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Title: **Southern Cayuga Central School District and Southern Cayuga Central School District Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Cayuga County Local 806 (2002)**

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6243

AGREEMENT

by and between the

SOUTHERN CAYUGA CENTRAL
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Southern Cayuga CSD Unit
Cayuga County Local 806

July 1, 2002 - June 30, 2005

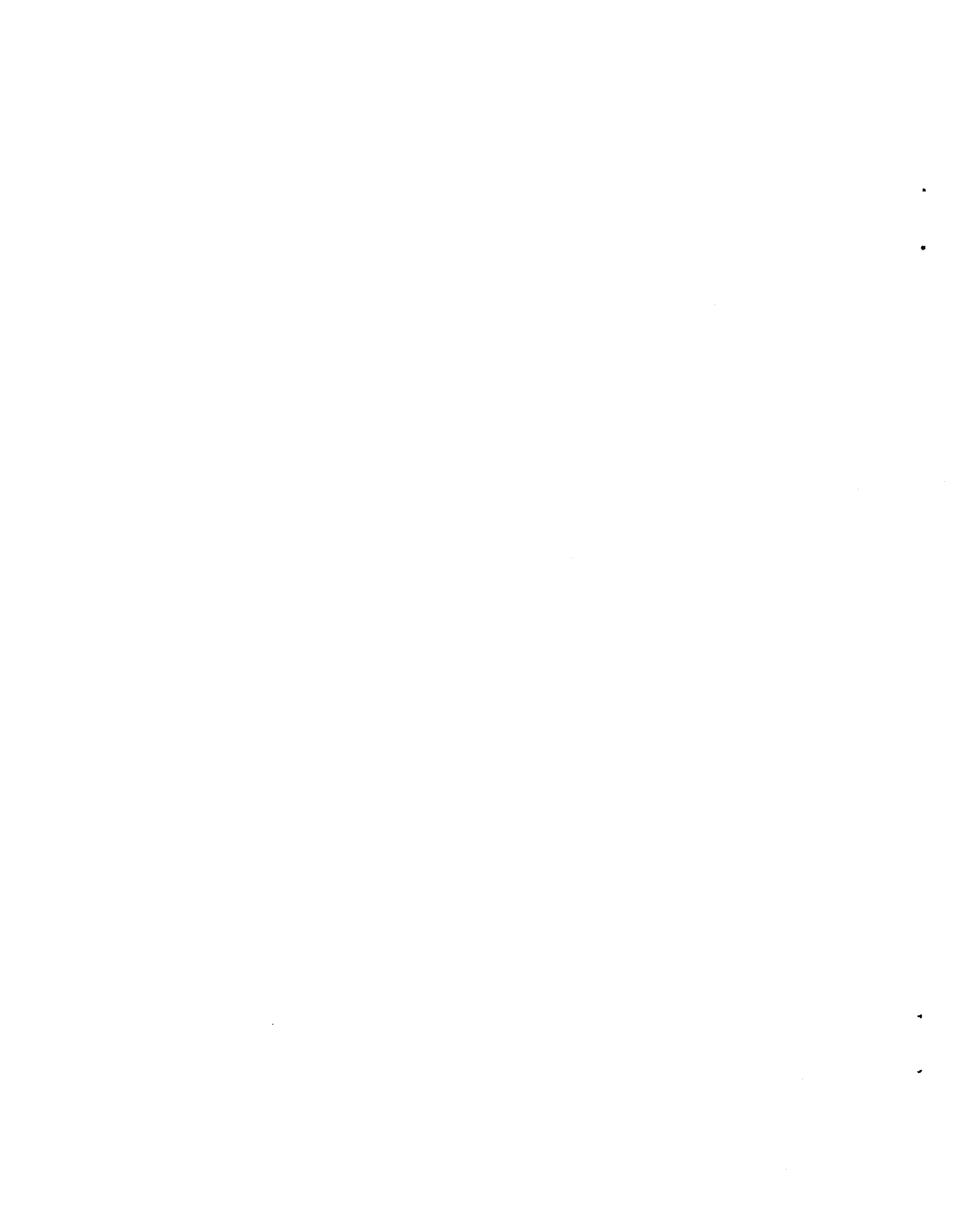


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ARTICLE I

RECOGNITION

Section 1. The Board of Education of the Southern Cayuga Central School District hereby recognizes Cayuga County Local 806, Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all regular full time and part time employees in the following titles:

Included: typist, senior typist, clerk, account clerk, senior account clerk, senior account clerk typist, senior stenographer, food service helper, cook, school lunch cashier, custodian, cleaner, head maintenance man, bus driver, bus monitor, bus aide, library aide, teacher aide, senior audio visual aide, school nurse, senior automotive mechanic, automotive mechanic, and automotive mechanic helper.

Excluded: cook manager, district office personnel (account clerk-treasurer and clerk), administrative assistant and/or senior stenographer (secretary to the Superintendent), superintendent of buildings and grounds, transportation supervisor, head custodian, student workers, and all casual, temporary, or substitute employees.

Section 2. The union affirms that it does not assert the right to strike against any government, to assist or participate in such strikes, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE II

ASSOCIATION SECURITY - DUES DEDUCTION

Section 1.

