### Contract Database Metadata Elements

**Title:** Heuvelton Central School District and Unit 8419, Heuvelton Central School Support Personnel, Civil Service Employees Association, Local 1000 American Federation of State, County and Municipal Employees, AFL-CIO (2008)

**Employer Name:** Heuvelton Central School District

**Union:** Unit 8419, Heuvelton Central School Support Personnel, Civil Service Employees Association, American Federation of State, County and Municipal Employees, AFL-CIO

**Local:** Local 1000

**Effective Date:** 07/01/08

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For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
AGREEMENT

BETWEEN

HEUVELTON CENTRAL SCHOOL DISTRICT

AND

HEUVELTON CENTRAL SCHOOL SUPPORT PERSONNEL

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

UNIT 8419

JULY 1, 2008 ~ JUNE 30, 2011
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ARTICLE I – RECOGNITION AND ASSOCIATION RIGHTS

Section 1 – Collective Bargaining Unit

The Heuvelton Central School District, (The Employer) recognizes Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Unit of the St. Lawrence County Educational Local 873 as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for the employees in the bargaining unit as defined below.

The Board agrees that all full-time and part-time non-teaching positions will be in the bargaining unit. Excluded from the unit are the Head Supervisor of Buildings and Grounds, Building Maintenance Night Supervisor, Transportation Coordinator, Clerk of the Board, Superintendent's Secretary, and Cafeteria Manager.

Section 2

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Heuvelton Central School Support Personnel, Unit 8419, Local 873 (The Association) affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such a strike.

Section 3

The Employer shall deduct from the wages of employees and remit to the CSEA Inc., regular membership dues for those employees who signed authorizations permitting such payroll deductions, in the manner and form approved by the Association.

Section 4 – Agency Fee

CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit represented by this Agreement, 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. Heuvelton Central makes deductions and transmits the sum so deducted to CSEA in the same manner as done for CSEA members. CSEA hereby accepts total financial responsibility for any and all litigation against the District arising out of the District’s implementation of the above responsibility for agency fee deductions from non-members of CSEA.

Section 5

Effective 7/1/09, the Employer agrees to furnish the CSEA with a complete listing of the names, anniversary dates of employment and job titles with description of duties of all employees in the unit on a yearly basis, and in addition provide on a quarterly basis the same information for new employees who are promoted or transferred, and a list of all employees terminated.
Section 6: Meetings

Monthly meetings of the Association will be held after 4:00 p.m. with no loss of time to employees. Further stipulated that meetings will not be scheduled at a time that conflicts with major events, i.e., basketball games, PTA, etc.

Section 7

The Association, and its designated agents, shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this Agreement and to explain Civil Service Employees Associations sponsored benefits and programs.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment or be provided meeting space, on property or premises owned or occupied by the Heuvelton School District.

Section 8: Civil Service Law

All unit members will be subject to and protected by all pertinent Civil Service laws.

ARTICLE II – MANAGEMENT RIGHTS

Section 1

Except as expressly limited by this Agreement, all of the authority, rights and responsibilities possessed by the Board of Education under the law of New York State are retained by it, including, but not limited to, the right to determine mission, purpose, objectives and policies of Heuvelton Central School District; to determine the facilities, methods, means and number of personnel required for conduct of the education program with Heuvelton Central School System; to administer their merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or reclassify any; to allocate or reallocate new or existing positions in accordance with law and with the provisions of the Agreement.

ARTICLE III – INSURANCE

Section 1

The Board of Education will provide for all eligible active unit members of this bargaining unit health insurance and Basic Blue Shield Dental Insurance (Option 1) for the duration of this Agreement. The health insurance plan shall be a High Deductible Health Plan (Plan C) as administered in part by the St. Lawrence-Lewis Counties School District Employees Medical Plan unless by mutual agreement of the parties the District and the Unit decide to investigate and utilize a different Health Insurance Plan.
Plan C shall consist of a $5,000 individual deductible or $10,000 family deductible with such deductible fully paid by the District. For active unit members under the age of 65, Heuvelton C.S.D.'s contribution to the Health Savings Account (HSA) portion of the deductible shall be $1,500 for individual coverage and $3,000 for family coverage. The remainder of the deductible ($3,500 for individual coverage and $7,000 for family coverage) will be paid into a Health Reimbursement Account (HRA). A Health Savings Account (HSA) is only available if the enrollee is under 65 for the entire plan year; further, if the enrollee's spouse is 65 or over, only an individual HSA is available. For active unit members' age 65 and older, the District will be responsible for funding a $5,000 Individual Health Reimbursement Account (HRA) or $10,000 Family HRA each year.

In accordance with Plan C, an employee may not be enrolled in both Plan C and another insurance plan through his/her spouse.

