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Contract Database Metadata Elements

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AGREEMENT

BETWEEN

SUPERINTENDENT OF THE
ALBION CENTRAL SCHOOL DISTRICT

AND

CIVIL SERVICES EMPLOYEES ASSOCIATION, INC.
LOCAL #1000, AFSCME, AFL-CIO
ALBION CENTRAL SCHOOL DISTRICT
EMPLOYEE UNIT
LOCAL #837

JULY 1, 2005 - JUNE 30, 2010

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

25

AB

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**AGREEMENT
BETWEEN
SUPERINTENDENT OF THE
ALBION CENTRAL SCHOOL DISTRICT
AND
CIVIL SERVICES EMPLOYEES ASSOCIATION, INC.
LOCAL #1000, AFSCME, AFL-CIO
ALBION CENTRAL SCHOOL DISTRICT
EMPLOYEE UNIT
LOCAL #837**

The collective bargaining agreement between the Superintendent of Albion Central School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Albion Central School District Unit, Orleans County Local 837, July 1, 2000 through June 30, 2005, including any memoranda of understanding or other bilaterally executed documents between the parties shall continue in full force and effect except for the modifications indicated below. These modifications, together with the aforementioned collective bargaining agreement, shall form the successor agreement whose term shall be effective July 1, 2005 through June 30, 2010.

PREAMBLE

The collective bargaining agreement between the Superintendent of the Albion Central School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Albion Central School District Employees Unit, Orleans County Local 837, the term of which is July 1, 2005 through June 30, 2010, along with any bilaterally executed memoranda of agreement shall remain in full force and effect except for the following modifications.

**ARTICLE I
RECOGNITION**

Section 1.

The Board of Education recognizes the CSEA as the sole and exclusive representative of all custodial employees of the Albion Central School District for the purpose of collective negotiations to determine wages and other terms and conditions of employment, processing and settling of grievances, administration of the provisions of this agreement as well as for all matters affecting the terms and conditions of employment of the aforementioned employees.

ARTICLE II
Dues Checkoff and Payroll Deductions

Section 1. Agency Shop.

"CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

CSEA agrees to hold the (employer) safe and harmless because of said deduction."

Section 2.

If a change in the amount of dues to be deducted occurs, the CSEA shall notify the District of such change, and within 2 pay periods from the date of notification, the District shall implement said amount change.

Section 3.

In addition to the above deductions, the employee shall be allowed the following voluntary deductions:

(a.) Credit Union:

The Board of Education will deduct from the salaries of its employees an amount individually and voluntarily authorized and transmit same to the Albion School employees Federal Credit Union.

(b.) Retirement System Loans

The Board shall deduct from the salaries of its employees an amount individually and voluntarily authorized for loan payments to the Employees Retirement System and for same to the Retirement System monthly.

(c.) Tax Sheltered Annuity:

The Board shall deduct from the salaries of its employees an amount individually and voluntarily

authorized under a Tax Sheltered Annuity plan approved for implementation by the Board. Employees must have a certified actuarial exclusion allowance calculation completed prior to the start of deduction. The business office shall be allowed 2 pay periods in which to implement the deduction.

Section 4.

The District shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, regular membership dues and other authorized deductions on a bi-weekly basis for those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction(s). The Employer agrees to deduct and transmit such monies exclusively for CSEA as the recognized certified representative for employees of the bargaining unit.

Section 5.

All employees will participate in employer's direct deposit program, and compensation shall be delivered to them by direct payroll deposit into their designated individual bank accounts effective July 1, 2005. Such accounts shall be located at banks which participate in employer's direct deposit program. Exceptions will be made for an employee in unusual circumstances to receive a District check in lieu of direct deposit for up to two (2) pay periods upon recommendation of the association president and approval of the Superintendent or Superintendent's designee.

ARTICLE III

Sick Leave

Section 1.

All new employees hired will receive 1 sick day per month for the first 5 years (60 months) of employment, and then beginning with the 61st month employees will accrue one and one-quarter (1.25) days of paid sick leave per month of employment. All employees may use the total days to be accumulated within an academic year at any time within that academic year.