The District hereby agrees to deduct on a uniform basis from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Association and one (1) other deduction of CSEA sponsored programs for those employees who have authorized such deductions by the District. The District further agrees to transmit said deductions to the Civil Service Employees' Association, Inc., Capitol Station Box 7125, Albany, New York 12207 once each month. Dues shall be deducted in twenty (20) pay periods.

Section 2.

The CSEA shall indemnify and protect the District against any liability or claim which may arise by reason of the District's compliance with this article.

Section 3. Association Leave Days

The Association President or his/her designee shall be granted up to two (2) paid leave days per year to attend CSEA conferences. The Association shall notify the School District in writing ten (10) days prior to absence of an employee to attend said conference.

ARTICLE III

MANAGEMENT'S RIGHTS

- Section 1.** The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to have the sole right to discipline, suspend with or without pay, and to discharge employees; to hire, layoff, assign, transfer, and promote employees; to select and hire, to promote to a better position, to maintain efficiency of employees; to determine the number of teaching and non-teaching staff; to make assignments, to introduce new or improved methods, techniques, and programs; to evaluate employees and to determine the method of evaluation; to establish busing procedures and requirements; to determine the number and duties of employees; to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this agreement.
- Section 2.** The District will meet with the Union prior to any formal decision by the Board of Education to assign work that has been exclusively performed by bargaining unit members to persons other than the District's own employees. A copy of the Request for Proposal affecting bargaining unit work shall be provided to the Union prior to release. The District will negotiate the subsequent impact of any formal decision to sub-contract work.
- Section 3.** It is the intention of the parties that all of the rights, powers, prerogatives, and authority that the District had prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this Agreement, the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Civil Service Employees' Association.

ARTICLE IV

PROBATIONARY PERIOD

Section 1.

A probationary period of eight (8) to fifty-two (52) weeks may be served by new employees. At any time during the probationary period, the school district shall have the right to appoint or discontinue employment of the person involved.

Section 2.

A new employee who has been working provisionally in a position until passing the civil service exam, and who is subsequently hired permanently into the position shall have a probationary period of fifty-two (52) weeks less the period of time served provisionally.

Section 3.

Any employee within the bargaining unit who has completed their original probationary appointment who is promoted, transferred, reassigned, or whose job is reclassified shall be given a twelve (12) week qualifying period for the purpose of acquainting himself with and training himself in the job and to establish his ability to meet the job requirements. If at the end of such twelve week period, the Superintendent of Schools decided that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his former job classification.

ARTICLE V

DISCHARGE OR SUSPENSION HEARING

- Section 1.** Any dispute with respect to the discharge or suspension of a non-competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.
- Section 2.** Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee, who is eligible as provided in section one, the employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of the receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.
- Section 3.** The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.
- Section 4.** The provisions of this article shall not be subject in any way to the Grievance Procedure.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definitions

A grievance is an alleged violation of this agreement.

Section 2. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his own choice. The aggrieved employee may be present at all stages of the grievance procedure.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the Board of Education, or its representatives, and the aggrieved employee and/or the President of the Unit or his/her designee.

7. Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the building principal or supervisor. Permission shall not be unreasonably denied.

8. It shall be the responsibility of the chief administrator of the District to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the time specified in these procedures. Failure of an administrator

to respond within the appropriate time limits shall move the grievance to the next stage.

9. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Section 3. Procedures

Stage 1 - The aggrieved employee shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his determination to the aggrieved employee within two (2) business days after the grievance has been presented to him. A grievance must be submitted at this stage within ten (10) business days of the date of the occurrence of the event over which the grievance is made. If the grievance is not resolved informally within five (5) business days, the grievance shall be reduced to writing. The supervisor shall then respond to the grievance in writing within five (5) business days. The grievance shall be deemed waived unless it has been submitted within the time limit. The aggrieved employee may proceed to the second stage.

Stage 2 - (a) Within five (5) business days after a determination has been made at the preceding stage, the aggrieved employee may make a request in writing to the chief administrator or his/her designee for review and determination.

(b) The chief administrator shall immediately notify the aggrieved employee's immediate supervisor and any other person previously rendering a determination in the case to inform him within five (5) business days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

(c) Within ten (10) business days of receiving the information, the Superintendent or his/her designee shall hold a hearing.

(d) The decision of the chief school administrator shall be made within ten (10) business days after the close of a hearing.

(e) Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver

of the right of an employee to thereafter seek recourse by means of the grievance procedure.

Arbitration

Stage 3 - If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee may submit the grievance to the Board of Education for review. All written statements and records of the grievance shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education may hold a hearing to obtain further information regarding the grievance. The grievant may be accompanied by a union representative. The Board of Education shall render its decision within twenty (20) days of the hearing, or in the absence of a hearing, within twenty (20) days of the receipt of the grievance.

Stage 4 - If the grievance is not adjusted satisfactorily at Stage 3, then the CSEA, Inc. shall have the right to submit the grievance to the Public Employment Relations Board for final and binding arbitration. Upon doing so, both parties shall be bound by the rules and regulations of said Board. The fees and expenses of the arbitrator and the cost of the hearing room, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them.

The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.

The arbitrator shall have no power to add to, modify or delete any of the provisions of this agreement.