It is understood that if both husband and wife work for the District, or if both spouses are covered through St. Lawrence-Lewis Counties School Employee's Healthcare Plan, that only one person may enroll in the Plan for either two-person or dependent coverage. In this insurance, it is understood that the non-enrolled spouse, if a member of this bargaining unit, will not be eligible for the Health Insurance Buyout set forth below. Further more, only those who are eligible for coverage from another insurance source outside of St. Lawrence-Lewis Counties School Employee's Healthcare Plan can participate in the buyout.

Section 1: Health Insurance Buy-out

Members of the non-instructional unit may opt to withdraw from the district Health Insurance Plan on an annual basis as follows:

1. A form to withdraw from the District Health Insurance Plan must be submitted to the School Business Office by November 1st prior to the year of withdrawal.

2. A payment of $2,000 will be made to the employee submitting the aforementioned form. This payment will be made on or before January 31st of the year of withdrawal.

3. New employees hired during the school year may opt not to join the District Health Insurance Plan and receive payment at a per diem rate based on the number of months employed by the District between January 1st and December 31st. Employees leaving during the year will receive a payment of a per diem rate based on the number of months employed by the District between January 1 and December 31. Employees terminating employment with the District between January 1st and December 31st, and having received their $2,000 payment, will repay the District on a per diem rate based on the number of months employed between January 1st and December 31st. This deduction will be taken from the individual’s final paycheck.

4. Non-Instructional unit members may rejoin the District plan in the same year only if there is a death of spouse, divorce of spouse, or another similar circumstance deemed justifiable by the Superintendent of Schools. Repayment of the remainder of the $2,000 will be done through equal payroll deductions using the formula as stated in Section 3 of this Article.
Section 2

For all current and future support employees covered by this Agreement:

a) Full-time (defined as working a minimum of thirty (30) hours per week):
   District will pay costs for:
   - 100% individual coverage for health and dental insurance;
   - 100% dependent coverage for health insurance;
   - 75% coverage for dental insurance.

b) Half-time (defined as working a minimum of fifteen (15) hours per week):
   District will pay costs for:
   - 100% individual coverage for health and dental insurance;
   - 50% of dependent coverage for health and dental insurance.

   c) Part-time (defined as working less than fifteen (15) hours per week):
      No health or dental insurance coverage provided.

Section 3

Life insurance equivalent to the present dollar amount of $2,500 coverage to be provided and paid for by the Board of Education plus the opportunity to convert to ordinary life. The Board of Education and Support Personnel will each pay their share as set forth by the Insurance Policy.

ARTICLE IV - LEAVES

Section 1 - Sick Leave (Applies to Everyone)

a. Employees working a minimum of six (6) hours per day on a twelve (12) month basis fifteen (15) days per year, accumulative to 180 days.

b. Employees working a minimum of six (6) hours per day on a ten (10) month basis twelve (12) days per year, accumulative to 180 days.

c. Employees working less than six (6) hours per day on a ten (10) month basis eight (8) days per year accumulative to 180 days.

d. Five (5) sick days per year can be used for sickness in the family. Family includes spouse, children, parents or any dependent relative residing with unit employee.

e. A doctor’s certificate may be required after three (3) consecutive days of absence.

f. Employees will notify the Administrator as soon as possible before the beginning of his/her shift if he/she will be absent. Failure to do so may result in loss of pay.

   g. After an employee referred to in Section 1a, above, has reached the maximum 180 days accumulated sick leave, he/she shall be paid $15 per day during the first year of the contract, $20 per day during the second year of the contract, and $25 per day during the third year of the contract, for any unused sick days accumulated over the 180 maximum in the year in which the additional days have been earned, but not used. The maximum number of days an employee can be paid for in a year is fifteen (15) days. The payment for these days will be made with the final check in June.
Section 2 - Attendance

Regular and prompt attendance at work is required of all staff.

If it does become necessary for a unit member to be absent, it is his/her responsibility to notify their supervisor. A staff member's failure to request an excuse or to report his/her absence in the manner described will result in the absence being recorded as an unexcused absence.

If a unit member's attendance record indicates frequent absences as determined by management, the unit member shall be required to document the reasons for an absence, at the request of the management, in order for the absence to be recorded as an excused absence.

Section 3 - Attendance Incentive

Full time employees will be rewarded for minimal absences during each school year. At the end of each full year of employment, qualifying employees will receive a monetary bonus for the following attendance record:

- Zero (0) day absence: $250
- Only One (1) day absence: $200
- Only Two (2) days absence: $150
- Only Three (3) days absence: $100
- Only Four (4) days absence: $50

(These absences will include absences for the use of sick days and personal days. Vacation days for 12-month employees and bereavement days will not be factored into the attendance incentive.)

