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GEN/4508

ATTICA CENTRAL SCHOOL DISTRICT

AGREEMENT BETWEEN THE

NON-TEACHING EMPLOYEES ASSOCIATION

AND THE BOARD OF EDUCATION

JULY 1, 2007 – JUNE 30, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 19 2010

ADMINISTRATION

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ARTICLE I - RECOGNITION AND DUES DEDUCTION

A. Recognition

The Attica Central School Non-Teaching Employees Association, hereafter referred to as the "Association," has been certified by the New York State Public Employment Relations Board as the exclusive negotiating representative for the custodians, cleaners, cleaner/laundry workers, maintenance mechanics, cashiers, cooks, food service helpers, school aides, long-term substitutes, excluding per diem substitutes and all other employees of the Attica Central School District, hereinafter referred to as the Board, provided that all of the aforesaid employees work 20 or more hours per week.

In the event that a substitute is in continuous service for more than a two (2) month period of time in the same position and whose work week is more than 20 hours, the individual will be considered an interim employee and entitled to the starting salary retroactive to the first day of employment in that position. Such service must be continuous in nature with no breaks excluding holidays or use of accrued time.

B. Dues Deduction

The employer agrees to deduct from the wages of all the members of the bargaining unit, the dues, or an equivalent agency fee for the Union; and further, to transmit such monies deducted promptly to the Union. Such deductions will be made in equal installments at each and every pay period and transmittal to the Union shall occur no later than five (5) working days from the date of said deductions.

No later than five (5) working days prior to the first deduction, the Union will notify the employer, in writing, of the amount of dues and agency fee to be so deducted. The district will provide the Union with an updated list of unit employees in each month. The District will provide the Union with a special box for union lists and mail.

ARTICLE II - LEAVES OF ABSENCE

- A. Annual paid leave shall accumulate at the rate of 1 1/4 days per month of employment to a total of 225 days. Part time employees are pro-rated.
- B. A non-teaching employee shall notify his/her immediate supervisor of his/her need to use annual paid leave as soon as practicable.
- C. Three (3) days per year may be used as personal annual paid leave. Annual paid leave time may be used for personal reasons. Requests are to be made in advance, (*48 hours notice*) in print, to the immediate supervisor who will then make a recommendation to the Superintendent of Schools. Annual paid leave cannot be used to extend an approved vacation. Reasons will no longer be needed for personal leave day use. These will be unrestricted.
- D. Employees who work between 20 hours and 40 hours per week shall accumulate and be granted leave time on a pro-rated basis, according to the number of hours worked.
- E. An employee shall, upon return to work from a leave of absence, sign the appropriate form furnished by the District indicating the day and date of the absence and initialed or signed by his/her immediate supervisor.

- F. Employees who wish to be absent from work for not more than five (5) working days without pay (must first use paid days) and shall submit a request to their immediate supervisor. Granting of this absence from work requires approval of the immediate supervisor and the Superintendent of Schools.
- G. Five (5) days shall be allowed for each bereavement leave. Bereavement Leave may be taken only because of a death in the immediate family. Immediate family shall be defined for purposes of Bereavement Leave as the staff member's mother, father, husband, wife, niece, nephew, legal guardian, brother, sister, child, grandparent, grandchild, aunt, uncle, related by blood, marriage, or legal adoption, or any person living in the staff member's immediate household. The Superintendent may grant additional days when warranted.

Written confirmation of death will be provided.

Three (3) days, not five (5), will be granted for aunts, uncles, nieces, and nephews.

Holidays will count if falling during the five (5) work day bereavement.

- H. 10-month employees shall have the option of utilizing annual paid leave during scheduled conference days as long as the District has sufficient coverage for these days. Annual paid leave for all employees must be approved 48 hours in advance. Vacation requests will be returned in 10 working days. Personal Leave requests will be returned in 48 hours.
- I. *Sick leave may be taken only for the personal illness of the staff member, for the remedial treatment of the staff member (i.e., dental, optical, out-patient) as prescribed by a licensed practitioner or for the illness of a person in the immediate family.*

Immediate family shall be defined for purposes of this section as the staff members' father, mother, spouse, brother, sister, child, or any person living in the staff members' immediate household.

