Saranac Lake Central
School District

CSEA Unit No. 6860 Contract

July 1, 2008 - June 30, 2012

Revised 10/2008
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Agreement between
Saranac Lake Central School District
and
Saranac Lake Central School CSEA Unit of
Local 1000 AFSCME AFL-CIO

PREAMBLE

The Saranac Lake Central School District recognizes and acknowledges that it may not discriminate against bargaining unit members in its employment practices pursuant to applicable federal and state laws. It is the policy of Saranac Lake Central School District not to discriminate on the basis of age, race, creed, color, religion, sex, disability, national origin, marital status, membership in a labor organization or any other basis protected by law.

ARTICLE I - RECOGNITION

Section 1 The Saranac Lake School Board recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the sole and exclusive representative of the employees in a unit composed of all non-teaching personnel, excluding supervisory employees. Such recognition shall extend for the maximum period under the law.

Section 2 The bargaining unit shall consist of all non-teaching personnel, including the following positions: classroom aide +AA, classroom aide -AA, nurse, cook, food service worker/cashier, monitor, senior account clerk, senior typist/account clerk/stores clerk, clerk, typist, computer technical support specialist, custodian in charge, senior custodian, custodian, cleaner, laborer, auto mechanic/maintenance person/grounds person, maintenance foreperson/head bus driver, bus driver, bus driver/auto mechanic known as bus mechanic, health safety officer, maintenance person and motor vehicle operator. The bargaining unit shall not include the following positions: business manager, secretary to the superintendent, business manager’s administrative assistant, purchasing agent, cafeteria manager, transportation supervisor, superintendent of buildings and grounds and accountant.”

Section 3 The Board further agrees that all newly created, non-teaching personnel and non-managerial positions will be in the bargaining unit. This is expressly for new hired employees. Should the Board or the Association disagree on the inclusion of the title(s), such dispute will be referred to the Public Employment Relations Board (PERB).

Section 4 The Association and members of the bargaining unit agree and affirm that they shall not engage in, cause, instigate, encourage or condone any strike or other form of stoppage, slowdown or withholding of work against the District.
ARTICLE II - DUES & INSURANCE DEDUCTIONS

Sections 1-3

The District shall deduct from the wages of employees and remit to the CSEA, Inc., regular membership dues and insurance premiums for those employees who signed authorizations permitting such payroll deductions. If an employee terminates his/her employment during the year the District’s responsibility for deducting and transmitting dues for that individual shall immediately cease.

All employees must designate in writing either regular membership dues or agency fee deductions. This form must be completed regardless of the employee’s affiliation with or membership in the CSEA Unit.

The District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the membership dues and shall transmit the deducted sum to the CSEA, Inc. in accordance with Civil Service Law §208(3)(b).

The Association affirms that it will maintain such policy and procedure for refund of agency fee deduction as required by the Civil Service Law and will comply with any subsequent revisions, modifications, or additional relevant governing laws, rules or regulations.

The Agency Shop fee deduction shall be made following the same procedures as applicable for dues check-off except as otherwise mandated by law.

ARTICLE III - NEGOTIATING PROCEDURES

Section 1

The designated negotiating representatives of the Superintendent will meet with the representatives designated by the Association for the purpose of discussion and reaching a mutually satisfactory agreement.

Section 2

On or before February 15 of the year this agreement expires, either party may request a meeting to open negotiations. A mutually acceptable date shall be set within thirty (30) days of the date of the request.

ARTICLE IV - HEALTH INSURANCE

By virtue of the Joint Governing Board FEH Consortium approved motion dated February 13, 2002 and agreement of the Saranac Lake Central School District and Saranac Lake Civil Service Employees Association:

“...there shall be a moratorium on negotiations for employee health insurance contribution or health insurance benefits at the individual district tables, which moratorium shall expire June 30, 2007. It is understood that negotiations for successor agreements to contracts that expire on or after June 30, 2007 will not be affected by such moratorium. This moratorium does not extend to any other health insurance benefits such as dental, optical, life, disability, vision, etc.

Section 1

All CSEA employees must work twenty-five (25) hours per week in order to be eligible for health and dental insurance benefits.
Commencing July 1, 2008 and for the life of this contract the employee shall contribute to the health insurance plan according to the following schedule:

- **Individual Plan** - $300 per year
- **Family Plan** - $600 per year
- **Super Family Plan** - $300 per year

**Section 2** The parties agree that the Memorandum of Understanding regarding health insurance, agreed to by members of the F-E-H Health Benefits Consortium shall be made part of the contract between the parties and take effect January 1, 1997.

**Section 3** Temporary or long term substitutes are not eligible for health insurance or dental insurance.

**Section 4** If another health insurance plan is found better than the present one, the district agrees to meet and discuss with representatives of all employees for the purpose of examining such a new plan. If it is mutually agreed by the district and all bargaining units, Article IV may be reopened pursuant to Article XXVII, Section 3 of this agreement.

**Section 5** The district may change health and dental insurance carriers if comparable benefits are provided.

**Section 6** If in the future the Major Medical portion of the District's Health Insurance plan can be written by another company or companies, providing the same or a higher level of benefits at a lower cost, the District will be permitted to change carriers. The District also agrees to meet with a representative group of the Civil Service Employees Association to discuss any contemplated changes and to evaluate the effects of any new plan that is adopted.

**Section 7** Effective July 1, 1996, any bargaining unit member who elects not to receive any health insurance from the district for a minimum of one year shall receive a stipend of $1,500 annually. The bargaining unit member shall provide evidence of coverage elsewhere. Should circumstances change, the individual may opt to be covered by the District's health insurance plan; such a change shall be made as soon as possible following receipt of a written request from the bargaining unit member, with pro-rata adjustments of any funds due under this section.

**Section 8** The district shall establish a plan for employees pursuant to Section 125 of the Internal Revenue Code.

**RETIREE COVERAGE**

**Section 9a** All bargaining unit members who were hired on or before to July 1, 1996 and who are eligible to retire with the District with five (5) or more years of Service will have 100% of the Health care premium paid by the District. Coverage will be extended at no cost to the surviving dependents of any covered employee or eligible retiree.

**Section 9b** All bargaining unit members who are hired on or after July 2, 1996 and who retire with the District with twelve (12) or more years of service will have 100% of the Health care premium paid by the District. Coverage will be extended at no cost to surviving dependents of any covered employee or eligible retiree.