Section 4 - Personal Days

a. Employees working a minimum of six (6) hours per day on a twelve (12) month basis will receive three (3) days per year (non-cumulative) not to be deducted from sick time.

b. Employees working a minimum of six (6) hours per day on a ten (10) month basis will receive three (3) days per year (non-cumulative) not to be deducted from sick time.

c. Employees working less than six (6) hours per day on a ten (10) month basis will receive two (2) days per year (non-cumulative) not to be deducted from sick time.

- Unused personal leave will accumulate to sick leave.
- Employees desiring to utilize a personal day will notify the administration of his/her intention at least two full days in advance, and receive acknowledgement within 24 hours, except in the cases of extreme emergency.

- Personal Days may not be used to extend a vacation. Personal days may not be used the day before or after a vacation or holiday scheduled during the ten months of the school calendar year.

Section 5 - Bereavement

Death in the immediate family includes spouse, parents, grandparents, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, or anyone primarily residing in the unit member's household. The unit member may take three (3) days off with pay, not to be deducted from sick or personal time. Further time
beyond three (3) days may be granted due to extenuating circumstances only with the prior approval of the Superintendent and the Board of Education. The Superintendent may grant additional days for a death in the employee's family to be deducted from accumulated sick leave.

Section 6 – Vacation & Holiday

Ten-month employees include: Ten month secretaries, the school nurse, food service workers, teaching assistants, bus drivers and bus monitors. Ten-month employees will work the regular academic calendar and will receive no additional holidays or vacation. Unless given special permission by the Superintendent, ten-month employees will work on Staff Development Days.

Twelve (12) month employees include custodian maintenance crew and twelve-month secretaries including the school receptionist. Twelve (12) month employees will receive vacation based on the length of continuous service with the district as follows:

**Custodian maintenance crew:**

- One (1) year to five (5) years with the District: 2 weeks
- Six (6) years to ten (10) years with the District: 3 weeks
- Eleven (11) to fifteen (15) years with District: 4 weeks
- Sixteen (16) plus years with District: 4 weeks + 1 day for every year of employment to a maximum of 5 weeks

**Twelve (12) Month Secretaries/Receptionist:**

During the school year twelve-month secretaries including the school receptionist will receive vacation days listed on the school calendar unless notified by an administrator that their services are needed. Additional vacation days based on the length of continuous service include:

- One (1) to ten (10) years of service with the District: 2 weeks
- Ten (10) to twenty (20) years of service with the District: 3 weeks
- More than twenty (20) years of service with the District: 4 weeks
- No more than three weeks of vacation may be taken during July and August.

**Additional Parameter of Vacations:**

Vacation schedule to be approved by department head and administration.

Vacation schedule must permit an acceptable number of staff on duty determined by administration.

Twelve-month employees must give three days notice for vacation requests.

No vacations will be approved for twelve month employees during the last two weeks of June or the last two weeks of August without administrative permission for special circumstances.
All vacation between July 1st and September 1st need approval by April 1st. If the employee does not meet this deadline for a vacation request, he/she may lose the opportunity of being approved for his/her choice of days.

Newly hired employees cannot use any vacation time prior to the completion of their first full 90 days of employment with the district.

Twelve (12) month employees may accumulate unused vacation leave during the period of their employment with the District. Such accumulated vacation leave shall be carried over and may be used during any subsequent year of employment. At the time of ratification of this contract, any twelve (12) month employee under this bargaining unit hired after the ratification date will have roll-over vacation days capped at 18 days.

Accumulated vacation leave will be paid at the rate of one two hundred forty-fifth (1/240th) of the employee’s current salary upon retirement or resignation from the district if the severance is not due to employee misconduct.

Holidays will include: New Year’s, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving, Day after Thanksgiving, Christmas. Note: If a holiday falls on Saturday or Sunday during school year, the school calendar will be followed in regards to the observance of the holiday. If a holiday falls on Saturday or Sunday during a period of time when school is not in session, the day before or day after will be observed as set by the Board of Education and the administration. Twelve (12) month employees, if a holiday falls during a scheduled vacation, one (1) extra day for holiday. Custodians may request a floating vacation day regarding the day before or after Christmas and New Year’s with administrative approval.

Unit members of the custodial maintenance staff may at their election be reimbursed for up to three (3) unused vacation days per year at the rate of one two hundred forty-fifth (1/240th) of their current salary. These days shall be deducted from any unused accumulated vacation leave.

Section 7 – Jury Duty and Court Subpoena

a. Jury duty time will be granted without loss of pay and is not to be considered personal leave time. All monies received for such jury duty to be refunded to the District with the exception of mileage reimbursement. When responding to the jury summons or court subpoena if “being paid by employer” the employee must respond “yes.”

b. Witness/subpoena – time will be granted without loss of pay, and not to be considered personal leave for appearance as a subpoenaed witness in court.