- J. *For any claimed period of personal illness of one (1) work day or more, the staff member may be required by the Superintendent to be examined by the school physician at no cost to the staff member.*

ARTICLE III - MATERNITY AND CHILD-REARING LEAVE

A. Maternity Leave

1. Maternity leave is defined as a leave of absence granted to a unit member during the period she is incapable of performing duties due to a pregnancy.
2. A unit member who is pregnant shall give written notice thereof to her immediate supervisor as soon as practicable after she becomes aware of her pregnancy. Such notice shall be accompanied by a statement from her attending physician who states the anticipated date of delivery.
3. The maternity leave shall begin when the unit member has become physically incapable of performing her duties. Maternity leave will end when the unit member's condition, as verified by a statement from her physician, is such that she is able to perform her duties.

4. If the unit member begins a child-rearing leave prior to the time when a maternity leave is available, she shall not be eligible for maternity leave.
5. The District may require a verification of the unit member's ability to perform her duties from her physician at any time during the pregnancy.
6. If the unit member returns to work from a maternity leave as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position or, if that position is not available, a comparable position for which she is qualified.
7. At any time during the pregnancy or before a unit member returns to work following a leave granted pursuant to this Section, the member may be examined by a physician representing the School District.
8. Pregnancy-related physical disabilities will be treated the same as any other physical disability or illness.
9. Sick leave may be utilized during maternity leave. A unit member shall be paid full salary and benefits to the full extent of the unit member's accumulated sick leave. Upon the expiration of sick leave credit, the employee will be on maternity leave without pay.

B. Child-Rearing Leave

1. Child-rearing leave is defined as a leave of absence without pay granted to a unit member after she has become pregnant for the purpose of preparing for her child and/or caring for her child.
2. A unit member who is pregnant shall give written notice thereof to her immediate supervisor as soon as practicable after she becomes aware of her pregnancy. Such notice shall be accompanied by a statement from her attending physician, which states the anticipated date of delivery.
3. Not later than the sixtieth (60th) consecutive day prior to the date she desires to begin leave, she shall give written notice to her immediate supervisor stating the time she would like to begin such leave and the time she would desire to return.

This notice shall be accompanied by a statement from her attending physician which states that the unit member's condition is not expected to interfere with full performance of her duties until the leave commences. The District may require a verification of the unit member's ability to perform her duties from her physician at any time during her pregnancy.

4. If the unit member takes a child-rearing leave prior to that time when a maternity leave is available, she shall not be eligible for maternity leave.
5. A child-rearing leave shall continue until the beginning of one of three semesters following the birth of the child as the unit member has requested in the advance notice.
6. If the unit member takes a leave for child-rearing purposes, she shall be entitled to return to any vacant position for which she is fully qualified.

7. At any time during the pregnancy or before a unit member returns to work following a leave granted pursuant to this Section, the unit member may be examined by a physician representing the District.
8. No salary benefits or fringe benefits may accrue or be utilized by a unit member on a child-rearing leave except that which F.M.L.A. (Family Medical Leave Act) provides.

ARTICLE IV - COURT OR JURY LEAVE

- A. Any employee called for jury duty and/or required to serve on a jury or be a witness, shall be allowed his full pay as an employee of the Attica Central School, less the amount allowed for services on the jury, with the employee retaining any mileage fee received. This applies to those days and hours where jury duty causes an absence from the employee's duties as an employee of the Attica Central School District. The accepted method for compliance is for the employee to endorse the check received for jury duty to the Attica Central School District depositing the same with the Treasurer of the Board. The salary check in full will then be allowed and retirement contributions will be protected.