**Section 9c** All bargaining unit members hired after July 1, 2008 and who retire with the District with seventeen (17) or more years of service will have 100% of the Health care premium paid by the District. Coverage will be extended at no cost to surviving dependents of any covered employee or eligible retiree.
Section 10 Dental Insurance

1. All regularly scheduled full time employees (see Article IV, Section 1)
   a. Coverage is available to retirees at full cost to the retiree.
   b. Husbands and wives who are both employed by this district will only be allowed to purchase two (2) family plans or two (2) individual plans.
      1. A single employee may elect family coverage during the month he/she marries.
      2. An employee who declines coverage because he/she is a dependent on a similar dental plan under the spouse's name will be eligible for coverage upon presenting proof of his/her spouse's termination of coverage by their employer or the spouse’s change of employment.

2. Coverage for new employees will start either in the month employed or the first of the following month at the discretion of the School Business Office and the Carrier.

3. Coverage for 10 month employees who have worked all year will be covered for the summer months. In the case of a resignation, this summer coverage would terminate.

4. Employees on leave of absence will be required to continue their coverage at their own expense. This is the same provision as for health insurance coverage.

5. Cost:
   a. The District agrees to contribute the following toward the purchase of this coverage.

      | Individual Coverage | Family Coverage |
      |--------------------|-----------------|
      | Option I           | $5.45/Month     | $16.51/Month |
      | Schedule A         | 5.60/Month      | 16.45/Month  |

   a. The balance will be deducted periodically from the employee's paycheck in a manner deemed to be easiest by the Business Office.

6. The Association will establish a committee to investigate and recommend to the District alternative dental insurance carriers. The purpose of this investigation is to seek better benefits for employees while maintaining the current price (premium cost) level.

   In the event the association can clearly demonstrate the above can be accomplished the plan will be implemented.

ARTICLE V - RETIREMENT

Section 1 The District agrees to grant and allow the rights, privileges, and benefits of the New York State Retirement Plan (Section 75i) and to contribute the costs of such plan for each eligible employee in accordance with the law and retirement system regulations.

Section 2 The bargaining unit member must provide the Board of Education with a letter of retirement within 30 days from the ratification and inception of this contract (July 1, 2008) or at least 60 days prior to the effective date of retirement whenever is later in order to be eligible for any retirement incentive. The bargaining unit member may, when faced with life altering events, rescind the letter of retirement at any time prior to 30 days of the effective date of retirement.
Section 3  For employees hired on or before August 1, 1990 the District agrees to grant retiring employees payment for 60% of accumulated sick leave in excess of 100 days at the employees per diem rate of pay at the time of retirement. The number of days a retiring employee shall receive is determined according to Article VII, Section 1.

For employees hired after August 1, 1990 the District agrees to grant retiring employees payment as follows:

- For fifteen (15) years of service - $1,500
- For years 16-25, $150 per year for a maximum of $1,500

In addition, the District will grant retiring employees payment for 34% of accumulated sick leave in excess of 100 days at the per diem rate of pay at the time of retirement. The number of days a retiring employee shall receive is determined according to Article VII, Section 1.

Ten Month Employees

a. If the effective date of an employee's retirement is between July 1st and the first day of school in September, the employee will be paid for the sick days at his/her wage rate in effect on the previous June 30th and will be paid for the days accumulated as of said June 30th.

b. If the effective date of an employee's retirement is between the first day of school in September and June 30th then:
   a. Sick days will be pro-rated during the last year of employment.
   b. If said employee works during the contract year through October 31st, the employee will be paid for sick days at the rate of pay in effect for that year. If the employee does not work through October 31st of the contract year; he/she will be paid at the wage rate in effect as of the previous June 30th.

Twelve Month Employees

Sick days will be pro-rated during the last year of employment. If the employee retires on or after October 31st, he/she will be paid at the current wage rate in effect during the year of retirement. If the employee retires before October 31st, he/she will be paid at the rate in effect the previous June 30th.

Section 4  Employees may choose either method of payment upon retirement.

Section 5  The District will opt into Section 41(j) of the Employees Retirement System granting service credit for unpaid sick time at retirement.

ARTICLE VI - VACATIONS

Section 1  Each 12 month employee shall be granted and allowed the following vacation time:

- Two weeks after one year of employment
- Three weeks after five years of employment
- Four weeks after twelve years of employment
- Five weeks after twenty years of employment

Year 26 + 1 day
Year 27 + 2 days
When a holiday falls in a vacation period, an additional day off shall be granted.

Vacation credits shall be converted into hours equivalent to the normal workday for each employee.

Ten month positions receive no paid vacation time.

In the event requests for vacation leave are for the same period of time and the operation of the district would be adversely effected, the unit member with the greater seniority, as determined in Article XVIII, shall have their request granted.

Section 2 Employees hired after the school year commences shall be granted vacation at one day after each month until the school year expires. The first year shall not exceed ten days. Then they shall accrue vacation as under Section 1, of this Article. Vacations shall be reasonably allowed when earned contingent upon the operational requirements of the school district. If not allowed when earned, then vacations must be taken within twelve months of such earned date.

Section 3 Unit members upon retirement or termination of employment shall be entitled to payment for all earned vacation time at the employee's per diem rate at the time of retirement or termination of employment.

Section 4 All vacations shall be granted using seniority as a guideline.

Section 5 Each employee shall receive notice of accrued leave and vacation credit by December 1 of the fiscal year. It is the employee's responsibility to verify the accuracy of the reported accrued leave and vacation credits within 30 days of notification. After 30 days the accrued leave and vacation credits on record in the Business Office will be considered accurate and final.

ARTICLE VII - LEAVES

Section 1 All employees hired on or before June 30, 2002 shall earn sick leave at the rate of 16 days per year, such earnings can be accumulated to 200 days. All 12-Month employees hired on or after July 1, 2002 shall earn sick leave at the rate of 16 days per year, such earnings can be accumulated to 200 days. All other employees hired on or after July 1, 2002 shall earn 13 sick leave days and such earnings can be accumulated to 200 days.

A. In the event of an illness, the employee will notify his supervisor each day at least two hours prior to the start of the employee's work day, unless the absence has been for more than 5 consecutive days.

B. It will be the responsibility of the employee to notify his supervisor of his intent to return to work one day prior to his return to work from an illness of 5 days or more. If the supervisor is not notified, it will be assumed the employee will not report for work.
C. The annual sick day allotment will be converted into hours. The total hours available will be determined by multiplying the number of sick days allotted times the length of the employee's work day. For example, an employee who works 8 hours per day would accrue 128 hours of sick leave per year.