ARTICLE VII

LEAVES WITH PAY

Sick Leave

- Section 1.** Sick leave will be granted to all employees for personal illness and physical disability (including certified disability as the result of pregnancy). Each employee will earn one (1) working day per month for each calendar month worked to a maximum accumulation of 170 sick days.
- Section 2.** A total of ten (10) sick leave days, non-cumulative, may be taken for family illness annually. (Family as used in this specific section means spouse, child, mother or father of the employee). Any sick leave taken pursuant to this section will be deducted from the sick leave provided in Section 1. above.
- Section 3.** A doctor's certificate of physical fitness may be required after absence of three (3) or more consecutive days due to personal illness.

Funeral Leave

- Section 1.** All employees will be allowed four (4) days non-cumulative, with pay, for a death in the immediate family. The immediate family is defined to mean: father, mother, brother, sister, son, daughter, husband, wife, grandparents, grandchildren, mother-in-law or father-in-law.
- Section 2.** All employees will be allowed two (2) days non-cumulative, with pay for the death of brother-in-law or sister-in-law.

Personal Business Leave

- Section 1.** Three (3) days may be granted as personal business leave each year (not deductible from sick leave, nor accruable) at the discretion of the Superintendent of Schools or the administrator in charge. Such leave is subject to the conditions contained herein:
1. This personal business leave is to be used for matters which cannot be scheduled outside of school hours.
 2. Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in each school office. Except in an emergency situation, requests for personal business leave shall be made at least two (2) days in advance of the leave.

3. A request for personal business leave the day before or the day after a vacation or school recess will be considered only in an emergency situation and granted or denied strictly on the justifiability of the reason given when such request is made. The unit member requesting personal business leave under such conditions must contact the Superintendent or his/her building principal if the Superintendent is unavailable prior to the granting of the leave.

4. Personal business leave is leave that shall be available to staff for the conduct of personal business that cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes, or for litigation against the school district, its employees or the Board of Education, or for seeking other employment or for conducting activities on behalf of the Association, its affiliates, or any other organization.

5. Any unused personal leave shall be converted to sick leave at the end of the school year.

Jury Duty

An employee called for jury duty shall receive his/her full day's pay from the school district and the expense money paid by the court system. Remuneration from the court system will be turned over to the district, provided that employees serving on jury duty will not receive less than what the court system would have provided for jury service.

Community Service

1. Active members of the local volunteer ambulance and fire department emergency service units, will receive their regular pay when called out during his/her regular work day.

2. If it shall be determined by the Superintendent of Schools that one or more employees must have their volunteer participation limited in order to meet District responsibilities, the Superintendent shall notify the effected employees prior to limiting their participation.

3. Any such limitation shall be at the Superintendent's sole discretion based on his analysis of District requirement.

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence may be granted for valid reasons at the discretion of the Board of Education for one year without pay. No request shall be unreasonably denied.

A unit member who is on an unpaid leave of absence from the District may purchase health insurance through the District's group carrier for up to one year. The premium will be fully paid by the unit member.

ARTICLE IX

MILITARY SERVICE LEAVE

Military Service Leave shall be in accordance with Section 242-243 of the Military Law.

ARTICLE X

BODILY INJURY LEAVE

- Section 1.** In the event whereby an employee incurs bodily injury due to direct action on the part of a student during performance of duty, (as defined by Workmen's Compensation) and time lost from school due to that injury extends beyond four (4) weeks, upon examination by the school physician, if so desired, the Board will treat the first four (4) weeks as injury leave, not deductible from sick leave. The employee's sick leave may be applied to the lost time after the injury leave is used up.
- Section 2.** Absence required beyond the injury leave may be charged against accumulated sick leave, or
- Section 3.** Alternatively, absence required beyond the injury leave may be applied for under workers' compensation.

ARTICLE XI

VACATION

Section 1. Twelve Month Employees Only: After the completion of one (1) year of service, employees shall be given ten (10) days of vacation. Thereafter, an employee will accrue one (1) additional vacation day for each year of service after the first year. Vacations will accumulate to a maximum of twenty (20) days. Vacations are to be scheduled by the department head with the approval of the Superintendent of Schools and shall not interfere with the operation(s) of the school district. Employees shall be allowed to carry over up to a maximum of two (2) unused vacation days into the following year.

Section 2. Presently employed ten month employees who, during this contract, are promoted to twelve months service shall be credited with prior ten month service as follows:

- a. At the end of the first year of 12 month service, they shall receive ten (10) days vacation, PLUS:
- b. One half the additional days to which they would be entitled, had all service been as 12 month.
- c. The total of (a) and (b) above shall not total more than twenty days annual vacation.

Section 3. A.

Twelve month employees who are hired after July 1 of the initial employment year and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a prorated vacation in accordance with the following schedule.

hired by July 31	10 days
hired by August 31	9 days
hired by September 30	8 days
hired by October 31	7 days
hired by November 30	6 days
hired by December 31	5 days
hired by January 31	4 days
hired by February 28	3 days
hired by March 31	2 days
hired by April 30	1 day
hired by May 31	0 days
hired by June 30	0 days

B. Thereafter, twelve month employees who will complete twelve (12) months (1 year) of continuous employment by June 30 shall receive eleven days paid vacation if hired between July 1 and December 31, or ten vacation days if hired between January 1 and June 30. Thereafter one day per year will be added up to twenty (20) days paid during the eleventh year of continuous employment.