ARTICLE V - PAID HOLIDAYS

- A. All aides hired before November 15, 2005 will receive 12 month employee paid holidays (except for July 4). Those aides hired after this date fall under the 10 month employee holidays.

12-month Employees

For those employees employed on a 12-month basis, the following listed days shall be observed as holidays:

Independence Day	Day before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Day before Thanksgiving	President's Holiday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day

- B. 10-month Employees

For those employees employed on a 10-month basis, the following listed days shall be observed as holidays:

Columbus Day	Martin Luther King Day
Veterans Day	President's Holiday
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
New Year's Day	

- C. For both 10- and 12-month employees, the District provides an additional holiday for Memorial Day when the teaching calendar so designates the additional day.

- D. Unit members are required to work the day before and the day after all holidays to be paid for such holiday – scheduled vacation periods for 12 month employees will not negate holiday pay. In this instance PL days, scheduled two weeks in advance, will have the same consideration as scheduled Vacation days.

ARTICLE VI - VACATIONS

A. 12-month Employees:

<u>Required Service – After:</u>	<u>Time Off</u>
1 year from anniversary date of employment	1 week
2 years, 3 years, and 4 years of full employment	2 weeks
5 years through 14 years of full employment	3 weeks
15 or more years of full employment	4 weeks

After 20 years of service, an additional one (1) day of vacation will be added each year to the employee's total vacation and will be capped at five (5) days.

- B. Employees shall become eligible for vacation on the anniversary date of their employment.
- C. Vacations shall be scheduled at the discretion of the employer, provided that where a conflict exists between employees, the employer shall consider the employee's length of service in scheduling his vacation.
- D. In the event of termination of service or retirement, an employee shall be paid for all unused vacation of that year and pro-rated for each full month he has worked beyond his anniversary date.
- E. Each week of vacation which an employee has earned shall be paid at the employee's weekly rate when the vacation is taken.
- F. Each employee must secure and prepare a Vacation Request/Approval Form from his immediate supervisor and obtain prior approval of both his/her immediate supervisor and the Superintendent in scheduling vacation time off.
- G. There shall be no accumulation of unused vacation time.
- H. Unused vacation time may not be converted to sick leave or any other leave.

ARTICLE VII - HEALTH INSURANCE

- A. Effective July 1, 2006, the District shall make available to all Non-Teaching Employee Association members the Genesee Area Healthcare Plan, such plan shall include:
 - a. Office co-pay - \$15
 - b. Prescription Drug Retail – 5-10-25 (30-day Rx)
 - c. Prescription Drug Mail Order – 10-20-50 (105-day Rx)
 - d. Dependent Coverage – 19/26 years
 - e. Riders for Dental and Vision
 - f. In-Network Deductibles – N/A

Any upward or downward adjustment in benefits must be agreed upon by both parties. Any increased premiums required for this additional coverage shall be borne equally by the District and each staff member covered by this policy through payroll deduction.

- B. Genesee Area Healthcare Plan Dental Rider I will be provided to all Non-Teaching Employee Association members, either family or single coverage, whichever is appropriate. Should an employee wish to opt up to Dental II coverage, the employee may do so at no additional cost to the District.
- C. Any staff member who is covered under GAHP any part of which is paid by another employer, shall not be eligible for coverage under plans provided by the Article.
- D. Effective September 1, 1996, the District shall contribute \$125 into a Flex Plan for each full- time staff member annually. The amount is to be pro-rated for part-time employees.
- E. In those cases where a staff member or spouse attains the age of 65, the District shall provide 65+ GAHP and Medicare A and B, if such staff member is covered by Medicare, provided that the cost for such program shall not exceed the amount paid by the district for coverage under the health insurance plan provided for in this Article for which the staff member would otherwise be eligible. Any additional cost resulting from GAHP over the cost of the coverage, for which the staff member would be otherwise eligible under this Article, shall be borne by the staff member through payroll deduction.
- F. Eligible staff members who will be returning to the school system for the following year shall be covered under the above insurance plans for the months of July and August.
- G. Effective 7/1/07, all staff members who remain with the Genesee Area Healthcare Plan will contribute the following premium cost:

