of July 1, 2005 and shall extend until June 30, 2009. It is agreed between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing additional funds thereof, shall not become effective until the appropriate legislative body has given its approval.

Clyde-Savannah Central School

**Civil Service Employees Association, Inc.
Local 1000, AFSCME/AFL-CIO**

By _____
Chief School Administrator

By _____
Unit President of CSEA

Date _____

Date _____

By _____
Labor Relations Specialist

Date _____

The Board of Education has made the appropriate budgetary provisions to implement the financial arrangements of the Agreement.

Board of Education Clyde-Savannah Central School

By _____

Date _____