C. Vacations are to be scheduled by the department head with the approval of the Superintendent of Schools and shall not interfere with the operation(s) of the school district.

ARTICLE XII

HOLIDAYS

All twelve month employees covered hereunder will receive full pay for thirteen (13) holidays per calendar year. Ten month employees will be paid for ten (10) holidays which fall within the academic school year only. The holidays shall be designated by the Superintendent of Schools and incorporated into the school calendar.

ARTICLE XIII

HEALTH INSURANCE

- Section 1.** The Board of Education will maintain the Blue Cross and Blue Shield of Central New York Option 2 Health Insurance Program or its equivalent including the co-pay prescription drug rider, but reserves the right to select alternate carriers or self-fund health care insurance during the life of this agreement. Should the Board of Education change health care insurance carriers or self-fund, it will continue the same percentage contribution as specified in Sections 2 and 3 below to the new carrier or self-funding program.
- Section 2.** The District will pay 100%, less one dollar (\$1.00) per year, of the monthly individual healthcare insurance premium for employees who elect to join the District Healthcare Insurance Plan.
- Section 3.** The District will pay 75% of the monthly-dependent healthcare insurance premium, for employees who elect to join the District Healthcare Insurance Plan.
- Section 4.** Beginning on January 1, 1996, the prescription co-pay will be \$6.00.
- Section 5.** The District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1982.
- The schedule of benefits of the Cayuga-Onondaga Area Schools Employees Healthcare Plan shall be considered equal to or better than the schedule of benefits of the health insurance plan in effect as of June 30, 1994.
- Section 6.** Unit members who were receiving health insurance prior to July 1, 1995 shall continue to receive coverage providing they don't sever employment or voluntarily reduce their hours.
- Unit members not receiving health insurance before July 1, 1995 and all unit members hired on or after July 1, 1995 shall not be eligible to receive health insurance benefits until they are regularly scheduled to work 25 hours per week in their regular Civil Service position. If their work schedule falls below 25 hours per week they would no longer be eligible for coverage. An employee who loses entitlement to this benefit may apply for insurance coverage in accordance with Section 8 of this Article.

Section 7. Employees who are eligible for, and who in fact receive Healthcare Insurance premium payments from the District under section 2, and 3 above; and

Who are eligible to retire and who do in fact retire during this contract period, shall receive Healthcare Insurance premium payments of 100% less one (\$1.00) dollar per year for individual coverage or 75% per year for the dependent healthcare premiums; provided.

Employees of the District before July 1, 1986, have served at least 16 years in the Southern Cayuga Central School District prior to retirement.

Employees hired on or after July 1, 1986, shall have served at least 20 years in the Southern Cayuga Central School District prior to retirement.

Retirees meeting the above eligibility requirements will have 100% of the employee and 75% for the employee's spouse paid on medicare reimbursement effective July 1, 1992.

Section 8. Employees or retirees who do not meet the eligibility requirements as stated above shall have the right to participate in the Health Insurance Plan at their own expense.

Section 9. Permanent employees with a minimum of three (3) years of permanent service to the District who are injured in the course of duty will be eligible to continue their health insurance coverage as described in Section 1 through 8 above, for a period of up to one year, from the date of the injury.

ARTICLE XIV

RETIREMENT PLAN

Upon application by the employee, the District will provide participation in the New York State Employees Retirement Fund for eligible employees for the retirement plan known as the Improved 1/50 Plan, 75I. Employees are required to follow the requirements of the New York State Employees' Retirement System (NYSERS).

ARTICLE XV

JOB POSTING

- Section 1.** When a vacancy in the negotiating unit occurs, the District shall post and advertise the position in a conspicuous place (both schools, bus garage) in the District for a period of five (5) working days so that each employee may have an opportunity to apply for the position. The vacancy shall state job title, location of work, shift, and salary.
- Section 2.** Where skill and ability is equal for a non-competitive and labor class position, the employee with the most seniority will be given preference. Based upon the needs of the District, the employer reserves the right to fill the vacant position by hiring a new employee.
- Section 3.** Seniority for non-competitive labor class employees as used in this article shall be defined as the length of continuous service since the last date of hire in the District.
- Section 4.** Seniority for competitive class employees is defined by Section 80 of the Civil Service Law.

ARTICLE XVI

LAYOFF - RECALL

- Section 1.** All layoffs, reduction in force, job abolishment and recalls (except those employees with Civil Service competitive classifications) shall be according to job classification and seniority. The least senior employee in the affected job classification shall be the first to be laid off. Employees with Civil Service competitive classification shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law.
- Section 2.** Employees shall be recalled to their job classification in reverse order of layoff (last laid off first recalled). Individuals will be notified by registered mail (sent to the last official address on file at District offices) and shall reply within five (5) calendar days after receipt of the registered letter. If no reply is received within the time limits, the individual will have waived all rights to recall.
- Section 3.** Individuals will be afforded the opportunity only once to return to the District, and shall retain their right to recall and seniority prior to layoff, for a period not to exceed two (2) calendar years.
- Section 4.** Recalled employees who have been laid off for less than two (2) years shall have benefits which have accrued up to the time of layoff restored.