<u>Payment by employees:</u>	
July 1, 2007 – June 30, 2008	10%
July 1, 2008 – June 30, 2009	10%
July 1, 2009 – June 30, 2010	12%
- H. New eligible staff members joining the Attica Central School for the first time who wish to obtain health insurance coverage, must, within 30 days after the date of employment, complete and transmit to the Business Office the necessary application forms. Coverage shall become effective as of the date of employment. Coverage is not automatic.
- I. Any covered staff member must report, *in writing*, any change in marital status or the death of a spouse to the Business Office within 30 days of its occurrence.
- J. Any covered staff member whose service with the District terminates during or at the end of the school year is entitled to coverage one (1) month beyond the last month of active employment in the District. Said employee is responsible for % contribution toward premium.
- K. Those eligible staff members who elect not to be covered should so notify the Business Office in writing.
- L. Those eligible staff members who elect not to be covered should so notify the Business Office in writing.

Effective July, 2007, a staff member eligible for a family plan who elects not to take the family plan will receive- \$850. In the case of an eligible staff member whose spouse is employed in the district, the amount shall be \$500.

Effective July 1, 2007, a staff member will receive \$500 if he/she is eligible for a single plan and elects not to take the plan.

Except in the case of a staff member, whose spouse is employed in the district, this cash payment shall not require the forfeiture of dental insurance provided by the district.

An eligible staff member may continue to have prescription drug insurance coverage if the cost of this rider is deducted from the amount they would otherwise be eligible to receive. The balance will then be paid to the staff member in two (2) equal installments, the first being the last payday in December and the remainder on the last payday in June. Any period of less than twelve (12) months shall be pro-rated. The intent of this section is to eliminate payment for double coverage.

- M. Those eligible staff members who are transferring from coverage under another GAHP policy, who wish to be covered by the Attica Central School policy will be entitled to immediate coverage if, not later than ten (10) days after employment by the school, the staff member completes and transmits to the business office the necessary application forms.
- N. Staff members currently covered under the group insurance program may continue the coverage after retirement at the rate of the premium assigned by the carrier. Premiums for coverage of staff members shall be paid in full by the retired staff member except as provided under Article XX of this agreement.
- O. A joint committee will be established for the purpose of studying health insurance carriers to determine if an alternative to the current plan is feasible. The task of the committee will be to investigate other health insurance carriers, to obtain proposals from other insurance carriers, to determine if a cost savings can be made for equal or equivalent coverage, and to file a report to both the Board of Education and the Association within six (6) months of the first meeting of the committee. The committee will consist of three (3) members appointed by the Superintendent of Schools and three (3) members appointed by the Association President. The framework and procedures to be followed by the committee will be determined by the committee. The Superintendent will arrange for the first meeting within thirty (30) calendar days after the request of either party to form the committee. The report of the committee will be subject to the acceptance or rejection of each of the parties.
- P. The district will provide a vision plan in the Genesee Area Healthcare Plan for all eligible employees taking health insurance.

ARTICLE VIII - RETIREMENT

- A. Effective October 4, 1977, the Board adopted the fully paid New York State Employees' Retirement System plan commonly referred to as the "New York Career Retirement Plan" (Section 74-I) for all employees who are bonafide members of said system.
- B. Unused Annual Paid Leave days may be used toward retirement under the provisions of Section 41-J of the New York State Employees' Retirement System, defined as optional coverage.

C. Conversion of Unused Paid Leave

Employees may accumulate up to 225 paid leave days for which they will be credited forty dollars (\$40.00) per day for the purchase of Health Insurance upon retirement, provided the employee has served the Attica Central School District for twenty (20) years or more.

