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#### **Contract Database Metadata Elements**

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Lancaster Central School District And  
Lancaster Assn Of Service Personnel

COLLECTIVE  
NEGOTIATIONS  
AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS OF THE  
LANCASTER CENTRAL SCHOOL DISTRICT

and the

LANCASTER ASSOCIATION OF SERVICE PERSONNEL

NOTICE: 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.

Begins: September 1, 2002

Ends: August 31, 2006

## NEGOTIATION TEAMS

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Shirley Cane

Marcia Hucul

Diane Natalzia

Brian P. Roll

Leila Swanson

Rick Zelawski

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Rick Foley

Joseph Girardi

David Hoover

Robert Mowry

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Dennis Weist

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## **PREAMBLE**

In order to give effect to the applicable provisions of the New York State Public Employees Fair Employment Act (Article 14 of the Civil Service Law) and to encourage and increase effective and harmonious working relationships, the Superintendent of Schools of the Lancaster Central School District and the Lancaster Association of Service Personnel hereby agree to the following:

## **ARTICLE 1**

### **CONCERNING THIS AGREEMENT**

#### **Section 1.1 Recognition**

**1.1.1** The Basis of this Agreement is the relationship established, pursuant to the Public Employees Fair Employment Act (Article 14 of the Civil Service Law), when the New York State Public Employment Relations Board certified the Lancaster Association of Service Personnel as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of certain employees of the District. The District acknowledges that certification and hereby extends recognition for the maximum period permitted by the law.

**1.1.2** The recognition referred to in paragraph 1.1.1 of this Agreement applies to a negotiating unit consisting of all non-teaching personnel of the Lancaster Central School District except:

- (1) the Superintendent of Schools,
- (2) the Assistant Superintendent for Curriculum , Instruction and Pupil Personnel Services
- (3) the Assistant Superintendent for Business and Support Services
- (4) the Director of Elementary Curriculum and Instruction
- (5) the Director of Secondary Curriculum and Instruction
- (6) the Director of Special Education
- (7) the Superintendent of Buildings and Grounds
- (8) the Supervisor of Transportation
- (9) the School Lunch Manager
- (10) the Secretary to the Superintendent of Schools
- (11) the Personnel Clerk
- (12) the Community Relations Coordinator
- (13) the District Clerk
- (14) all substitute employees
- (15) all employees in the administrator/supervisor unit
- (16) all employees in the instructional unit

- (17) Senior Account Clerk
- (18) the Account Clerk in the Business Office
- (19) the Account Clerk Typists in the Business Office
- (20) the Clerk Typist for Attendance/Pupil Personnel Services
- (21) the Clerk Typist for Special Education/Pupil Personnel Services
- (22) the Clerk Typist for Curriculum and Instruction
- (23) the Clerk Typist for Personnel Office
- (24) the Payroll Clerks
- (25) the Senior Clerk Typist for the Director of Curriculum and Instruction - Elementary
- (26) the Senior Clerk Typist for the Director of Curriculum and Instruction - Secondary
- (27) the Senior Clerk Typist for Pupil Personnel Services, and
- (28) the two (2) Head Bus Drivers
- (29) the Youth Coordinator/Family Support Center

1.1.3 This Agreement covers only those persons occupying positions in the negotiating unit described in paragraph 1.1.2 of this Agreement.

1.1.4 If any new positions are created in the non-teaching unit, the president of the Association will be notified in writing within five days after such positions are created.

## **Section 1.2 Definitions**

1.2.1 "District" means the Lancaster Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.

1.2.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

1.2.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.

1.2.4 "Association" means the Lancaster Association of Service Personnel.

1.2.5 "Employee" means a person in a position included in the unit described in paragraph 1.1.2 of this Agreement.

1.2.6 "Party" means the District or the Association.

1.2.7 "Parties" means the District and the Association.

1.2.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

**1.2.9** "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.

**1.2.10** "Fiscal year" means the period which begins at 12:01 am. on July 1st of each year and ends at midnight on the next following June 30th.

**1.2.11** "Working day" means any day except a Saturday, a Sunday or a legal holiday covered by paragraph 5.4.1 of this Agreement. No standard workday shall exceed 8 hours (including bus drivers, except those bus drivers who were regularly assigned schedules in excess of 8 hours per day as of June 30, 1996).

**1.2.12** "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of the Agreement which shall be the date on which both parties sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.

**1.2.13** "Classification" means one of the job titles listed in Appendix B to this Agreement. The job titles listed therein shall be civil service approved job titles.

**1.2.14** "District service" means time worked for the District as a regular full-time or part-time employee regardless of the classification or classifications in which the employee has worked. "District service" begins on the date when the employee last began work as such an employee. (A former employee who is rehired begins a new period of "District service".) "District service" ends on the date when the employee's employment is terminated. From the total elapsed time between those beginning and ending dates, any period of thirty (30) consecutive calendar days or more during which the employee was on unpaid status (except while an employee is on Worker's Compensation leave or FMLA leave) must be subtracted to obtain the employee's "District service". This definition of "District service" applies only where that phrase is used in this Agreement. It has no bearing on "seniority" or to the application of the Civil Service Law or Rules.