ARTICLE XVII

WORK DAY

Section 1. Workday/Workweek

- a. The normal workday for clerical staff shall be seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week exclusive of meal period.
- b. The normal workday for maintenance staff; mechanics and mechanics helper/bus driver shall be eight (8) hours per day, forty (40) hours per week exclusive of meal period.
- c. The normal workday for custodial staff shall be eight (8) hours per day, forty (40) hours per week exclusive of meal period.
- d. Bus drivers, cafeteria workers, and teacher aides shall have workdays and workweeks that shall conform to the needs of the school district.
- e. The normal workday for nurses shall be seven and one-quarter (7 1/4) hours per day exclusive of meal period.

Section 2. Work Year

- a. The work year for bus drivers, cafeteria workers, nurses and teacher aides shall be the numbers of student days for their respective department for each school year and additional conference days as set forth on their school calendar.
- b. Employees required to work any hours which are not part of Section 2.a., above shall be paid at their regular hourly rate for those hours in the payroll period in which they were earned in addition to their regular salary for that pay period.

Section 3. Nothing in this article will be construed as a guarantee of a specific number of hours of work per week. If a reduction in hours is necessary the District will discuss the issue with the union.

ARTICLE XVIII

OVERTIME DISTRIBUTION AND COMPENSATION

- Section 1.** The District will assign overtime in an equitable fashion within each department based upon the needs of the employer. Bus Drivers shall be assigned overtime and/or extra duty trips pursuant to Article XXV.
- Section 2.** Any unit member who is authorized and works in excess of forty (40) hours per week shall be compensated in pay or compensatory time by mutual agreement at the rate of time and one-half his base hourly rate of pay for all hours worked in excess of forty (40) hours.
- Section 3.** Any unit member who is authorized and works on a designated holiday shall be compensated at the rate of time and one-half his or her straight time hourly rate for all hours worked on the holiday in addition to holiday pay.
- Section 4.** Any unit member who leaves District premises and is subsequently asked by his or her supervisor to return for work shall receive a minimum of two hours pay at straight time.
- Section 5.** For the purpose of computing overtime, authorized Holiday Leave will be considered time worked.

ARTICLE XIX

EMERGENCY CLOSING

Section 1.

In the event the school or schools are closed as the result of an emergency custodial, clerical and maintenance personnel are required to report to work not later than two (2) hours after their normal starting time unless the total District operation is suspended for that day by the Superintendent. In the event of a hardship on the part of an employee, he/she may call his/her immediate supervisor and request a personal or vacation day. Custodial, clerical, and maintenance employees who report to work and are sent home shall receive a minimum of four hours pay.

Section 2.

Teacher aides, bus drivers and nurses will be required to work one (1) day at no additional compensation for one day due to emergency closing; second and third days of emergency closing may be required to be made up. In the event the days are not required to be made up on or before June 30, there will not be any reduction in pay. For each day after the third day of emergency closing, there will be a reduction from the final paycheck of the school year.

Section 3.

In the event the school or schools are closed as the result of an emergency, affected nurses, cafeteria workers, teacher aides and Bus Drivers shall not report to work.

Section 4.

Cafeteria workers who are instructed not to report to work due to an emergency closing of school may use available personal leave to cover pay for any day of emergency closing that is a regularly scheduled work day in their yearly calendar.

Section 5.

Employees will receive their regular daily pay when school opens late or closes early due to an emergency.

ARTICLE XX

USE OF PERSONAL VEHICLE

An employee using his/her personal motor vehicle at the request of his/her supervisor or the Superintendent for school district business shall be paid at the approved rate established by the Internal Revenue Service effective as of July 1 of each year. Prior approval from the Superintendent will be required.

ARTICLE XXI

ASSOCIATION NOTICES

The Union shall be extended the privilege to post notices concerning Union business on bulletin boards maintained on the premises and facilities of the School District, however, they are first to be communicated with the Chief School Administrator. Union meetings shall be scheduled as not to conflict with the work duties and responsibilities of the Union members. Any employee scheduled to work at the time of a Union meeting shall not be allowed to leave his work station to attend such meeting. Application for the use of facilities shall be made to the Chief School Administrator.

ARTICLE XXII

UNION LABOR RELATIONS SPECIALIST

Section 1.

For the purpose of administering, adjusting, or interpreting the terms and conditions of this agreement, the CSEA Labor Relations Specialist shall have the right to visit employees in the school by arrangement with the Chief School Administrator. In no event, will a visitation interfere with the employee(s) work routine.

Section 2.

On the effective date of this agreement, the employer shall supply to the Southern Cayuga Central School District Unit of the Cayuga County Local of CSEA, Inc. a list of all employees in the bargaining unit showing the employee's full name, home address, job title, work location, and first date of employment. Such information shall hereafter be provided to said CSEA Unit on a quarterly basis.

Section 3.

A seniority list shall be posted throughout the District by October 1st of each year.

ARTICLE XXIII

REVIEW OF PERSONAL HISTORY FOLDER

- Section 1.** An employee shall have an opportunity to review his personal history folder in the presence of a designated official of the school district upon five (5) days' notice and to place in such file a response of reasonable length to anything contained herein which such employee deems to be adverse, provided, however, an employee may not review letters of recommendation obtained in connection with his initial and subsequent employment.
- Section 2.** An employee has the right, if he so elects, to be accompanied by a representative of the union or of his own choice during the review of his personal history folder.