ARTICLE IX - CREDIT UNION PAYROLL DEDUCTION

- A. The Board of Education shall authorize payroll deductions for those Non-Teaching Employees who desire to deposit savings funds with the Tonawanda Valley Federal Credit Union.
- B. Payroll deductions will be in effect for the total year beginning with the first payroll in July and ending with the last payroll in June each year.
- C. Form CTFCU-71 will be used by a Non-Teaching Employee to authorize the Board of Education to legally deduct the specified amount selected in equal installments over the twelve (12) months.
- D. It will be the responsibility of each individual employee to present completed Form CTFCU-71 to the Board of Education Business Office by the last payday in JUNE of the school year immediately proceeding the school year in which the employee initiates Form CTFCU-71.
- E. A copy of the credit union payroll deduction form CTFCU to be used is obtainable from the President of the Non-Teaching Employees' Association or a designated representative.
- F. The M.O.A. signed on Direct Deposit will appear as an appendix in this contract.

ARTICLE X - WORKING DAY

- A. The regular working day shall not be more than eight (8) hours in length and the workweek shall be composed of 40 hours. Hours in excess of this shall command overtime pay.

ARTICLE XI - SNOW DAYS

- A. If the Superintendent of Schools declares the school system to be closed for a day or days, up to four (4) days, as a result of inclement weather, or other emergency, employees shall not sustain any loss of pay, provided that the immediate supervisor may require employees to report in which case equal comp time will be granted the employees at a later mutually agreed date. All comp time must be used by September 1st of the next school year after the snow day(s) have been worked. If a snow day(s) occurs while an employee is on annual paid leave or vacation, the respective leave day will be restored to the employee and snow day pursuant to this provision shall be used instead.

ARTICLE XII - SUBCONTRACTING

- A. Should the employer decide to subcontract any of the work performed by employees covered by this agreement, the employer agrees to meet and discuss the impact of that decision with the Association.

ARTICLE XIII - WAGES

- A. Pay increases hourly for *all* unit members:
 - July 1, 2007 – June 30, 2008 Plus 4%
 - July 1, 2008 – June 30, 2009 Plus 4%
 - July 1, 2009 – June 30, 2010 Plus 4%

Two uniforms a year will be provided for the cafeteria staff.
Cafeteria staff will attend two (2) Superintendent's Days annually.
Cafeteria Employees will receive regular pay per hour, plus \$.75 per hour for school functions.
When Food Service Helpers are assigned cook responsibilities, they shall receive regular pay plus \$.75 per hour.

Night Shift, second shift, or third shift employees will be given an additional \$.50 per hour when working these shifts.

- B. If a scheduled payday falls on a day when school is not scheduled to be in session, the paychecks will be available by noon on the last day school is in session prior to scheduled payday. Paychecks will be dated for the scheduled payday and cannot be tendered until that date. If the scheduled payday is a banking holiday, the paychecks will be dated the closest day prior to the scheduled payday. The Five Star Bank will be used to establish the banking calendar.

Employees whose work schedules prevent them from banking their paychecks on Friday when paychecks are distributed shall receive their paychecks on the preceding Thursday. Employees shall not transact paychecks until the next day, Friday. This paragraph relates only to the second and third shift employees.

ARTICLE XIV - OVERTIME COMPENSATION

- A. If, during a regularly scheduled workweek, an employee is authorized by his immediate supervisor to work more than forty (40) hours, the employee shall receive compensation at the rate of one and one-half times his regular hourly rate for such time as is actually worked by the employee in excess of his forty (40) hour workweek.
- B. It is understood that to be compensable overtime work, it must be authorized in advance by the employee's supervisor.
- C. Overtime shall be computed on a weekly basis.
- D. To re-arrange an employee's regular hours of work to avoid overtime pay is not permitted. If, however, certain unforeseen emergencies arise which necessitates changing an employee's hours temporarily, not to intentionally avoid overtime pay but rather to correct or eliminate the emergency condition, this then is permissible.