D. For each illness, only the hours actually lost due to illness would be deducted from accrued leave.

E. In the event of an illness, the supervisor may request the employee provide to the District a written physician certification of illness if the employee's absence from work is more than three (3) consecutive days. The employee has the option of acquiring the requested physician certification from his/her personal physician at his/her own expense or from the school physician without expense.

Section 2 Sick Leave Bank

A. Eligibility to Join

1. Any employee earning sick leave under the terms of the CSEA employee agreement with the district, upon reaching permanent status, will be eligible to join the sick leave bank.

B. Conditions of Membership

1. Eligible employees may elect to join the sick leave bank during the first annual enrollment period following date of eligibility. Such employees must apply on a mutually agreed form, and must submit it to the district business office during the annual enrollment period.

2. Enrollment periods will be conducted in September, December, March and June.

3. An employee who does not join the sick leave bank when first eligible, but who wishes to later join the bank, may do so during the annual enrollment period by donating the cumulative number of days that he/she would have donated since the time of his/her first eligibility.

4. A member may not use the sick leave bank during his/her probationary period.

5. All employees currently in the sick leave bank will maintain their current status: No additional contribution will be required to enter the bank; however, these members will share equally in the maintenance of the bank.

6. The accounting unit for time in the bank will be "hours".

7. The initial donation to become a member of the bank shall be 2 days (the number of hours equivalent to 2 work days).

8. During any one school year the total number of days available at any one time in the bank shall not exceed 2 days for each member of the bargaining unit.
9. Employees joining the sick leave bank will remain a member until he/she:

   a. resigns in writing from the pool
   b. retires in writing from the district
   c. resigns in writing from the district

In all three cases, all time contributed to the bank remains in the bank, and cannot be used or withdrawn by the employee.

10. The decision of the Sick Leave Committee is final and not subject to the grievance process.

11. The vote of the Sick Leave Committee to grant or deny the member's request for use of time from the Sick Leave Bank shall be kept confidential and not subject to disclosure by any party.

C. Use

1. A CSEA Sick Bank Committee will consist of the following:

   a. the Superintendent or his designee
   b. the Business manager or his designee
   c. two members of the CSEA
   d. one member chosen by mutual agreement of the Superintendent and President of the CSEA

2. All requests by members for sick leave time from the bank will be sent to the committee. The committee will meet as promptly as possible to determine the eligibility of the member's use of the sick leave bank with reference to the following criteria:

   a. All requests by members to use sick leave time from the bank must be in writing.
   b. The members must have exhausted all of his/her sick leave, personal leave and vacation leave.
   c. The member must provide medical evidence to substantiate his/her request. If requested and available, the member must meet with the Committee and leave before a vote is taken by the committee.

3. The committee may grant only up to 30 days to an employee with one renewal of the same period, if necessary, during any one fiscal year.”
4. The Sick Leave Bank may only be used for employee illness, not the illness of a family member.

D. Unusual Circumstances

1. In unusual circumstances, the CSEA, with the recommendation of the Sick Bank Committee, may request the Board of Education to grant more time than the maximum allowed above. The decision of the Board of Education to grant or deny additional leave will not be subject to the grievance procedure.

Section 3

A. Personal Leave

1. All employees hired on or before June 30, 2002 shall be allowed up to five (5) days of personal leave without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. All 12-Month employees hired on or after July 1, 2002 shall be allowed up to five (5) days of personal leave without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. All other employees hired on or after July 1, 2002 shall be allowed up to three (3) personal leave days without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours except Buildings and Grounds 10 month employees that work 216 days shall be allowed four (4) personal days without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours.

2. All time away from work for medical appointments shall be deducted from sick leave.

3. Except in cases of emergencies, the employee requesting the leave will give the appropriate administrator written notice of his intention to take this leave at least 2 days in advance of the day he proposes to be absent. The administrator, as practicable, will answer the employee’s request within 2 days of when the request is made.

4. Personal leave shall not be cumulative, but shall be added to cumulative sick leave if such leave is unused at the end of the school year.

5. No personal leave shall be taken or allowed prior to or following a recess date, holiday or vacation period, except upon prior approval of the Superintendent.

6. Any employee who may desire to use more personal leave than granted in this section may apply to the Superintendent at least 1 week in advance. The reason(s) for requesting such leave will be stated and any additional days granted will be without pay.
7. Personal leave will be converted into an annual hourly allotment in the same manner as sick leave—i.e. 5 days times length of work day. All deductions for personal leave use will be on a hourly basis.

8. No more than 2 consecutive personal days may be taken at one time unless prior approval is granted by the Superintendent.

9. In the event requests for personal leave are for the same day and the operation of the district would be adversely effected, the unit member with the greater seniority, as determined in Article XVII, shall have his/her request granted.

B. Bereavement Leave

1. Up to 5 days for each (maximum of 3 per year) death of an employee's spouse, brother, sister, child, parent, guardian, parent-in-law, grandparents, grandchildren and domestic partner. Any additional time shall be deducted from an employee's sick leave, personal leave, or vacation leave, in that order. If no accrued leave is available, the employee may request a leave of absence without pay.

2. A maximum of 2 days for each death of relatives of the employee other than those specified in #1 above. Additional leave for this purpose may be approved by the Superintendent. All bereavement leave used under this sub-paragraph will be deductible from sick leave. If no accrued sick leave is available, the employee may request the time against other earned leave, or a leave of absence without pay.

3. It is understood that such bereavement leave is granted for the sole purpose of allowing employees time off to participate personally in the services held and/or to manage the details relating to the services and burial of the deceased.

4. Bereavement leave is not cumulative.

5. In addition and upon review by the Superintendent, a discretionary bereavement leave may be granted on a case-by-case basis for categories not defined above. The decision of the Superintendent in granting or denying the discretionary leave is final and not subject to the grievance procedure.

C. Serious Family Illness Leave

1. Up to 5 days total per year in the event of a serious illness in the immediate family shall be granted. Immediate family is defined as spouse, child, parent, guardian, parent-in-law, grandchildren, grandparents, siblings, and domestic partner requiring the attention of the employee.

2. Any additional time, up to a maximum of 3 days, shall be deducted from the employee's sick leave. At the discretion of the Superintendent and with his approval, the employee may be granted additional leave for this purpose. If no accrued leave is available, the employee may request a leave of absence without pay.
3. Serious family illness leave is non-deductible from accumulative sick leave nor is serious family illness leave cumulative.

4. Medical proof to verify absence for this purpose may be requested by the Superintendent.

D. Family and Medical Leave

1. Employees who have been employed with the district for at least 12 months and have worked at least 1,250 hours in the last year are eligible to take up to 12 weeks of unpaid leave for the birth or placement of a child, and family or personal illness subject to the regulations implementing the Family and Medical Leave Act (FMLA).