ARTICLE XXIV

EDUCATIONAL COST SHARING

- Section 1.** The School District agrees to share the cost of educational courses provided the course is job related and prior approval is received from the Superintendent.
- Section 2.** An employee must have been continuously employed full time for six (6) months to be eligible. Prior approval for participation shall be the decision of the Superintendent of Schools, which shall not be withheld unless for good and sufficient reason.
- Section 3.** The District shall reimburse a unit member at the rate of one hundred dollars (\$100.00) for three credit hours of course work satisfactorily completed (passing grade) at an approved college, BOCES or other accredited school one hundred seventy-five (\$175.00) for three credit hours of course work if a grade of "B" or better is attained. Maximum reimbursement will be for one satisfactorily completed three credit hours of course work that semester.
- Section 4.** Request for approval and documentation of completion shall be in written form. An official copy of the transcript must be received by the District by October 15 for reimbursement the following year. The Superintendent of Schools shall maintain copies on file.

ARTICLE XXV

BUS TRIPS

- Section 1.** A single A.M. and P.M. regular run shall be paid at the rate of 60% of a regular double run (total of 4 trips daily). Double A.M. or P.M. regular runs shall be paid at the rate of 50% of a regular double A.M. and P.M. run.
- Section 2.** Single Bus Run (2 trips daily) - Consists of one regular route (either elementary or secondary) with a full size bus, both A.M. and P.M. trips, on a daily basis as assigned and at the times designated by the school.
- Section 3.** Double Bus Run (4 trips daily) - Consists of a continuous assignment with a full size bus, both A.M. and P.M. trips, carrying elementary pupils and secondary pupils on separate trips and on routes as assigned and at the times designated by the school.
- Section 4.** BOCES, Extra or Special Trips - All trips other than regular carrying pupils to and from school once each day, will be paid for at an hourly rate of \$11.02 for the 2002-03 school year, \$11.37 for the 2003-04 school year, and \$11.72 for the 2004-05 school year. A minimum of \$11.02 for the 2002-03 school year, \$11.37 for the 2003-04 school year, and \$11.72 for the 2004-05 school year will be paid for trips less than one hour in duration, and payment will be pro-rated to the next quarter hour for driving time beyond the first hour. On trips lasting all day or more than one day, payment will be made at the rate of \$11.02 for the 2002-03 school year, \$11.37 for the 2003-04 school year, and \$11.72 for the 2004-05 school year per hour for actual driving time with a maximum of 12 hours of driving time each day.

Effective July 1, 2000 Special Education trips to work sites are considered field trips and are paid in accordance with this Section.

Driving time means all time spent by the driver behind the wheel or in attendance at the bus while transporting pupils from place to place on field trips, but not to include time when the bus is parked overnight or not in use serving pupils. On all day trips to a distance of up to 50 miles or a one-way trip time of up to one hour and the waiting time would be four hours or more, the driver will return the bus to the bus garage after delivering the pupils to the destination and return at an appointed time for the return trip, at the discretion of the administration.

On full days away from the school district on weekends the school district will compensate the bus driver a minimum of six (6) hours. Reimbursement of up to \$5.35 per meal shall be made when extra trips are

extended past 7:00 p.m. for evening trips and 1:00 p.m. for day trips when employment is for four or more consecutive hours. On overnight trips the school district will provide lodging. Receipts must be turned in for reimbursement.

- Section 5.** Extra or special trips outside the District will be assigned on a rotating basis from a voluntary trip list. Those drivers who hold another regular job have the option of being by-passed on the trip rotation if the time schedule of the trip interferes with their other job.
- Section 6.** Two separate rotating lists will be kept: one for week days and one for weekends. If no drivers are available from the lists other drivers shall be assigned on a rotating seniority basis.
- Section 7.** Afternoon activity runs will be equitably distributed among all drivers who desire these runs, the schedule to be worked out among the drivers involved and the transportation supervisor.
- Section 8.** Field trips within the district shall be assigned to the most senior driver who signs up for the field trip by noon of the last work day prior to the day of the said field trip.
- Section 9.** Substitute bus drivers may be assigned out-of-town trips at the discretion of management to a maximum of twenty times per year. The counting of these trips is exclusive of the first two weeks of school during which regular bus drivers are expected to drive their regular bus routes.
- All trips of more than 15 people will be run with a salaried driver except in emergencies. Trips requiring more than one vehicle will be run with a salaried driver with the exception of trips with van or automobiles which are being driven by teachers or coaches directly involved with instruction, extended trips out of town and F.F.A. activities.
- Section 10.** All trips that return to school will notify driver of a definite time to return for pick-up. On trips which may require five or less students to stay for an extended period of time, the instructor or coach may also take a van or automobile to transport those remaining.
- Section 11.** All extra trips, field trips, or special trips must be approved in advance by the superintendent, building principal and transportation supervisor. No teacher, coach, or other employee may arrange trips directly with a driver.
- Section 12.** If, while on an assigned extra or special trip, a regular full-time driver misses his scheduled a.m. or p.m. trip, pay will not be deducted for the missed trip but the equivalent amount of time will be deducted from the total time to be paid for on the extra or special trip.