Section 2.

Each employee covered under this agreement shall be allowed to accumulate an unlimited amount of sick leave with pay for use as needed because of personal illness or injury.

Section 3.

Absence due to illness must be reported at least one (1) hour prior to the start of a regularly scheduled shift.

Section 4.

The Superintendent of Maintenance and Operations may request a physician's statement relating to the absence of an employee for illness which lasts more than three (3) consecutive work days. The condition of employment as to

the three (3) days of illness prior to the request renews itself each time an employee becomes ill.

Section 5.

The Superintendent of Schools may require that the employee confer with the District Physician regarding the employee's health at such time as the employee has been absent from work five (5) or more days within any thirty (30) day period.

Section 6.

The Association members agree that they will not willfully violate or misuse their sick leave or misrepresent any statement of condition. The Association officers, moreover, will actively assist District supervisors in insuring that leave benefits are not misused.

Section 7.

On an emergency basis, and with the approval of the Superintendent of Schools, sick leave benefits can be used for cases of illness or serious injury of an employee's spouse or children, which necessitates the employee's absence from work.

ARTICLE IV
Bereavement Leave

Section 1.

Any employee covered under this agreement who is absent from duty because of the death of a spouse, child, grandchild, parent or parent-in-law, brother, sister, grandparent and foster, adopted or stepchild, shall be given five (5) work days of allowable compassionate time off with pay for each occurrence. This leave shall not be deducted from any other benefit leave.

Section 2.

Upon reasonable doubt of the employee's absence, legal verification of death may be required by the Superintendent of Maintenance and Operations.

ARTICLE V
Personal Leave

Section 1.

Any full-time employee covered by this agreement shall be granted two (2) personal leave days per fiscal year. The Superintendent of Maintenance and Operations shall receive at least forty-eight (48) hours' notice in advance of the absence, except in emergency situations or conditions. Notice shall be in writing. Personal days shall not be taken to lengthen an established vacation or holiday period. There shall be no accumulation of personal leave. Any unused personal days will be added to the employee's sick leave bank on June 30th of each year.

ARTICLE VI
Leave of Absence

Section 1.

A written request from a full-time employee covered by this agreement for a short term leave of absence without pay, of up to ten (10) days, shall be subject to the approval of the Superintendent of Maintenance and Operations and the Superintendent of Schools. Such leave shall be segregated on the employee's attendance record from other absences without pay (deducted time).

Section 2.

Written requests for long term leaves of absence shall be submitted to the Board of Education through the Superintendent of Schools for consideration. Longevity shall be frozen during the period of the leave.

Section 3.

Maternity leave will be provided upon request during such period of an employee's disability immediately before and following delivery of a child.

Section 4.

Child rearing leave will be provided upon request for up to one year following delivery or adoption of a child. The

leave shall be without pay. Medical benefits will be continued at the employee's expense. The employee must pay the premiums in advance of such leave.

ARTICLE VII
Vacation

Section 1.

Employees covered by this contract shall accrue vacation in accordance with the following schedule:

Years of Service	Accrual per Pay Period	Annual Days of Vacation
1st year through 6/30 of 2nd year	.3846	10
July 1st of 3rd year through 6/30 of 4 th Year	.4231	11
July 1st of 5th year through 6/30 of 6 th Year	.4615	12
July 1st of 7th year through 6/30 of 8 th Year	.5000	13
July 1st of 9th year through 6/30 of 10 th Year	.5769	15
July 1st of 11th year through 6/30 of 12 th Year	.6538	17
July 1st of 13th year through 6/30 of 14 th Year	.7307	19
July 1st of 15th year	.7692	20

* Based on 26 payroll periods per year.

(a.) Vacation time shall be requested seven (7) calendar days in advance of the day the employee wishes to commence his/her vacation except in cases of emergency. In such case, the employer shall waive the seven (7) day request requirement and allow the employee to take the vacation time requested.