2. The district shall substitute any accrued paid leave of the employee (serious illness, sick, personal or vacation as appropriate), for the unpaid leave.

3. Leave taken pursuant to FMLA shall be subject to all FMLA procedures and regulations.

ARTICLE VIII - WORKERS' COMPENSATION

Section 4 A leave of absence without pay not to exceed 1 year may be granted to a full time employee by the Superintendent when approved by the Board of Education. Another year may be granted at the option of the Board of Education. Upon the expiration of such leave(s) of absence, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, or to the same or similar position, with the restoration of all benefits previously enjoyed.

Section 5 Military leave shall be granted according to the laws of New York State and the United States.

Section 6

Unit members shall be granted time off with pay when:

1. the unit member or district is a defendant in a legal proceeding arising out of the unit member's actions within the scope of his/her employment;

2. when asked or subpoenaed by the attorney representing the school district to appear as a witness; or

3. when the unit member has been called for jury duty.

Section 7 In the event an employee determined to be disabled by an injury at work and eligible for benefits by the Workers' Compensation Board, the following procedure will be followed:

A. The employee will have the sick leave charged for each day (or fraction of a day to the nearest one-half day) of absence for all time missed as a result of the accident.
B. The employee will indemnify and reimburse the district for all workers’ compensation, government or private disability benefits and proceeds of damage suits or settlements as may be paid to or received by the injured employee. The reimbursements or indemnity shall only be required to the extent of payroll benefits paid during the period of disability.

C. Once the employee's sick leave or other applicable leave is exhausted, the employee's compensation shall be limited to the amount received from the Workers’ Compensation Board.

D. When the Workers’ Compensation Board reimburses the District or the employee remits payment in accordance with Paragraph B above, the District will reinstate the applicable portion of sick time that was charged against that employee’s sick leave.

E. Health insurance premiums will be paid by the district during the period of disability, to a maximum of 1 year. If the disability continues after 1 year, health insurance may be continued at the employee's expense.

ARTICLE IX - OTHER TIME OFF

Section 1 Designated Association members may be granted reasonable time off with pay for the purpose of representing the Association at CSEA conferences, workshops and conventions. No more than 2 employees shall be granted time off at any one time and time off occasion shall not exceed 4 times in any one year. Time off under this paragraph shall not be authorized or allowed without prior approval of the Superintendent.

Section 2 Employees may be granted reasonable time off with pay for the purpose of attending work improvement sessions subject to the prior approval of the Superintendent. Members who attend will be required to provide a brief report to his/her supervisor on what was learned.

Section 3 All registration fees, meals, materials, transportation, for such work sessions, as mentioned in Section 2, off premise shall be paid for by the school district.

Section 4 At no time shall more than three duly elected officers of the Association be allowed reasonable time off from their regular duties to confer with the Superintendent and other administrators for the purpose of mutual understanding and cooperative administration of this agreement.

ARTICLE X - HOURS OF EMPLOYMENT AND IN-SERVICE TRAINING

Section 1 Work Year: The following employees' work year shall be equivalent to the number of days that school is actually in session including Superintendent Conference days: Cook, Food Service, School Nurse, Bus Driver, Cashier, School Monitors, Classroom Aide -AA and
Classroom Aide +AA. All other employees shall have a 260 day work year, except Custodians-in-charge at Lake Clear and Lake Colby, whose work year shall be 216 days.

**Work Day and Week:** Except for temporary, part-time or per hour employees, the work week for employees shall be as follows:

A. Clerical Employees - 37 1/2 hours.
B. All other employees - 40 hours.
C. Clerical employees, July and August - 35 hours.
D. All other employees, July and August - 37 1/2 hours.

The length of the work day and week for temporary, part-time or per hour employees shall be determined by the district. The compensation schedule for these positions will be in the form of a per hour format. Employees who work a set number of hours will receive their compensation in equal payments throughout their work year.

All bargaining unit members shall work on Superintendent Conference days. Bargaining unit members shall have educational programs designed for each job title or grouping of job titles, or may, at the supervisor’s discretion, perform their normal job duties that day. Such activities will be professional, meaningful and designed to enhance the ability of employees to perform their job responsibilities. All classroom aides and monitors shall participate in the same educational activities as teachers on these days and for the entire day’s activities. Bargaining unit members will be paid for pro-rata for the time spent participating in these activities.

**Section 2** Employees may be reasonably required to attend in-service training sessions. When employees are required to attend training the district will: pay for any fees for the training, pay the employee's normal hourly rate while in attendance at the training, provide a school vehicle or reimburse for mileage at the IRS rate if a vehicle is not provided, pay for lodging, and pay for food (up to the allotment established in the contract).

### ARTICLE XI - NEW POSITIONS, JOB DESCRIPTIONS, HIRING MEMORANDUM

**Section 1** Except for administrative or supervisory employees, when new work positions or titles are created, the salary for such position or title shall be negotiated with the duly authorized Association representatives, after initial probationary employment and the expiration of the agreement at the time.

**Section 2** Each employee shall be furnished a general job description defining insofar as practicable the duties of said employee in the particular job classification. Employees may be required to perform reasonable other duties incident to the position although such duties are not described or specifically defined in the job description.

**Section 3** A hiring memorandum showing present salary, longevity, years of service and current salary step was drafted by the Association and adopted upon mutual approval of the parties.
ARTICLE XII - PROMOTIONS, VACANCIES, JOB OPENINGS

The Superintendent, with input from appropriate supervisors, will consider the qualifications of each candidate with respect to the guidelines of the position, evaluations of the employee by the designated supervisor, their attendance at training or other in-service programs and county test scores (if applicable). In the event of equally qualified candidates for promotion, vacancy or new position, seniority will be the deciding factor.

An employee who changes from one title classification to another will retain those benefits granted under this contract (including sick leave and vacation time) which result from continuous employment, however, they will be granted no seniority in their new classification. If, within four (4) months, such an employee returns to their former classification, they will be granted their former seniority. If they return after four (4) months, they will be granted no seniority.

ARTICLE XIII - PERSONNEL FILES

Section 1 Upon request, an employee shall be permitted to examine his/her official employment and personnel file with the exception of original letters of recommendation. Files may be examined only in the Superintendent's office. No file, or part thereof, may be removed from such office. Said employee shall have the right to have his CSEA representative present at such review.

Section 2 No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed, and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The employee will have the right, upon request, for any derogatory material to be removed from his/her file 5 years after it was placed in the file.