- Section 13.** Personnel attending in-service training sessions, will be reimbursed at a rate of \$15.00 per two-hour session and paid quarterly if verified by trainer. Such payment will only be affected for time devoted outside of the regular working day.
- Section 14.** Substitution of mid day trips will be made from the regular driver list on a seniority basis.
- Section 15.** The 3:25 p.m. shuttle bus between the Poplar Ridge buildings and the Emily Howland Buildings shall be paid at the rate of \$2.45 per day.
- Section 16.** By September 15 of each year, a schedule for all regular bus runs shall be established, showing route number or numbers, assigned bus number, morning and afternoon show-up time for drivers, and morning and afternoon departure time from bus garage. Such schedule shall be posted in the Bus Garage.
- Section 17.**
- Five O'clock trips - Drivers shall be paid their regular hourly rate.

ARTICLE XXVI

WAGES

- Section 1.** For the 2002-03 school year, the District will provide each returning unit member with a thirty-eight cent (\$.38) per hour wage increase to be added to his or her respective 2001-02 base salary or wages.
- Section 2.** For the 2003-04 school year the District will provide each returning unit member with a thirty-eight cent (\$.38)per hour wage increase to be added to his or her respective 2002-03 base salary or a three and three tenths (3.3%) percent increase whichever is higher.
- Section 3.** For the 2004-05 school year the District will provide each returning unit member with a three and one-half (3.5%) percent wage increase to be added to his or her respective 2003-04 base salary or wage.
- Section 4.** As heretofore used:
- “Base salary/wage is: annual gross salary or hourly wage, less any included overtime, shift differential, longevity, or other annually awarded, special add-on amounts.”
- Section 5. Longevity**
- a. After an employee's fifth consecutive year of Southern Cayuga School District (SCSD) Service since his/her last date of hire he/she shall receive an additional one hundred twenty-five dollars (\$125).
- b. After an employee's tenth consecutive year of Southern Cayuga School District (SCSD) Service since his/her last date of hire he/she shall receive an additional one hundred dollars (\$100).
- c. After an employee's fifteenth consecutive year of Southern Cayuga School District (SCSD) Service since his/her last date of hire he/she shall receive an additional one hundred dollars (\$100).
- d. After an employee's twentieth consecutive year of Southern Cayuga School District (SCSD) Service since his/her last date of hire he/she shall receive an additional one hundred dollars (\$100).
- Section 6.** The title of cook shall receive an additional three hundred dollars (\$300) per year above their wage or salary plus the raises for each year of this agreement.

ARTICLE XXVI Cont'd.

Section 7. CAFETERIA EMPLOYEES

A. The District will provide each cafeteria employee with \$100.00 in the 1992-93 school year and \$50.00 per school year thereafter for the purchase of uniforms and/or work shoes.

B. Cafeteria employees who work any functions outside the normal working hours which requires them to return to work shall receive their regular rate of pay plus an additional one dollar (\$1.00) per hour for each hour worked with a minimum of two hours.

SOUTHERN CAYUGA CENTRAL SCHOOL
Wage Rates* for present Employees of the
Southern Cayuga Central School District July 1, 2002.
(Does not include longevity payments.)

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
BUS DRIVERS:			
Arnold, Kathleen	12.15	12.55	12.99
Baildon, Elizabeth	14.35	14.82	15.34
Bassett, Anne	14.94	15.43	15.97
Becker, Kristie	12.78	13.20	13.66
Cook, Deborah	11.15	11.51	11.91
Grady, Pat	11.64	12.02	12.44
Garber, Deborah	11.40	11.78	12.19
Juhl, Marie	11.25	11.63	12.05
Meade, Joel	11.77	12.16	12.59
Nolan, Kevin	11.64	12.02	12.44
Nolan, Robin	12.32	12.73	13.18
Ryan, Jonathan	15.57	16.08	16.64
Teeter, Ann	14.35	14.82	15.34
Wolinski, Ann	12.43	12.84	13.28
Woods, Barbara	13.12	13.55	14.02
Zirbel, Holley	11.25	11.63	12.04
<i>Elser, Doyle, Van Busckaten</i>			
CLEANERS: <i>Garrison</i>		<i>11.63</i>	<i>12.04</i>
Adams, Ida	8.90	9.28	9.60
Clark, Jay	8.61	8.99	9.30
Nelson, Kenneth	9.30	9.68	10.02
Radcliff, Susan	10.47	10.85	11.23
Hildreth, Jean	8.82	9.20	9.52
CUSTODIANS:			
Cobb, Lyle	12.78	13.20	13.66
Dixon, James	11.21	11.59	12.00
Hildreth, James	10.68	11.06	11.45
Kachnycz, Dennis	11.87	12.26	12.69
Radcliff, Daniel	11.65	12.03	12.45
Sampson, William	11.87	12.26	12.69
<i>Kevin James</i>			

SOUTHERN CAYUGA CENTRAL SCHOOL
Wage Rates* for present Employees of the
Southern Cayuga Central School District July 1, 2002.
(Does not include longevity payments.)