ARTICLE XV - LONGEVITY PAY

A. Any unit member attaining 10 years, 15 years, and 20 years of service will receive the following longevity stipends:

10-Month Employees:	10 years	\$325
	15 years	\$425
	20 years	\$625
	30 years	\$725

There will be retroactivity for the salary.

12-Month Employees:	10 years	\$425
	15 years	\$525
	20 years	\$725
	30 years	\$825

B. These amounts will be paid for each year and shall be accumulative. Eligible Employees may select the method of payment - lump sum or in two equal payments. Longevity pay can be requested on or after employees' anniversary date.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. Purpose

The Board of Education and the Association agree that it is advisable to have an orderly, clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this Agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, in an equitable manner, and without coercion, restraint or reprisal.

B. Definitions

1. A grievance is any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement. The denial of reemployment or tenure shall not be construed as a grievance.
2. An employee is any person in the Service Unit covered by this Agreement.
3. The aggrieved party shall mean the employee who submits a grievance.
4. The term days shall mean scheduled working days.

C. Representation

1. The aggrieved party has the right to represent him/her and/or to be represented at any level of the proceedings by any person or organization of his choice.

D. Procedures

1. Level 1

Within five (5) days after the occurrence of the grievance, the aggrieved party shall informally discuss the grievance with his/her immediate supervisor. If the grievance is not satisfactorily resolved at this time, the grievant may formally file a written grievance with his immediate supervisor and with the Superintendent of Schools within five (5) days after occurrence of the grievance. Such statement shall set forth the specific nature and details of the grievance, including the specific Article and Section of the Agreement alleged to have been violated, misinterpreted, or inequitably applied as to the aggrieved party, the specific acts upon which the grievance is based, and the remedy sought by the aggrieved party. Within five (5) days after receipt of the written grievance, the immediate supervisor shall provide the employee with his written determination concerning the grievance.

2. Level 2

If the aggrieved party is unsatisfied with the results of Level 1, within two (2) days after determination has been made at that level, a copy of the written statement submitted at Level 1 and the answer received are to be filed with the Superintendent. Within five (5) days after their receipt, the Superintendent will hold an informal hearing with the aggrieved party, his representative, if any, and the immediate supervisor present. Both parties may present oral and/or written statements supporting their positions in the case. The Superintendent shall, within five (5) days after he declares the informal hearing to be closed, render a written decision.

3. Level 3: Binding Arbitration

- a. The Union may submit a grievance to binding arbitration only if each of the following conditions are met:
 1. The Union has determined that the grievance is meritorious.
 2. Within fifteen (15) days of the date the Superintendents decision at Level 2 was rendered, the Union has given written notice to the office of the Superintendent of its decision to submit the grievance to binding arbitration in the manner specified in subparagraph "b" below.
- b. The Union shall give notice of its decision to submit a grievance to binding arbitration by sending a letter to the American Arbitration Association ("AAA") with a copy to the office of the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the office of the Superintendent a list of ten (10) names of arbitrators competent in the area of the grievance. Within ten (10) school days of the day on which it receives its copy of the list, each party will return its copy of all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send each party a second list, the AAA will name the arbitrator. The arbitration proceeding shall be governed by the Volunteer Labor Arbitration Rules of the AAA to the extent that the said rules do not conflict with the Agreement.

- c. The selected arbitrator will hear the grievance promptly and will issue his report not later than the thirtieth (30th) calendar day from the date of the closing of the hearing, or if oral hearing has been waived by both parties, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall grant or deny the grievance presented to him by determining whether this Agreement has been violated as alleged. In so doing, he shall interpret and apply the provisions of this Agreement, but he shall not add thereto or subtract therefrom. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement.
- e. The decision of the arbitrator shall be final and binding on all parties and shall be rendered to the office of the Superintendent and the Union.
- f. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other costs incident to the arbitration shall be borne by the party, which incurred them.