Section 8 – Leaves of Absence

Unpaid leaves of absence for personal reasons for periods of time of not less than six (6) months or more than one (1) year may be requested in a formal letter to the Superintendent who will forward the request to the Board of Education with his/her recommendation to be approved at the sole discretion of the Board of Education.
ARTICLE V - RETIREMENT

Retirement Plan – Section 75G – contributions by the District as required by law.

Section 1: Definition of Retirement

Retirement from the District is defined as meeting the age and service requirements established by the New York State Retirement System and eligible for receiving retirement benefits from the System upon employment termination.

Section 2: Health Insurance Retirement/Supplemental Healthcare Benefit:

The district offers a supplemental healthcare benefit in accordance with the applicable insurance documents summarizing the health insurance coverage option available. The district will provide the applicable summaries and booklets. The terms and conditions of the coverage options including but not limited to contracts and policies with insurers, determine the benefits payable and the other conditions of coverage.

Benefits provided within the Supplemental Healthcare Benefit will be subject to approval of the Board of Education.

The Retiree Supplemental Healthcare plan is intended to be an employee welfare benefits plan within the meaning to Title 1 of ERISA and shall be maintained for the exclusive benefit of the participants. All provisions of the plan shall be interpreted in a manner consistent with ERISA.

Eligibility:

Active unit members who were eligible for health insurance from the district immediately prior to retirement who retire on or after the ratification date of this contract will be eligible for Retiree Supplemental Healthcare. Eligibility for the plan will end upon attainment of age 65.

Premium Costs:

The cost of coverage under the plan will be shared between the eligible retiree and the district. The percentage of premium to be paid by the district will be based upon the eligible retiree’s years of service as of his/her retirement date as follows:

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<th>Years of Service</th>
<th>District Share</th>
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<tbody>
<tr>
<td>Fewer than 15 years</td>
<td>0% by district</td>
</tr>
<tr>
<td>15 years through 19 years</td>
<td>50% by district</td>
</tr>
<tr>
<td>20 years through 24 years</td>
<td>75% by district</td>
</tr>
<tr>
<td>25 years and greater</td>
<td>100% by district</td>
</tr>
</tbody>
</table>

Section 3: Accrued Sick Leave/41j

Pursuant to Section 41-j of the New York State Employees' Retirement System, any unit member, who meets the eligibility requirements for retirement under the NYSERS guidelines, is entitled to allocate accrued sick leave, up to a maximum of one hundred and sixty-five (165) days, for the purpose of increasing credited service in the system. The unit member must complete the necessary 41-j Retirement Option form and submit it to the District Clerk no later than January 1st of the calendar year in which the retirement is to be effective; in extraordinary
circumstance and with the recommendation of the Superintendent, this notification requirement may be waived by the Board of Education.

**ARTICLE VI – PERSONAL INJURY BENEFITS**

When an employee is absent from school as a result of personal injury caused by an accident or an assault rising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick time, with the stipulation that payment not exceed twenty-six (26) weeks.

**ARTICLE VII – CONFERENCES**

Permission for the President or Delegate to attend CSEA meetings or conventions, with a maximum of three (3) days off with pay.

**ARTICLE VIII – DUES DEDUCTIONS**

The Board of Education agrees to deduct CSEA dues from the salaries of its employees providing the employee submits the prescribed form required by the Civil Service Employees Association. Dues to be deducted on a bi-weekly basis. Such dues shall be remitted to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York 12210.

**ARTICLE IX – PAYROLL POLICY**

Section 1

All personnel will be paid every other Friday.

Section 2

Pay for all extra drivers – i.e., ball practice, extra trips, etc., will be added to salary check on the next pay period in which the driving occurred.

Section 3

a. Payroll deductions for Civil Service Life, Sick and Accident Insurance providing the requirements of insurance carrier can be met, i.e., proper percentage of the group of eligible employees are willing to sign up for this coverage.

b. Payroll deductions for Civil Service Master Plan, provided the requirements of the insurance carrier can be met.

c. All deductions will be made on every pay period basis.

Section 4

Custodians, custodial workers and mechanics overtime pay shall be computed on the basis of 2080 working hours; overtime pay will be adjusted and paid on pay period following period earned.
Section 5

Secretaries – credit given from prior years' experience at the discretion of the Board of Education. Credit for previous experience given for experience in the specified area in which an opening occurs.

Section 6

An extra-curricular fund bookkeeper will be selected by the Superintendent and appointed annually by the Board of Education. If a unit member is selected, he/she will be paid the extra-curricular fund bookkeeper stipend of $2400.