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
REGISTERED PROF. SCHOOL NURSES (including adjustment for unpaid meal period).			
Botsford, Sharon	17.64	18.22	18.86
Chadwick, Jackie	16.46	17.00	17.60
Janssen, June	16.17	16.67	17.25
AUDIO-VISUAL TECHNICIAN			
Sharshon, Cindy	16.67	17.22	17.82
BUS GARAGE			
Meade, Joel	10.53	10.91	11.29
Nolan, Kevin	10.40	10.78	11.16
McKane, Jr., Richard	14.99	15.48	16.02
Volbrecht, Jr., Charles	16.02	16.55	17.13
Batty, Rebecca - School Bus Attendant	9.07	9.45	9.78
TEACHER AIDES:			
Allen, Joselyn	8.85	9.23	9.55
Bergerstock, Joyce	9.63	10.01	10.36
Bielowicz, Martha	9.35	9.73	10.07
Bunnell, Jeanne	8.85	9.23	9.55
Burns, Mary	8.09	8.47	8.77
Dennis, Vicki	8.09	8.47	8.77
Drancsak, Margaret	7.83	8.21	8.50
Elser, Lynn	7.30	7.68	7.95
Hamilton, Cynthia	9.30	9.68	10.02
Krueger, Sally	8.96	9.34	9.67
Kulis, Shelly	8.96	9.34	9.67
Laboon, Martha	8.58	8.96	9.27
Landon, Susan	8.85	9.23	9.55
Lawrence, Michelle	8.09	8.47	8.77

SOUTHERN CAYUGA CENTRAL SCHOOL
Wage Rates* for present Employees of the
Southern Cayuga Central School District July 1, 2002.
(Does not include longevity payments.)

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Littlejohn, Mary	7.88	8.26	8.55
Matzen, Wrenaye	8.09	8.47	8.77
Napier, Mary	9.07	9.45	9.78
Powers, Valerie	8.25	8.63	8.93
Reohr, Sally	9.35	9.73	10.07
Sears, Janice	8.09	8.47	8.77
Wilson, Paula	7.83	8.21	8.50
<i>SyKora Janelle</i>		7.	
LIBRARY AIDE:			
Shurtleff, Lori	8.09	8.47	8.77
CLERICAL: (including adjustment for unpaid meal period).			
Delaney, Joan	9.98	10.36	10.72
Fiorille, Sharon	9.78	10.16	10.52
Main, Kathy	12.41	12.82	13.27
Smith, Karen	13.02	13.45	13.92
Wood, Donna	11.58	11.96	12.38
<i>Catru</i>		11.75	12.16
FOOD SERVICE HELPERS:			
Alnutt, Ginni	7.99	8.37	8.66
Bancroft, Charlotte	9.58	9.96	10.31
Bunnell, Mary	8.79	9.17	9.49
Dillon, Nancy	9.70	10.08	10.43
Kenyon, Joan	7.39	7.77	8.04
Landon, Kathy	12.67	13.09	13.55
MacArthur, Diane - Cook	13.08	13.51	13.98
Chitambar, Marsha	11.21	11.59	12.00
Dunn, Sandra	11.69	12.08	12.50
Ryan, Lynn	7.57	7.95	8.23
Walters, Lisa	7.13	7.51	7.77
<i>Walters, Lisa</i>		7.95	8.23

ARTICLE XXVII

Out-of-Title Work

Section 1.

Any teacher aide who meets the requirements of a substitute teacher and is assigned to substitute for the teacher shall receive the substitute teacher rate for all hours assigned to such duties.

ARTICLE XXVIII

Night Shift Premium

Section 1.

Custodial employees who are regularly scheduled to begin work at 1:30 p.m. or later shall receive \$.25 per hour night premium for all hours worked after 1:30 p.m.

ARTICLE XXIX

TERMS OF THE AGREEMENT

Section 1.

This Agreement shall constitute the full and complete commitments of the District to the Southern Cayuga Central School Unit, Local Number 806, Civil Service Employees' Association, Inc. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2.

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXX

SECTION 204A - TAYLOR LAW

“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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

ARTICLE XXXI

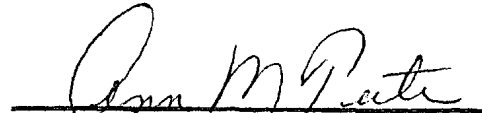
DURATION

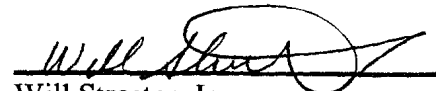
The provisions of this agreement shall be effective as of July 1, 2002. This agreement expires on June 30, 2005.


SOUTHERN CAYUGA CENTRAL
SCHOOL DISTRICT

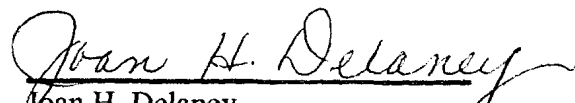

Superintendent


SOUTHERN CAYUGA
CENTRAL SCHOOL DISTRICT
NON-INSTRUCTIONAL
EMPLOYEES UNIT LOCAL 806,
CSEA


Ann M. Teeter
Unit President


Will Streeter, Jr.
Labor Relations Specialist


Sharon M. Botsford
Unit Vice President


Joan H. Delaney
Unit Secretary


Ann M. Bassett
Unit Treasurer

Joyce A. Bergerstock
Joyce A. Bergerstock

Marsha E. Chitambar
Marsha E. Chitambar

Jean L. Hildreth
Jean L. Hildreth

Jonathan P. Ryan
Jonathan P. Ryan

Charles Volbrecht
Charles Volbrecht