Derogatory materials determined to be unsubstantiated or not factual by civil court action, grievance procedure determination at the level responsible for the maintenance of the personal history folder, or other formal hearing procedure, shall be removed from the personal history folder at such time as the employer is formally notified of such determination by the affected employee.

With the exception of disciplinary actions, personal transactions and work performance ratings, any material in the personal history folder of an adverse nature over five years old shall, upon the employee's written request, be removed from the personal history folder. Any material may be removed from the employee's personal history folder upon mutual agreement of the employee and the Superintendent or his/her designee.
ARTICLE XIV - HOLIDAYS

Section 1 All 12 month employees shall receive twelve (12) paid holidays per year. If school is open on any of the listed holidays, another day will be provided at a time when school is not in session. All other employees shall receive the holidays that fall during their employment. Any employee having to work on these days per his/her supervisor’s written authorization shall be provided a day of vacation in lieu thereof or double pay.”

Section 2 Holidays to be observed are as follows:

- New Year’s Day
- President’s Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Columbus Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day

If the holiday falls on a day other than the normal holiday, this shall be the day observed.

Section 3 When any of the above holidays fall on Saturday or Sunday, these holidays shall be observed on the preceding Friday or the following Monday, and shall be considered non-work days. Any employees having to work on these days shall be allowed a day off in lieu thereof or compensation at the double rate.

Section 4 When a work year consists of either 261 or 262 days, the additional 1 or 2 days will be given to the employees as additional paid holidays. Extra holiday(s) will be determined by the Board of Education, upon recommendation of the Superintendent.

ARTICLE XV - SALARY, SPECIAL WORK, OVERTIME, SUBSTITUTE WORK

Section 1 The attached salary schedules are hereby incorporated and made a part of this Agreement to be in effect during the District’s fiscal years July 1, 2008 through June 30, 2012. (See Appendices D1, D2, D3, D4)

Salary Appendices - Food Service Worker/Cashier and Monitors, hired after July 1, 1992, shall receive the wage rate of the column entitled “after July 1992”.

Add Administrative Assistant to Senior Account Clerk column; add Occupational Therapy Assistant to Nurse column.

SALARY:

- Year 1 2008-2009 - 5% inclusive of STEP
- Year 2 2009-2010 - 5% inclusive of STEP
- Year 3 2010-2011 - 5% inclusive of STEP
- Year 4 2011-2012 - 5% inclusive of STEP
All salary schedules to have 19 steps and if an employee is not entitled to a step increase any year of this agreement he/she shall receive an increase equal to prior year salary plus applicable percentage increase.

Section 2  All employees appointed after July 1 earn increment credit at the rate of a full increment if employed prior to January 1 of the year of appointment, otherwise increment credit does not commence until July 1 of the year next following the date of appointment.

Section 3  Overtime pay shall be at the rate of time and one half for hours worked in excess of 40 hours. Holidays and vacation days will be counted as work days in the computation of overtime. If elected by the employee and approved by the supervisor, compensatory time may be granted.

Section 4  Overtime shall not be computed for extra work of less than one half hour. Overtime shall be paid for special Sunday work, unless Sunday is part of the employee’s regular working schedule. Overtime due to emergency outside regular working hours shall be paid at for a minimum of 2 hours per emergency occasion, plus portal to portal time. Emergency work shall be performed only when requested or where required by actual emergency conditions. General overtime work shall be rotated on a seniority basis insofar as possible upon approval of a supervisor or whenever an employee is qualified and available.

Section 5  When a snow or other emergency results in closure of District facilities, twelve-month employees shall make a diligent effort to report to work on inclement weather days unless excused by their immediate supervisor. Work performed on such days will be performed as usual (normal) day’s work at regular pay. Employees unable to report to work shall, at the discretion of the supervisor, be allowed to charge such absence to personal or vacation time. Notice of this determination will be given as soon as possible but no later than the next regular workday.

Bus drivers are addressed in Article XXI, Section 6 of this agreement.

Section 6  All twelve-month Buildings and Grounds employees who work an afternoon/evening shift (2:30 pm - 11:00 pm), work beyond their normal schedule (11:00 pm), or during certain times of the year are called in between 11:00 pm and 6:00 am will receive a $.50 per hour shift differential.

Section 7  A diligent effort shall be made to regularly pay employees biweekly. During the period between fiscal years, the pay period shall not exceed 21 days or such time when it may be necessary to comply with controlling regulations.

Section 8  All openings for promotional positions paying higher salary differential shall be publicized in each school building. A promoted employee shall move to the new position on step.

Section 9  Insofar as practicable, the district shall maintain a permanent roster of persons available for substitute work. Substitutes shall be compensated at the regular base rate for the position they are subbing for.

Section 10  The mileage rate will be the same as the IRS.
Section 11 When on authorized school business outside the school district, employees shall be reimbursed for meals upon proper voucher or receipt in accordance with the schedules and policies established by the district.

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All reimbursements are inclusive of tip.

Section 12 The District shall supply such tools as are reasonably necessary to perform job duties. Employee personal tools are not permitted on District premises without the written consent of the employee's supervisor and may be used only in extraordinary circumstances.

Section 13 If mechanics are required to drive a bus, they may elect to receive the Step 1 bus driver's rate rather than their mechanic's rate for all such time actually spent driving the bus.

Section 14 The District approves payment for half of the cost of approved* safety shoes, not to exceed $60 per pair; one pair per year except in unusual circumstances when replacement is deemed necessary by the supervisor.

This will cover the following permanent and probationary employees in the following positions:

Transportation Department: Head Bus Driver, Mechanics
Buildings/Grounds Department: Maintenance, Custodians, Cleaners
Purchasing Department: Motor Vehicle Operator, Stores Clerk

For reimbursement as stated above, the Safety Shoe Claim Form must be completed. See Appendix D4

*Approved described as meaning: American National Standard Institute (ANSI) Z41.1 - Compression test 75

Section 15 Full-time bus drivers and bus monitors salary will be based on 21 pay periods. Full-time bus drivers will be paid for a minimum of five (5) hours per day and bus monitors will be paid for a minimum of three (3) hours per day. Any and all adjustments such as overtime, extra tripping, etc will be made in the next pay period.
Section 16  All retired employees in this bargaining unit who retire with at least ten (10) years of service to the District and return to work in the District as substitutes in the area prior to retirement will be paid on Step 10 in the appropriate column.