ARTICLE X – GRIEVANCE PROCEDURE

a. Purpose: The purpose of this grievance procedure shall be to settle equitably and informally, if possible at the lowest possible administrative level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

b. Definition of Grievance: A grievance is a complaint by a support personnel or group of support personnel based upon an alleged violation or a variation from the provisions of this agreement or the interpretation and application, thereof, or based upon a disciplinary action. A grievance shall be deemed waived unless a written grievance is filed at the first available stage within twenty (20) school days after the unit member knew or should have known of the act or condition upon which the grievance is based.

c. Steps in Resolving a Grievance:

1. The support personnel will attempt to settle an alleged grievance with his/her immediate supervisor through discussion.

2. In the event that Step 1 is unsuccessful in resolving the grievance, the support personnel may file a written grievance on a form supplied by the Association. The form shall be filed in triplicate as follows: one (1) copy for the support personnel; one (1) copy for the Association; and one (1) copy for the immediate supervisor. A written grievance shall be filed as soon as possible but in no event later than fifteen (15) days after occurrence of fact giving rise to the grievance or notice of such facts to the support personnel, whichever is later. Within three (3) days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved support personnel and the local Association representative to attempt to resolve the grievance.

3. In the event Step 2 is unsuccessful in resolving the grievance, the Association may file a written grievance with the Superintendent within ten (10) days after the failure of Step 2. The Superintendent will meet with all parties involved in the grievance within seven (7) days after receiving written notice of a grievance to attempt to resolve the grievance.
4. In the event that Step 3 is unsuccessful in resolving the grievance, the Association will file an appeal in writing with the Board of Education within ten (10) days of receiving a decision at Step 3. Within the ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. Within five (5) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

5. Unit members have the right to be represented by a CSEA representative at any stage of this procedure.

**ARTICLE XI - SALARY**

**Section 1: Salary Increases:** First year – 5%, Second year – 5% and Third year – 5%

<table>
<thead>
<tr>
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<th>2009-2010</th>
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<td>Secretary (10 month)</td>
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<td>Custodian</td>
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<td>Custodial Worker</td>
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<td>19,700</td>
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<td>Mechanic</td>
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<td>19,219</td>
<td>19,700</td>
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<tr>
<td>Food Service (6 Hour)</td>
<td>9,375</td>
<td>9,610</td>
<td>9,850</td>
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<tr>
<td>Food Service (4 Hour)</td>
<td>6,250</td>
<td>6,400</td>
<td>6,560</td>
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<tr>
<td>Teaching Assistant</td>
<td>13,750</td>
<td>13,759</td>
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<td>Teacher Aide</td>
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<td>Registered Professional Nurse</td>
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<td>Bus Driver: AM/PM Regular Run</td>
<td>8,600</td>
<td>8,815</td>
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<tr>
<td>Bus Monitor</td>
<td>8.90/hr</td>
<td>9.12/hr</td>
<td>9.35/hr</td>
</tr>
</tbody>
</table>

Teaching Assistants hired in 2007-2008 will receive 5% increase from 15,000 salary that would equal $15,750 in salary for 2008-2009 with a 5% increase for 2009-2010 and 2010-2011.


Custodians and custodial workers hired in 2007-2008 will start at new base-salary for 2008-2009 and will receive 5% increases for 2009-2010 and 2010-2011.

All other unit members will receive 5% increases for each year of this three (3) year contract.

**Section 2 – Longevity** – Upon completing five (5) consecutive years with the Heuvelton Central School District, a CSEA member will be eligible to receive Longevity pay. The rate of pay will be:

- 5 years - $500.00
- 10 years - $1,000.00
- 15 years - $1,500.00
- 20 years - $2,000.00
- 25 years - $2,500.00
- 30 years - $3,000.00
Longevity pay will be paid as a bonus in a lump sum every five years and is not to be included in the base salary. Longevity pay will be paid on the anniversary date of hire of active employees of the district if evaluations have overall proven to be satisfactory as determined by the Superintendent and approved by the Board of Education.

ARTICLE XII: EVALUATIONS

Section 1: Evaluations

Evaluation of staff will be done at least one time per year. Usually the staff member’s immediate supervisor will complete the evaluation although the Superintendent may serve as an evaluator as well.

The evaluation will be in written form and will include a checklist and appropriate spaces for comments by the supervisor. The evaluation shall be an assessment of overall growth or lack of growth, and points out strengths and weaknesses of the employee. Specific recommendations to improve job performance shall be included in the evaluation.

Upon completion of the evaluation, a face-to-face conference will take place between the staff and the supervisor. At that time, all aspects of the evaluation will be reviewed and the staff member will have an opportunity for input. Both individuals will acknowledge the evaluation conference by their signature on the evaluation form. Signature merely indicates that the employee has met and discussed the evaluation with his/her supervisor.