(b.) Vacation shall be approved by the Superintendent of

Maintenance and Operations or the Business Manager if the aforementioned Superintendent is not available. The Superintendent of Maintenance and Operations or the Business Manager shall not unreasonably withhold approval of the vacation period desired by the employee. Approval of vacation requests relating to emergencies shall be handled in accordance with Subdivision (a) of this Section 1.

Section 2.

An employee shall be granted additional vacation accruals on July 1st of each fiscal year in which the employee will complete the year of service necessary to receive the additional vacation accruals.

Section 3.

There shall be no accumulation or carry over of vacation days.

Section 4.

If a holiday(s) falls within the vacation period of an employee, the employer shall only deduct those work days within the vacation period of the employee which are not paid holidays as provided by Article VIII (Holidays) of this contract.

Section 5.

Upon death, retirement or other type of separation from service, an employee, his/her beneficiary or estate shall be paid for all unused accumulated vacation accruals including those days earned on a pro-rata basis in the year in which one of the above events occurs at the rate of pay the employee was receiving in the aforementioned year on the pay day following the date the employee leaves the service of the District.

ARTICLE VIII
Holidays

Section 1.

Employees covered by this agreement shall receive the following paid holidays, and in addition, any other days as the Superintendent of Schools shall designate:

July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve

Christmas Day
New Year's Day
Martin Luther King Day
Patriot's Day
Good Friday
Memorial Day

Section 2.

If a holiday falls on a day of pupil attendance, the District and the Association shall meet to agree upon a compensatory day off for all employees. The compensatory day shall be observed within a thirty (30) day period.

ARTICLE IX
Health Insurance

Section 1.

A.)

For unit members enrolled on or before July 2, 2005 and remaining enrolled in the Orleans-Niagara Health Consortium Traditional Health Plan, the Board shall pay 90% of the health insurance coverage of the Orleans/Niagara BOCES Health Care Consortium Traditional Plan (200/\$400 deductible) for either individual or family coverage, as applicable, for each full-time employee. This health insurance coverage will have added to it coverage under an Orleans-Niagara Health Consortium prescription plan with \$10 co-pay for generic \$20 co-pay for preferred and \$30 co-pay for non-preferred drugs.

B.)

For any new enrollee in the Orleans-Niagara Consortium Health Plan on or after July 3, 2005, The District will pay 100% of the cost of POS health insurance coverage for eligible unit members in accordance with their family status (single, two-person or family) and have added to it a POS prescription plan with a \$5/\$10 co-pay.

A unit member may elect coverage under traditional health insurance, by paying the difference between the cost of the POS health insurance and the traditional health insurance plan. Such traditional coverage will be Orleans/Niagara BOCES Health Care Consortium Traditional Plan (\$200/\$400 deductible) for either individual or family coverage, as applicable and have added to it the Orleans-Niagara Health Consortium prescription plan with \$10 co-pay for generic

\$20 co-pay for preferred and \$30 co-pay for non-preferred drugs.

Section 2.

A stipend of \$2,000 is offered to each employee that on or before July 1 of each school year of this contract does not elect to enroll in the health insurance offered by the District.

Section 3.

A part-time employee earning at least two thousand dollars per year may reimburse the District the full cost of the coverage, with payment in advance, in order to secure such coverage as full-time employees.

Section 4.

The coverage shall include each full calendar year beginning on the anniversary date of the policy.

Section 5.

Single employees shall be covered by individual group policies (Blue Cross and Blue Shield, Orleans-Niagara BOCES plan), and married employees shall be covered by family group policies.

Section 6.

The employer will pay the full cost of either the single, two-person or family Dental Plan.

Section 7.

The employer and union agree that any change in the health insurance plan set forth in Section 4 and Section 5 of this Article IX may only occur if the membership of the Union and the Board of Education mutually agree to change the aforementioned plan. If a change in the plan occurs, the parties to this contract agree that the new plan shall, in all its provisions, provide equal or better coverage than the coverage provided in Section 4 and Section 5 of this Article IX.

Section 8.