Section 17  Employees asked to work over 40 hours in any work week will be eligible to receive either overtime pay or comp time at the discretion of the employee’s supervisor. If comp time is granted the comp time must be used within 45 days. All comp time will be recorded on the day it was earned or on the very next business day. Any comp time not used within 45 days will be converted to pay and included in the next available pay period.

Section 18  All employees are allowed to accrue a maximum of 200 sick days. In the event that any employee does not use more than six (6) sick days in any one fiscal year after accumulating 200 days they shall be reimbursed for three (3) days at a rate of $75 per day ($225) payable in the second pay period in July.

ARTICLE XVI - VACANCIES

1. Vacancies shall be filled, by using a preferred eligible list or examinations as appropriate, in accordance with the Civil Service Law.

2. When a vacancy exists within the bargaining unit and it will not be filled through a preferred eligible list, the District shall post an announcement of the vacancy at least five (5) working days before the application deadline. The announcement shall contain the position title, qualifications, and the deadline for applications. Any employee who fails to apply for a posted job by the deadline shall have waived his/her rights to such position. Posted jobs shall be filled, with seniority being the determining factor when other job qualifications are equal. Vacancies will be filled within ten (10) working days following the application deadline.

ARTICLE XVII SENIORITY

1. Seniority, for purposes other than layoff, for competitive, non-competitive and labor class employees shall be defined as the length of continuous service with the district from date of permanent appointment.

2. Continuous service shall not be interrupted by periods when an employee is:
   a. on authorized leave of absence;
   b. absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease;
   c. a ten month employee who serves the full 180 day school year;
   d. on military leave;
   e. on a preferred list; or
   f. reinstated within one year after resignation.

3. An employee shall lose all accrued seniority upon resignation, discharge, retirement or refusing recall. Seniority shall be restored to any employee who is reinstated within one year of resignation/recall.
ARTICLE XVIII - REDUCTIONS IN FORCE (LAYOFFS)

1. **Competitive Positions**

Reductions in force (layoffs) of employees holding positions in the competitive class shall be governed by Section 80 of the Civil Service Law and the rules of the Franklin County Civil Service Commission.

2. **Non-Competitive and Labor Positions (See Appendix E for a list of titles)**

A. **Definitions and Rules**

1. **Permanent employee** - means a full-time or part-time employee who has completed a probationary term or had it waived and received permanent appointment by the Board of Education.

2. **Probationary employee** - means an employee who is serving a probationary term in a permanent non-competitive, competitive or labor position.

3. **Temporary employee** - means an employee who is appointed to a non-competitive or labor position in accordance with Section 64 of the Civil Service Law.

4. For purposes of layoff, seniority shall be defined as the length of continuous service in a title from date of permanent appointment.

5. Continuous service shall not be interrupted by periods when an employee is:
   a. on authorized leave of absence;
   b. absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease;
   c. a ten month employee who serves the full 180 day school year;
   d. on military leave;
   e. on a preferred list; or
   f. reinstated within one year after resignation.

6. An employee shall lose all accrued seniority upon resignation, discharge, retirement or refusing recall. Seniority shall be restored to any employee who is reinstated within one year of resignation/recall.

7. The names on the preferred list shall be removed after four (4) years if the employee has not already been re-hired or notified the school district to remove his/her name.

8. The Superintendent shall maintain and distribute a seniority list for the titles listed in Appendix E. The Superintendent shall provide this list within sixty (60) days from the execution of this agreement, and it shall be posted on all bulletin boards for thirty (30) days. The seniority list shall contain the employee’s date of initial permanent appointment to the district for purposes of seniority and their seniority rank. All employees shall have this thirty (30) day period within which to appeal to the Superintendent their proposed seniority. Any date or seniority rank which is not appealed within the thirty (30) day period shall automatically become the employee’s seniority date of hire and seniority rank.
B. Procedure

1. Reduction in force/layoffs of non-competitive and labor employees shall occur in the following order: temporary employees; probationary employees; and then permanent employees.

2. Temporary employees shall be laid off in inverse order according to their initial date of appointment. Probationary employees shall be laid off in inverse order according to their initial date of appointment. Permanent employees shall be laid off in inverse order according to their seniority and placed on a preferred list according to seniority. If a permanent employee receives notification that he/she is laid off and that employee has seniority in another title, he/she has the right to elect to return to a position in that title and displace another employee, but only if the displaced employee has less seniority in that title than the "laid off" employee.

3. When two or more persons employed in the same title have the same seniority, the tie shall be broken by the person with the earliest date of permanent appointment to the title. If the dates of permanent appointment to the title are the same, then seniority shall be determined by the person with the earliest date of appointment to the title as a probationary. If there is still a tie, it shall be broken by their order of permanent appointment to that title as noted by the official School Board minutes and registered with the Franklin County Civil Service Commission.

C. Reinstatement

1. When a vacancy occurs, the district will first offer the job to those persons on the preferred list in the following manner: beginning at the top of the list (i.e., most senior) and moving down until the position is filled, the district will notify each person who was laid off from the same title position as the current vacancy and offer him or her the job.

2. If accepted, the person will be reinstated at the step he/she would have been if no layoff occurred.

3. If the person refuses the offer and it is a similar position with approximately the same number of hours per week or there is no response within 10 working days of notification of the vacancy, the person's name shall be removed from the list.

ARTICLE XIX - LABOR - MANAGEMENT PROGRAM

Section 1 The Superintendent and CSEA agree to establish a joint labor-management committee for the purpose of providing communication, discussion and resolution of problems between the employees and the employer. This Committee will meet at least every two months and problems referred to it will be discussed until an acceptable solution can be reached. The Committee shall consist of Administrators, Supervisors, CSEA President and other employees, when they would be affected, but the committee shall not contain more than 7 members.
Section 2 The Labor Management Committee shall be activated to discuss among other things, problems with the grievance procedure, changes in work conditions, and clothing for employees handling hazardous waste materials.

Section 3 A committee to consists of CSEA members and District representatives will be formed to design an evaluation tool for use by supervisors to evaluate the job performance of all members of the Civil Service Employees Association. Evaluations are to be performed annually.

ARTICLE XX - RECIPROCAL RIGHTS

Section 1 The CSEA shall have the right to post reasonable and necessary notices and other communications on bulletin boards maintained on the premises and facilities of the employer. Officers and agents of CSEA have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement.

Section 2 The district agrees that CSEA shall have the right to represent its members under the grievance procedures, such procedure is annexed.

Section 3 The Association shall have access to school facilities in the same manner and subject to the same rules as all non-school groups.

ARTICLE XXI- BUSING

Section 1 Bus drivers on all extra trips will receive a minimum of one hour and will be compensated at their regular or overtime rate of pay as it is earned.