All evaluations will be kept in the staff member’s confidential file. The staff member may add an attachment to the evaluation if he/she wishes to comment/respond in any way to the evaluation.

The evaluations of Teaching Assistants will be one means used to recommend or deny tenure after the three-year probationary period. Probationary Teaching Assistants will be informed of action taken regarding tenure by the Board of Education by May 1st of the final year of their probationary period.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

Section 1: Prorated Vacation

Vacation time for personnel hired during the year will be prorated in accordance with the amount of time on the job figured to the nearest month. This does not apply to substitutes.

Section 2: Time Cards

All employees covered by this agreement shall be required to use the time clock, with the exception of teaching assistants, teaching aides and the school nurse. Time cards punched prior to scheduled work time or later than scheduled dismissal time will be considered as being on the hour, unless special permission for overtime has been granted.

Section 3: CSEA Bulletin Board

A CSEA bulletin board will be provided in the school and be located where all support personnel will have access to it.
Section 4: Snow Days

Employees required to work on days school is closed due to inclement weather shall make every effort to report to work as soon as possible, and will work a regular eight (8) hour shift unless excused by the administration.

If an employee fails to report, time lost will be deducted from personal leave or sick leave.

Section 5: Lay-offs

In the event that lay-offs become necessary, the seniority list will prevail, with temporary and part-time employees going first, then the least senior regular employee and so on up the list.

Section 6 - Seniority

Seniority will be defined as service in a given job title by date hired and ranking of Board appointment.

Section 7 - Posting

When a job opening occurs, the opportunity will be given for the present employees in the bargaining unit to apply for the position. A copy of the posting will be given to CSEA President at least five (5) calendar days prior to advertising the position. The district maintains final discretion in hiring.

Section 8 - Probationary Period

All competitive unit class members will have a one (1) year probationary period. At the time of hiring, Heuvelton Central School District will give employees a job description. Employee shall be evaluated at least twice during the probationary year.

Section 10 - Detention

Teaching Assistants may request to be on the list of eligible employees to monitor After School Detention at the rate of $15.00 per hour.

ARTICLE XIV - SECRETARIAL PERSONNEL

Section 1 - Hours

All twelve-month and ten-month secretaries will work on a five (5) days per week basis. Hours are 7:50 a.m. to 4:00 p.m. daily from September 1st to June 30th. Forty minutes (40) will be allowed for lunch, and secretaries are free to leave the building if they wish to do so. One (20) minute break will be scheduled into the day before noon.

Twelve (12) month secretaries will receive vacation based on the length of continuous service with the district. (See Article IV—Leaves: Section 4—Vacations and Holidays.)
Summer Hours: July and August

Secretaries will work six hours per day with thirty (30) minutes for lunch and a ten-minute break during the workday. Secretaries will rotate their hours during the summer so phone calls can be covered from 8 a.m. to 3 p.m. Secretaries will not be allowed to leave prior to 2:00 p.m. without prior permission from administration.

Hours will include: 8:00 a.m. to 2:00 p.m.
                 9:00 a.m. to 3:00 p.m.

A rotating schedule for the summer hours will be set by June 1st of each year taking into consideration the secretaries' input and requested vacation time for twelve month secretaries.

ARTICLE XV – BUS DRIVERS

Section 1 – Seniority

a. The assignment of all regular driving shall be consistent with the needs of the District and its students. Consideration will be given to seniority whenever possible and/or practical, however, the District reserves the right to assign, transfer, or reschedule all runs in a manner conducive to the effective and efficient operation of its mission as determined by the administration. Once assigned to a regular run, a driver will not be changed during the school year except under extenuating circumstances, in which case the driver will be consulted prior to the change taking place.

b. Drivers interested in driving extra trips will sign up between September 1st and September 30th of each school year. Drivers interested will be listed in order of seniority.

c. When an extra trip is posted, the regular drivers have the option of signing for the trip and will be considered for that trip according to seniority. Once an extra trip is awarded, all future trips posted will then be given to the next senior person on the list, until list has been exhausted and then it shall begin at the top again. In the event no driver signs for an extra trip, the district may assign the least senior driver on the current rotation list.

Section 2 – Duties

Duties include: checking bus before and after trips, washing bus, fueling bus, sweeping of bus, any and all other duties pertaining to the preparation and maintenance of assigned bus. All buses to be cleaned inside and outside for inspections.