Effective July 1, 2005, the Board will establish an IRS 125 Flexible Spending Plan for all full-time employees for non-reimbursed medical expenses. The employee will be reimbursed upon submission of receipt for the employee or any qualified member of their family. The Board will

contribute \$300 annually to fund each employees' account and will provide the employee with an option to payroll deduct their own monies for their account, up to an aggregate amount equal to or less than the established plan limits. All unused funds will revert to the Board on an annual basis.

ARTICLE X Retirement

Section 1.

The District shall assume the mandated share of the Employees Retirement System of New York State (Section 75i and Section 41, Subdivision J).

Section 2.

The District will allow retirees to purchase health insurance under the same conditions as active employees, set forth in Article IX section 1, excluding the prescription drug plan. Employees with a minimum of ten years of service to the district may purchase the same coverage at the rate of one year of single, two-person or family coverage (whichever is in place on the date of retirement) for each twenty (20) days of accumulated sick time for a maximum of ten (10) years coverage.

Section 3.

Retirees may purchase the prescription plan at the COBRA rate.

Section 4.

Retirees may purchase the dental plan at the COBRA rate.

Section 5.

Employees retiring on or after July 1, 2005 with an excess of 200 sick days at the time of notification, and notifying the District three months prior to retirement, will be paid a retirement incentive of \$1,000.

ARTICLE XI Seniority

Section 1.

Seniority shall be determined on the basis of the total number of actual months of service rendered to this District in this department, calculated from the first day of work.

ARTICLE XII
Posting Vacancies

Section 1.

At such time as an employee covered by this agreement and assigned to a regular position formally relinquishes that position through written resignation submitted to the Superintendent of Maintenance and Operations or that a vacancy occurs as a result of disciplinary action, promotion or newly created title, that position shall be posted in the boiler rooms of each of the buildings to which members of this department are assigned. All job openings will be posted for at least seven (7) working days prior to the filling of such positions.

ARTICLE XIII
Promotion and Appointment to Vacant Positions

Section 1.

Selection criteria shall consist of the applicant's former experience and Civil Service Examination rating when available. When a present employee and an outside applicant are equally qualified, the employee shall be promoted. When two (2) present employees are equally qualified, the one with the greater seniority shall be promoted. At such time as assignment is made by the Superintendent of Maintenance and Operations and reported to the Superintendent of Schools, the vacancy is filled, pending action by the Board of Education.

ARTICLE XIV
Discharge and Discipline

Section 1.

Any employee who has completed his probationary period shall not be disciplined or discharged without just and sufficient cause.

The probationary period for permanent competitive employees shall be set forth in Civil Service Law. The probationary period for non-competitive or labor class employees shall be one (1) year.

Any employee who has completed his probationary period who is disciplined or discharged shall be served with a notice of the action taken and the specific reasons therefore. A

copy of the notice of action shall be served simultaneously upon a representative of the Local and a copy mailed to the Union President.

This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the School District or his fellow employees, the employee may be suspended and the serving of notice shall be waived for a period of forty-eight (48) hours.

Any such employee alleging that action taken was without just and sufficient cause shall have full recourse beginning at Step 2 of the grievance procedure, as set forth in Article XVI, providing that such grievance is filed within fifteen (15) working days following the action being grieved.

The pendency of a grievance under this article shall not restrict the School District's right to take the action being contested by the employee.

ARTICLE XV Layoff, Bumping and Recall Provision

Section 1.

For purposes of layoff of competitive and non-competitive and labor class employees, the employee(s) with the least seniority shall be the first to be laid off within the title until the total number of employees required to decrease the work force has been established. Having exhausted his or her seniority in current title, the laid off employee(s) shall exercise the seniority to displace an employee in a lower title within the Department who has less seniority than the bumping employee. Recalls shall be in the inverse order of layoff. The employer shall notify the employee(s) of recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee(s) within seven (7) working days of receipt.

Section 2.

All part-time and temporary employees in each title shall be laid off prior to the layoff of full-time employees in that title. The layoff procedure for full-time employees as stated herein shall be used in the event of the layoff of any temporary and then part-time employees.