Section 2 On all extra-activity runs and team runs, the bus driver shall be in charge of the bus at all times for safety reasons. This will include loading, seating and unloading the bus and the right of the driver to maintain bus discipline at all times. The choice of the route shall be decided by the transportation supervisor. Bus drivers shall be paid time and one half for any runs after 8 p.m., providing the extra runs are outside of the school district and do not involve overnight trips, which are covered in Article XXI - Section 3.

Section 3 Overnight tripping will be paid a minimum of a bus drivers regular/straight hourly rate as follows:

- 1 night - 8 hours per day x 2 days
- 2 nights - 8 hours per day x 3 days
- 3 nights - 8 hours per day x 4 days
- etc.

OR actual hours driven..

All overnight trips will be considered a part of a driver’s regular work week and all hours in excess of forty (40) will be considered overtime and paid at the overtime rate.
Section 4  To assure a fair distribution of extra trip assignments, all such assignments will be left to the discretion of and agreement among the extra trip drivers and the transportation supervisor. The Transportation Supervisor shall have the final authority to determine busing assignments. A good faith effort shall be made by the transportation supervisor to give extra trip drivers 48 hours notice of such trips and drivers will give the transportation supervisor 48 hours notice of inability to fulfill extra trip assignments.

Section 5  Payment for regular bus routes will be based on tachograph time to the nearest quarter hour. Extra trip time will be calculated to the nearest quarter hour. All drivers driving one or two trips per day will receive 1 hour pay for fueling, completing necessary paperwork and cleaning the bus, which includes washing in accordance with the bi-weekly schedule posted by the supervisor. Drivers who drive in the a.m., noon, and p.m. will receive 1 1/2 hours pay. This means that a driver could drive at noon, at dismissal time in the afternoon and during the evening and qualify for the 3 trips.

Section 6  When school is closed for inclement weather or emergencies, drivers who show up within 2 hours after their starting time, unless otherwise notified, and sign the list which is available at the bus garage, will receive 2 hours driving time credit. If the district requires the drivers and monitors to be on stand-by, all drivers and monitors that remain on stand-by shall be compensated for all stand-by time. Time will be calculated to the nearest quarter hour.

Section 7  Driving during summer recess will be awarded according to seniority. Drivers hired for summer employment shall work the entire summer run.

Section 8  Assignment of regular bus runs

A. The district will give consideration to seniority in route assignments.

B. The Superintendent of Schools reserves the right to consider factors other than seniority in the initial assignment of drivers and for transfer purposes after school commences. Such factors would be, although not limited to, the ability to discipline pupils, specialized training and/or competencies needed for certain runs, etc.

C. Every effort will be made for all regular bus runs to be out and up for bid during the second week of August.

D. After the bidding process referred to in C, above is complete, any change in a driver's assignment of an average of 30 minutes or less per day will not be subject to a bidding process. A driver will be paid for actual hours worked.

Section 9  When a school bus is used for transporting students on out of town trips (sports events, class trips, etc.) the driver will be a regular school bus driver who is employed by the district.

Exceptions, at the discretion of the Transportation Supervisor, shall include, but not be limited to:
a. Commercial charter companies for occasional field trips and sports events

b. Teachers in the school district as "occasional drivers" in school district vehicles other than a regular school bus.

c. Other unusual circumstances at the direction of the Superintendent of Schools

Civil Service Employees Association does not relinquish its exclusivity as the provider of transportation services.

**ARTICLE XXII - PHYSICAL EXAMINATIONS**

After the initial examination required for employment, any annual physical examination which may be required by the Superintendent shall be at district expense if performed by the school physician. Employees, other than bus drivers, who utilize the services of the school physician must schedule the examination prior to December 1. Bus drivers must schedule their physical exams prior to September 1 and/or prior to driving. By law, bus drivers must be examined by the school's physician. Employees who wish to be examined by their own physician, may do so at their own expense. Physician's report must be sent to the School District.

If the school physician determines that an employee is physically not qualified for continued employment without additional medical evaluation, the district will provide 1 additional diagnostic examination for said employee.

Any further physical examination and/or the treatment of any medical problem will be the responsibility of the employee.

**ARTICLE XXIII SUPERINTENDENT'S HEARING ON EMPLOYEE DISCIPLINE**

**Section 1** Any probationary employee not eligible for binding arbitration may request a hearing before the Superintendent on questions of discipline. These hearings will be limited to situations involving suspension or termination of employment with the district. All permanent district employees shall be eligible for binding arbitration for disciplinary purposes. (See Article XXIV Step 4)

**Section 2** Said request for a hearing must be made within 5 calendar days from the time the employee knew of the pending disciplinary action.

**Section 3** The hearing will be held within 5 calendar days, at a time determined by the Superintendent, conducted in private, and limited to the employee and representative(s) of his/her choosing. The district may have a supervisor and/or other representative(s) on their behalf.

**Section 4** The Superintendent will advise the employee of his decision within 5 calendar days of the hearing. The decision of the Superintendent shall be final and not subject to the grievance procedure.
ARTICLE XXIV - GRIEVANCE PROCEDURE

Section 1 Definitions

A. A "grievance" is a alleged violation of this agreement, except resulting under circumstances as provided in Article XII herein.

B. An "employee" is any person in the unit covered by this agreement.

C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the Board of Education.

Section 2 Submission of Grievances

A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, prior to Step 1.

B. A grievance shall be deemed waived unless it is submitted in writing within 15 calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

C. Each grievance shall be submitted in writing on a form approved by the Board of Education and the Association and shall identify the aggrieved party, the provision(s) of this agreement involved in the grievance, the time, when, and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

D. An employee or groups of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.

1. The Association may submit any grievance. If it is limited to 1 operation, the grievance shall be submitted to the immediate supervisor. Otherwise, it shall be submitted directly to the Superintendent.

2. The Board of Education shall present grievances to the President of the Association.

Section 3 Grievance Procedure

Step 1 Immediate Supervisor

The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within 1 calendar week after the submission of a...
grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

Step 2  Superintendent of Schools

If the grievant is unsatisfied with the decision at Step 1, he must file the grievance with the Superintendent within 1 calendar week from the date he received the written decision at Step 1. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than two (2) calendar weeks after it is received by him.

Step 3  Board of Education - Association

A. If the Association is unsatisfied with the decision at Step 2, the Association, within 2 calendar weeks of the decision at Step 2 may submit the grievance to the Board of Education. A meeting shall be arranged at a mutually agreeable time for the purpose of hearing the grievance. Such meeting shall take place within 2 calendar weeks after the Board receives the request. The Board shall give its written decision to the Association within 2 calendar weeks after the hearing.