Section 3 – Bus Trips & Runs

a. A regular bus run is defined as any AM/PM run that leaves the bus garage, picks up student(s), brings them to school, returns to the bus garage or return of student(s) home paid at the driver’s salary rate.

b. Any new run that lasts more than ninety (90) school days will become a regular trip and will be posted. The driver of that trip will be taken from the seniority list.
c. A bus trip for events such as sports, band, field trips, any scholastic, extra-curricular or any other trips that may develop are considered trips outside of a regular run and will be defined as extra driving. The rate for extra driving will be $15.00 per hour.

d. An Extra Bus Run is defined as any run that is not a driver's regular AM/PM bus run, that leaves the bus garage, picks up student(s), brings them to school, returns to the bus garage or return of student(s) home. This includes any additional dismissal runs added to the day as well as BOCES Special Education Programs. The driver will be paid at the rate of $31.00 per run.

e. Pre-kindergarten run is considered ½ regular run and will be paid at the driver's regular salary for ½ run.

Section 4--Meal Allowance:

Effective upon signing of this agreement, meal allowance shall be $6.00 for breakfast (for overnight trips only), $8.00 for lunch and $12.00 for dinner. The driver must present an itemized receipt for meals in order to be reimbursed.

Section 5--Overnight Trips:

Drivers will be reimbursed at their regular hourly rate for the estimated driving time during the trip. Non-driving time shall be reimbursed at $50.00 per night. Meals will be reimbursed at the rate set in "Meal Allowance".

Section 6—Canceled Trips:

If trip is cancelled and driver is not notified, said driver will be paid for two (2) hours show up time at their extra driving rate of $15.00 per hour. (Driver must be notified at least one (1) hour in advance if trip is cancelled.)

Section 7—Mandated Meetings:

All district mandated bus driver meetings and activities will be paid at the rate of $15.00 per hour.

ARTICLE XVI – BUS MONITORS

Section 1

A Bus Monitor is defined as a person who watches over and/or oversees an individual or a group on a bus and during boarding and disembarking. A minimum of two (2) hours for each run.

ARTICLE XVII – BUS MECHANIC PERSONNEL

Section 1 – Vacations

First two (2) (three if entitled to four weeks) weeks to be taken during July or August. Final week to be taken during year at the rate of not more than two (2) days in any one (1) week.
Section 2 — Hours

All mechanic personnel shall work on their present schedules during the school session. During the summer, mechanics will work forty (40) hours per week, including one-half (1/2) hour for lunch, Monday through Friday.

Summer hours – 6:00 a.m. to 2:30 p.m.
School year hours – 7:00 a.m. to 3:30 p.m.

Section 3—Shared Position

The mechanics position may be shared (50% and 50%) between the Senior Bus Driver and a Unit Mechanic if the Board of Education and the bargaining unit mutually agree that this job share is in the best interest of the district.

ARTICLE XVIII — CUSTODIAL PERSONNEL

Section 1 — Hours

All custodial and cleaner hours to be left at the discretion of the Board of Education. Work week Monday through Friday, forty (40) hours. Punch out and in for one-half (1/2) lunch hour each day. Twenty minute breaks allowed before noon. Any overtime will be paid at time and one-half. One (1) custodial worker or custodian will be on duty every Saturday morning during the school year except the months of July and August. Department Head may decide to schedule two custodians if Saturday events scheduled deem it necessary. Saturday hours will be 8 a.m. to noon. If additional Saturday work is required, the employee who works Saturday morning shall have preference for this work. Custodian to remain on school premises. Summer hours are 8:00 a.m. to 4:00 p.m., including one-half (1/2) hour for lunch, Monday through Friday.

Section 2—Night Differential:

Night Shift differential will be $7.50.00.

Section 3—Uniforms:

Uniforms and footwear will be provided for the custodial personnel based on a mutually agreed upon arrangement between the Board of Education and the unit members of the maintenance department.

Section 4—Unused Snow Days:

When unused snow days are given to staff members, custodians that are required to be on the job will be given day(s) off at another time to be determined by the Head Custodian/Superintendent. This time will not be accumable and must be used by July 1st of each school year.
ARTICLE XIX – CAFETERIA PERSONNEL

Section 1: Extra Pay

Any cafeteria worker who works past their scheduled time will be paid for extra time worked.

Food service workers will receive extra pay at their hourly rate for working after regular school hours for banquets and special events requiring food preparation and cafeteria clean up. Hours worked beyond forty hours per week will be paid at the rate of time and a half.

Any time additional work that is needed in the cafeteria will be offered on a rotating basis (starting with a seniority list at the beginning of each year) and must be pre-approved by the Cafeteria Manager before it is worked.

Section 2: Hours and Promotions

Food Service worker will be four (4) and six (6) hour positions.

Newly hired cafeteria workers will begin at a four (4) hour position. Promotion to a six (6) hour position will be based on job performance as observed by the Cafeteria Manager and his/her recommendation for promotion will be forwarded to the Superintendent who will bring the recommendation to the Board of Education for approval. Seniority will be given consideration when determining promotions from four-hours to six-hour positions.