Section 3.

An employee who is laid off and bumps into a lower title shall be paid on the same salary step in the lower title as he/she had achieved in the title from which the layoff was made.

Section 4.

Upon being recalled to a position, the employee recalled shall receive the rate of pay that he or she was receiving prior to layoff, and in addition, if any general step increase has been granted, such increase. All rights, privileges and benefits shall be returned to the employee upon recall.

Section 5.

As used in the above paragraph, continuous service shall include those periods when an employee is on the employer's payroll and those periods when the employee is: a) on leave, b) on layoff, c) on disability resulting from occupational disease or injury, d) such other periods of service, if any, as the Civil Service Law required to be treated as part of the employee's continuous service.

Section 6.

Subject to applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one of the following occurs: resignation, unless reinstated under provisions of the Civil Service Law, discharge, retirement, or refusal to respond to a recall.

ARTICLE XVI
Grievance Procedure

Section 1.

A grievance is a claim by an employee or the Association as determined by a vote of the total membership that there exists a violation of a provision of this agreement.

Section 2.

Procedure for the resolution of a grievance:

Stage One: The first step shall consist of a written presentation to the Superintendent of Maintenance and Operations describing the violation and specifying the Article and Section of the Agreement which has been

violated. The Superintendent of Maintenance and Operations shall respond in writing within a seven (7) day period following receipt of the grievance. The written presentation and response must be signed and filed with the Superintendent of Schools.

Stage Two: The second step shall consist of a written request by the employee or the Association for a review and determination by the Superintendent of Schools. In such case the Superintendent or his designee shall hold a formal grievance hearing at which the employee, representatives of the Association, and the Superintendent of Maintenance and Operations will present oral and/or written statements and recommendations. The Superintendent of Schools, or his designee shall render a finding and a statement of resolution within ten (10) days.

Stage Three: The third step shall be a request by the employee or the Union for a review by the Board of Education. Such request shall be in writing and filed with the District Clerk within ten (10) days of receipt of the Superintendent's decision.

The Board of Education must have a hearing on the grievance within twenty (20) days of the request filed with the Clerk of the Board. The Board will review the transcripts of the hearing and act upon the grievance at the next regular meeting of the Board of Education. The decision of the Board must be rendered within fifteen (15) days of the time of Board meeting.

Stage Four: In the event the grievance is not disposed of under Step 3 of the grievance procedure, the aggrieved employee(s) may submit the grievance to arbitration in the manner provided for below within twenty (20) business days from the conclusion of Step 3. The parties shall meet promptly for the purpose of attempting to select a mutually acceptable arbitrator to resolve the grievance. Should the parties be unable to agree upon a mutually acceptable arbitrator, a request from the grieving party shall be submitted to the American Arbitration Association requesting a panel of seven (7) names to be submitted to both parties to the dispute. The parties shall select an arbitrator from the panel submitted by alternately striking the names from the panel until one (1) name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator, after reviewing oral and written statements and testimony presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30)

days following the close of such hearings. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, that grievance shall be returned to the parties without decision.

The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived by mutual agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement.

ARTICLE XVII

Safety Equipment and Other Apparel

Section 1.

- (a) The District shall provide two (2) foul weather outfits consisting of boots, rain slicker, rain pants, weather hood, gloves and leather work gloves for each of the Primary, Middle and High School Buildings, and one (1) such outfit, each, for the District Maintenance Supervisor and Maintenance Helpers. Additionally, employees assigned to shovel snow in the winter months will be provided one pair of insulated winter boots every two years.

Furthermore, the District shall provide those employees involved in construction or structural maintenance and those employees using power outdoor equipment, notably turf equipment, work gloves, a hard or bump hat according to assignment, hearing protectors and safety goggles.

- (b) Effective September 1, 1990, the District shall provide respirators for each employee required to operate the Boiler Plant.

Section 2.