B. Within two (2) calendar weeks after receiving a grievance from the Board, the Association shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.

C. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within 15 days after receiving the statement, refer the grievance to final and binding arbitration by requesting that the American Arbitration Association propose the names of 7 arbitrators. A copy of the demand for arbitration shall be forwarded to the Superintendent and the President of the Association on the same day it is filed with the American Arbitration Association or the Public Employment Relations Board.

Step 4  Arbitration

A. Upon receipt of the names of the proposed arbitrators, or his/her designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

B. The arbitrator's decision will be in writing and will be binding upon both parties. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper.
C. Each party shall bear the full cost for its side of the arbitration and will pay one half of the cost for the arbitrator’s services.

D. The parties agree that once a case is submitted to arbitration, it will not be pursued in any other legally binding forum until the arbitrator’s decision is rendered.

ARTICLE XXV - LEGISLATIVE APPROVAL

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 XXVI - AGREEMENT DISTRIBUTION

Copies of this agreement shall be distributed by the Board of Education to all members of the Administrative staff and by the Association to all unit members.

ARTICLE XXVII - BINDING EFFECT

Section 1 This Agreement shall be binding and inure to the benefit of the parties herein and of each employee either within or represented by the Association. This Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect until and through June 30, 2012, or until a successor agreement is reached.

Section 2 In the event that any provision of this agreement shall be found or held invalid as contrary to law, all other provisions of this agreement shall remain in full force and effect. The parties shall meet within 60 days of a determination that any provision is contrary to law to negotiate new language.

Section 3 This contract may be reopened upon mutual written consent of the parties.

Article XXVIII - DURATION

The duration of this contract shall be for the period beginning July 1, 2008 and ending June 30, 2012.

It is mutually agreed that in the event the moratorium on health insurance expires on June 30, 2008, negotiations pertaining to health insurance and salary may be reopened by either party.
APPENDIX A

GRIEVANCE SUBMISSION FORM

Saranac Lake Central School District
Saranac Lake, New York

(1) Grievance submitted to:

(2) From - Aggrieved Party:

(3) Provision(s) of contract involved in grievance:

(4) Time and Place where the alleged grievance occurred:

(5) Person(s) responsible for causing the alleged grievance:

(6) General statement of the grievance:

(7) Redress sought by the aggrieved party:
APPENDIX B

PAYROLL DEDUCTIONS

I hereby authorize the Saranac Lake Central School District to withhold from my wages the following: (check one)

A. Regular Member Dues

B. Agency Fee

I hereby agree to release and hold the District harmless from any liability for funds properly deducted and forwarded according to my directions.

Signature

Date
APPENDIX C

SICK LEAVE BANK CONTRIBUTION

I hereby authorize the Saranac Lake Central School District to deduct from my accumulated sick leave for contribution to the sick leave bank the following amount of time:

| Number of Hours | Signature | Date |

* The maximum amount of time which may be contributed is the equivalent of two (2) regular work days (See Article VII, section 2(B)(8)).
APPENDIX D

SAFETY SHOE CLAIM FORM

The District approves payment for half of the cost of approved* safety shoes, not to exceed $60 per pair; one pair per year except in unusual circumstances when replacement is deemed necessary by the supervisor.

This will cover the following permanent and probationary employees in the following positions:

Transportation Department: Head Bus Driver, Mechanics
Buildings/Grounds Department: Maintenance, Custodians, Cleaners
Purchasing Department: Motor Vehicle Operator, Stores Clerk

For reimbursement as stated above, the Safety Shoe Claim Form must be completed. See Appendix D4

*Approved described as meaning: American National Standard Institute (ANSI) Z41.1 - Compression test 75

For reimbursement as stated above, supply the following necessary information:

Your Name ____________________________ Date of Purchase ________________
Vendor's Name _________________________ Brand ________________________
Total Cost of Safety Shoes LESS Sales Tax $ ____________________
Supervisor's Approval ________________________________

I certify that the safety shoes described herein were actually purchased and paid for by me, that this claim is complete and correct in all respects, that the price charged is reasonable and just, and that I have never requested nor received prior reimbursement for these items except as may be referred to above.

Employee's Signature ____________________________

Date ____________________________

Note: Please attach a copy of your receipt.
If an employee is beyond Step 19 then the salary is calculated by taking prior year salary and multiplying by 5%.

**APPENDIX D1**
## 2009-2010 Salary Schedule

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### Year 2 - 6 Percent Increase

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<tr>
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<th>2009-2010 Salary Schedule</th>
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If an employee is beyond Step 19 then the salary is calculated by taking prior year salary and multiplying by 5%
If an employee is beyond Step 19 then the salary is calculated by taking prior year salary and multiplying by 5%.

APPENDIX D3
### 2011-2012 Salary Schedule

<table>
<thead>
<tr>
<th>Sr. Acct</th>
<th>Sr. Typat</th>
<th>Cust</th>
<th>Auto</th>
<th>Head Bus</th>
<th>Motor</th>
<th>Classroom</th>
<th>Classroom</th>
<th>FS Worker BEFORE 7/92</th>
<th>FS Worker AFTER 7/92</th>
<th>P</th>
<th>Aut</th>
<th>FS Worker 7/2</th>
<th>Before 7/92 After 7/92</th>
</tr>
</thead>
</table>

If an employee is beyond Step 19 then the salary is calculated by taking prior year salary and multiplying by %

**APPENDIX D4**
Non-competitive Class
Auto Mechanic
Bus Driver
Bus Driver/Auto Mechanic (Bus Mechanic)
Carpenter
Cashier
Classroom Aide AA- and AA++
Computer Support Technical Support Specialist
Cook
Custodian in Charge
Groundsman
Motor Vehicle Operator

Competitive Class
Account Clerk
Senior Account Clerk
Clerk
Senior Clerk
Custodian
Senior Custodian
Head Bus Driver
Maintenance Foreman
Maintenance Person
Nurse
Safety Officer/Maintenance
Store Clerk
Typist
Senior Typist

Labor Class
Cleaner
Food Service Worker
Laborer
Monitor
IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year first written below.

Gerald Goldman
Superintendent

Matthew Mayville
CSEA Unit President

Bryan Paige
Labor Relations Specialist

Date: 7/29/2008

This contract was ratified by the CSEA Unit #6860 on 6/19/2008
The Board of Education approved the CSEA contract on 7/11/2008