Current food service workers will be notified of new food service positions at least five days prior to posting and may request to be considered for the new post.

Section 3: Training

On-the-job training will be provided for all cafeteria workers. This will include all substitute workers.

Section 4: Breaks

Fifteen (15) minute breaks will be scheduled in the day for food service employees.

All six (6) hour cafeteria workers will be granted a paid lunchtime of thirty (30) minutes.

Section 5: Uniforms

Clothing Allowance: the school will provide two (2) tops each year.

ARTICLE XX – CAFETERIA MONITOR

Upon ratification of this contract all cafeteria monitors will be promoted to four (4) hour food service workers. The title of Cafeteria Monitor will be eliminated and former monitors will receive the benefits outlined in Article XVII – Cafeteria Workers.
ARTICLE XXI – TEACHING ASSISTANTS/ TEACHER AIDES

Section 1: Hours and Schedules

All Full Time Teaching Assistants and Teacher Aides will work every scheduled school day from 7:50 a.m. to 3:00 p.m. The schedule will include one-half (1/2) hour paid lunch break. Teaching Assistants will provide instructional services to students under the general supervision of a certified teacher. Teacher Aides will perform non-instructional duties under supervision determined by administration in accordance with Civil Service Law. Teaching Assistants may be assigned supervision of students outside the instructional setting (i.e. playground, cafeteria, auditorium, gymnasium, ALC: Alternative Learning Center, field trips, etc.) and other duties and tasks related to the instructional program outlined by administration and/or the supervising teacher. Included in the Teaching Assistants schedules will be breaks from instructional duties and supervision of students to allow time for duties assigned by the supervising teacher such as photocopying instructional materials, checking homework, recording grades, preparing materials for instruction, making bulletin boards, conferencing with the supervising teacher, etc. as determined by administration and the supervising teacher.

Teaching Assistants will attend at least one faculty meeting per month per grade level assigned.

Section 2: Seniority Rights

In the event that Teaching Assistants or Teacher Aides are dismissed for reason of cutbacks, job abolishment or any other form of attrition, the district will dismiss in order of seniority.

Section 3: Workshops/Conferences:

If the District requires a Teaching Assistant to attend workshops or conferences beyond their regularly scheduled workday the Teaching Assistants will be paid their per diem hourly rate for their time in attendance.

Section 4: Mandated Course Work

With approval of the School Superintendent the District will reimburse Teaching Assistants for job related classes/courses that are mandated by law after the date the employee is hired.

Section 5: Attendance Log

Teaching Assistants and Teacher Aides need to sign the daily attendance log in the Main Office.

ARTICLE XXII – SCHOOL NURSE

Section 1: School Nurse Position

New York State mandates that the school nurse position will be filled by a Registered Professional Nurse that holds a current license. A registered nurse is a person who is licensed to practice professional nursing by state authority. The professional nurse has a responsibility
for the care of individuals and groups through a collegial relationship with a physician to function in making self-directed judgments to act independently in the practice of the profession. A school nurse is a registered professional nurse who has demonstrated expertise in school health nursing practice. The school nurse reports to the Superintendent or Principal of the school district.

Section 2: Breaks/Lunch

The School Nurse will have a forty (40) minute lunch break each day. A fifteen (15) minute morning break will be scheduled daily. The School Nurse’s lunch and morning break will be posted. Unless an emergency arises, teachers will be asked to honor this break time and not send students to the nurse’s office during that time.

Emergency protocol for backup coverage during the nurse’s breaks will be developed on an annual basis and will be shared with faculty and staff at the beginning of every school year.

Section 3: Hours

The School Nurse position is a ten (10) month position. The nurse is required to be at school from 7:50 a.m. to 3:00 p.m.

Section 4: In-Service

The School Nurse will attend in-services and educational programs to keep up to date with state mandates and health concerns yearly, as approved by the Superintendent at the expense of the school district.

Section 5: Record Keeping

The School Nurse will be responsible for health related mandated record keeping. Assistance with filing, written correspondence and electronic storage of information will be made available for the nurse through the Secretarial/clerical staff.
ARTICLE XXIII - DURATION-SIGNATURE PAGE

The period of the Agreement shall extend from July 1, 2008, through June 30, 2011. Salary increases will be applied retroactively to July 1, 2008. All other provisions of this Agreement will be effective upon ratification by both parties.

FOR THE DISTRICT:

Susan Todd, Superintendent
Heuvelton Central School District

Date 4/23/09

FOR THE UNION:

Shirley Cline, Unit President

Date 4/23/09

Edward "Bud" Mulchy, CSEA
Labor Relations Specialist

Date 4/23/09