The employer will supply seven (7) sets of uniforms for all employees covered under this contract at no cost to the

employee with replacement as needed. Maintenance employees will be provided with four (4) new sets of uniforms each fiscal year. Employees are responsible for cleaning and repair of uniforms.

Maintenance employees will be provided, at District expense, one new set of overalls each year.

The Union will be responsible to see that all employees are properly dressed, in provided uniforms, during working hours with the exception of summer recess.

Section 3.

The District will provide all building custodians and maintenance employees with a pair of Red Wing work shoes or equivalent shoes each year at a rate not to exceed \$100 per pair of shoes.

The District will provide all cleaners with a pair of Red Wing work shoes or equivalent shoes each year at a rate not to exceed \$100 per pair of shoes.

All employees provided with work shoes are expected to wear the work shoes throughout the work day.

ARTICLE XVIII Working Hours and Conditions

Section 1.

Employees shall work a forty (40) hour work week as assigned by the Superintendent of Maintenance and Operations.

The Superintendent of Maintenance and Operations can restructure the Department and reassign employees within the Department with ten (10) working-day notice, in writing, to the employees and union president.

Section 2.

Each employee covered under this contract shall be allowed two (2) fifteen (15) minute paid rest breaks during his/her normal work day. Additionally each employee working the night shift shall be given one-half ($\frac{1}{2}$) hour lunch period at the midpoint of each work day while each employee assigned to the day shift shall be given one (1) hour lunch period at the midpoint of each work day.

Section 3.

The employer agrees, for the life of the contract, not to subcontract out work performed by bargaining unit employees.

Section 4.

The employer agrees that, when schools are closed because of weather conditions, other emergencies or vacation periods during the pupil attendance year, night shift employees shall be allowed to report for work at eleven (11) A.M.

Section 5.

All employees working the night shift shall receive their pay checks on the Thursday evening immediately preceding a Friday pay day. The checks shall be distributed at the end of each shift.

Section 6.

When school is closed because of weather conditions or other emergencies and the roads are closed by the Sheriff, the District will attempt to provide the employee with transportation. If the roads are closed and the District cannot provide the employee with transportation, the employee will be paid for that day.

Section 7.

During the summer months, the district will consider flex schedules for employees on an annual basis, pending final approval of the Superintendent of Schools.

ARTICLE XIX
Association Activities

Section 1.

The CSEA shall have the right to use the facilities of the District to hold general meetings. Building use must be scheduled with the Superintendent of Maintenance and Operations at least ten (10) days prior to use.

Section 2.

Association meetings shall not be scheduled to conflict with department activities.

Section 3.

The Association President shall have access to an outside telephone to receive a reasonable number of outside telephone calls. Further, he shall be allowed the opportunity to visit the buildings of the District by making arrangements with the Superintendent of Maintenance and Operations.

ARTICLE XX
Salaries

Section 1.

Employees covered under this agreement will receive the following percentage increases:

- July 1, 2005 - 3.5%
- July 1, 2006 - 3.5%
- July 1, 2007 - 3.5%
- July 1, 2008 - 3.5%
- July 1, 2009 - 3.5%

Increases given to employees are based on the previous year's salary. The salary amount does not include maintenance or building leader stipends.

Section 2.

The following beginning salaries are established as a guideline for new hires. The District reserves the right, with consultation from the Union President, to start qualified, experienced individuals at a rate higher than the beginning salary.

School Year	Cleaner	Custodian
2005-2006	\$20,950	\$23,100
2006-2007	\$21,300	\$23,600
2007-2008	\$21,650	\$24,100
2008-2009	\$22,000	\$24,600
2009-2010	\$22,350	\$25,100

As employees are promoted/demoted among the established positions their salaries will be adjusted upward/downward at a rate of \$1,500.

Section 3.

Maintenance employees will be appointed by the Superintendent of Maintenance and Operations. Custodians and cleaners appointed as maintenance employees shall receive a \$750.00 stipend to be added to their respective salaries. The stipend will increase the same percentage as the salaries will increase.