ARTICLE XVII - MISCELLANEOUS

A. Organizational Membership

When employee membership in organizations is mandated in writing by the District or its agents, the District shall reimburse employees for all fees, dues, and other expenses accrued by the employee as a result of such mandate.

B. Compensation, Workshop Attendance

Employees who attend workshops when attendance is mandated in writing by the District or its agents shall be paid at their regular rate of pay and shall be reimbursed for all fees and expenses accrued as a result of such attendance.

C. Physical Examination

All bus drivers and cafeteria staff members of the School District shall have annual physical examinations. All personnel will be required to have a Tuberculosis Test at the beginning of each school year if requested by the Health Authorities.

D. Probationary Periods

Civil Service employees shall be granted a probationary period of not less than eight (8) nor more than fifty-two (52) weeks. The Board of Education will specify the time period upon appointment.

E. Discipline in Private

If an employee is to be reprimanded or otherwise disciplined by the District or its agents, he shall be entitled to have a representative of the Union present if he so requests, and such reprimand or discipline shall be in private and away from students or other District employees. If the employee so chooses, he/she shall have the right to respond in writing.

F. Protective Clothing

The District will reimburse each custodian and cleaner for up to \$100.00 of protective clothing. Prior approval of the Buildings & Grounds Supervisor is required and a paid bill must be presented for reimbursement.

The cafeteria staff will receive \$50.00 for work clothing or shoes. Receipts must be provided.

G. Vacancies

Vacant positions that the District intends to fill shall be posted in each building for five (5) consecutive workdays.

H. Attendance Bonus

An attendance bonus will be paid each employee who has perfect attendance for each six (6) months of service, not to include vacation, bereavement, or compensation days.

10-Month Employees	\$ 50.00
12-Month Employees	\$100.00

Cafeteria staff will be afforded the use of PL days on conference days or ½ days when lunch is not served, if the employee in question is not scheduled to work or attend the conference on that day.

I. Building Checks

High School and Middle School building checks will be two (2) hours in duration with one (1) each days (when required). The Prospect and Sheldon school checks will be two (2) hours in duration combined and completed by one (1) person (when required).

If a problem occurs, the District and the Association will meet to mutually resolve it.

ARTICLE XVIII - SENIORITY

A. Definition

For the employees of this unit, seniority for the purposes of longevity, experience and lay-off shall begin with the first day of probationary appointment and shall include all subsequent continuous service.

B. Food Service - Extra Hours

1. Available extra hours of work falling within the job description of Food Service Helpers shall be distributed by rotation to regular Food Service Helpers based on seniority, with the first job going to the most senior, the second job to the next senior, etc.
2. Substitutes shall not be called in unless no regular Food Service Helper is available.
3. Use of volunteers after hours is not prohibited.

ARTICLE XIX - LEGISLATIVE ACTION

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 XX - PREEMPTORY PROVISIONS

This Agreement shall constitute the full and complete commitments between both parties and shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

If any provisions of this Agreement shall be found contrary to Law, then such provisions shall be deemed invalid except to the extent permitted by Law. All other provisions shall continue in full force and effect.

All rights, power, and authority which the Board has prior to entering into this Agreement are retained by the Board, except as those rights are expressly and specifically limited by this Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any such right, power, or authority.

ARTICLE XXI - DURATION

With respect to this Agreement, the parties agree that all proposals considered by the unit and the District during negotiations leading to this Agreement, have been discussed. Therefore, this contract shall not be reopened by either party prior to March 1, 2010.

ARTICLE XXII - SIGNING AGREEMENT

This Agreement is made and entered into on the 19 Day of November 2007, by and between the Chief School Administrator and the President of the Association. It is further agreed the terms and conditions of this agreement are retroactive to July 1, 2007. All provisions in this agreement will be retroactive if the agreement is not signed before the present agreement expires.

By: Jodi L. Ruedger
President, Attica Central Non-Teaching Employees Association

By: [Signature]
Superintendent of Schools

*Appendix B is available upon request.