Building leaders will be appointed by the Superintendent of Maintenance and Operations. Custodians or Cleaners appointed as building leaders shall receive a \$1,500.00 stipend to be added to their respective salaries. Any employee who acts as a Night Lead worker in the absence of a Custodian, will receive a stipend of \$1,500 per year. The stipends described in this paragraph will increase the same percentage as the salaries will increase.

Section 4.

An additional sick leave incentive bonus shall be paid to each employee in the last pay check in November of each fiscal year of the employer. The sick leave incentive bonus payment shall be one and one-half percent (1.5%) of the salary of each employee as that salary exists on July 1st of each fiscal year of the employer. Any employee who uses three (3) days of sick leave or less will receive the one and one-half percent (1.5%) bonus each year. Any sick days that are incurred as a result of a workers' compensation claim will not count as a sick day when determining who is eligible for the sick leave incentive bonus. All bonus payments shall be made in a separate check.

Section 5.

If a unit member, with authorization of the Supt. of Buildings and Grounds, substitutes for a building custodian or night supervisor for a period of (5) consecutive days or more, they will be compensated at an additional \$1,500 per annum (2,080 hours) prorated for their period of substitution, retroactive to the first day.

ARTICLE XXI
Overtime

Section 1.

Each employee covered under this contract shall be paid one and one-half (1½) times his/her regular hourly rate for all hours or part thereof worked beyond forty (40) hours per

week or shall receive compensatory time off at the rate of one and one-half (1½) times all hours or part thereof worked above the aforementioned work day and work week. The employer shall, in accordance with the Fair Labor Standards Act as amended as the provisions of such Act relates to cash payment or compensatory time off for working overtime, inform the employee prior to working any overtime as to the type of payment (cash payment or paid compensatory time off) he/she will receive for the overtime hours worked.

Section 2.

All hours worked on Sunday shall be paid at twice the employee's regular hourly rate in lieu of one and one half time referenced in section 1.

ARTICLE XXII
Employee Information

Section 1.

The Employer agrees to provide the CSEA Unit President with a list of names, home addresses, work locations and position titles of each employee covered under this contract on the first pay day in July of each year and shall, thereafter, as changes occur during each fiscal year, provide the Unit President with a list of newly hired, transferred, reinstated and terminated employees.

ARTICLE XXIII
Complete Agreement

Section 1.

The parties acknowledge that this Agreement establishes the terms and conditions of employment for employees within its coverage and supersedes any rules or regulations or practices which are contrary to or inconsistent with its terms. The parties further acknowledge that the provisions of this Agreement may be altered, modified, supplemented or deleted only by written amendment executed by the parties.

ARTICLE XXIV
Saving Clause

Section 1.

If any article or part thereof of this agreement or any addition thereto shall be determined to be in violation of any Federal, State or local law or if adherence to or enforcement of any article or part thereof should be restrained by court of law, the remaining articles of this agreement, or any addition thereto, shall not be effected.

ARTICLE XXV
Duration of Agreement

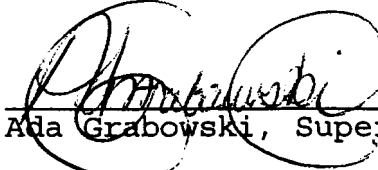
Section 1.

All provisions of this agreement shall become effective on July 1, 2005, and shall remain in effect until June 30, 2010.

This agreement shall continue until superseded by the adoption of a new or revised agreement which has been accepted by the Association and the Board.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their duly authorized representatives on this 20th day of December 2004.

ALBION CENTRAL SCHOOL DISTRICT
Superintendent of Schools



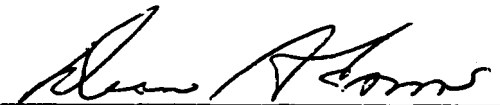
Ada Grabowski, Superintendent

ALBION CENTRAL SCHOOL DISTRICT
Unit Local 837 CSEA



Larry Gaylard, President

CIVIL SERVICE EMPLOYEES ASSOC.



Dean Adams, Representative CSEA