### **Section 1.3 Term**

**1.3.1** The term of this Agreement shall be from September 1, 2002 through August 31, 2006.

**1.3.2** Each provision of this Agreement has the same beginning and ending dates as the term of this Agreement unless the provision in question expressly states a different beginning or ending date in which case such different date shall apply.

**1.3.3** Within a reasonable period after the Execution Date, the District will furnish one copy of this Agreement to each employee and 50 copies to the Association.

## **Section 1.4 Interpretation and Legal Effect**

**1.4.1** Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- (a) A word used in one gender applies also in the other.
- (b) A word used in the singular number applies also in the plural.
- (c) This Agreement speaks as of the time it is being applied.
- (d) Each provision in this Agreement is severable from every other provision.
- (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
- (f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by this reference.

**1.4.2** This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date and (ii) signed by a duly authorized representative of each party.

**1.4.3** No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

**1.4.4** Neither party is obliged to continue any past practice except to the extent, if any, set forth expressly in a particular provision of this Agreement.

**1.4.5** Unless specifically provided for elsewhere in this Agreement, no provision of this Agreement shall be construed to require the District to guarantee to any employee any amount or period of work.

**1.4.6** Any provision of this Agreement which refers to a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

1.4.7 This Agreement shall supersede any rule, regulation or practice of the District which shall be contrary to or inconsistent with the terms and conditions of employment expressed in this Agreement.

1.4.8 If, within five (5) working days after the Board of Education changes one of its policies, rules or regulations which affects employees' terms and conditions of employment, the Association so requests in writing, the Superintendent or his designee shall meet and confer within five (5) working days of the receipt of such request with Association representative concerning the impact of the change. The change shall not be implemented until the meeting has been held.

1.4.9 No Memorandum of Understanding, Memorandum of Agreement, side letter or other similar such document shall be effective unless it is signed and dated on or subsequent to the execution date of this Agreement.

### **Section 1.5 Amendments**

1.5.1 During the term of this Agreement, either party may propose an amendment to this Agreement but neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement.

1.5.2 No provisions of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

### **Section 1.6 Negotiation of a Successor Agreement**

1.6.1 If either party desires to negotiate a successor to this Agreement, it shall notify the other party in writing not later than May 1st of the last fiscal year of this Agreement. Collective negotiations with respect to modification shall begin not later than June 1st of the last fiscal year of this Agreement.

1.6.2 If notice is given pursuant to paragraph 1.6.1 of this Agreement, the parties shall simultaneously exchange such proposals not later than May 10th of the last fiscal year of this Agreement. Each party shall give to the other not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement.

1.6.3 After the exchange of proposals required by paragraph 1.6.2 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counter proposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counter proposals must be reduced to writing by the party making them upon request of the other party.

**1.6.4** Following the transmission of proposals as required by paragraph 1.6.2 of this Agreement, the parties shall meet to begin collective negotiations not later than the date required by paragraph 1.6.1 of this Agreement. At that meeting and each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesperson for the parties.

**1.6.5** Each party shall transmit, with the proposals required by paragraph 1.6.2 of this Agreement, the name, address and telephone number(s) of its principal spokesperson for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokespersons.

**1.6.6** Each provision of a new or modified agreement which has been agreed to by the negotiation teams of both parties, as evidence of such agreement, shall be reduced to writing, dated with the date upon which agreement was reached, and initialed by the principal spokesperson of each party.

**1.6.7** The agreements reached by the negotiation teams must be presented for approval to: (i) the Board to the extent required by law and (ii) to the Association membership. The agreements shall become binding upon the parties according to their terms when these approvals have been obtained. As evidence thereof and as soon as practicable thereafter, they shall be reduced to the form of a successor agreement and executed by the Superintendent and the President of the Association.

**1.6.8** The parties may by mutual consent extend any time limit set forth in this Section 1.6, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

**1.6.9** Negotiations shall take place in the building where the Superintendent's office is located unless the parties agree on a different location.

**1.6.10** During negotiations for a successor agreement, the parties may, by a mutual written, dated and signed memorandum, agree to extend this Agreement beyond its term to a definite date in order to facilitate negotiations.

## **ARTICLE 2**

### **DISTRICT-ASSOCIATION RELATIONS**

#### **Section 2.1 Association Cooperation and Management Rights**

**2.1.1** The Association agrees to use reasonable methods to secure the fullest cooperation of



the employees it represents in ensuring their adherence to and faithful performance of the provisions of this Agreement.

**2.1.2** The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of the District include but are not limited to: its right to establish, continue, change, or abolish any or all of the District's policies practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to establish or discontinue programs or operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classifications and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the District's operations, to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise to relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees; and to take such other measures as may be determined by the District to be desirable for the successful operation of its schools and programs. Notwithstanding any of the foregoing, none of the rights set forth herein shall be used in such a way as to violate the other provisions of this Agreement.

**2.1.3** During the term of this Agreement, the Association, its officers, agents, or its members must not call, sponsor, advocate, engage in a strike, slowdown or work stoppage against the District.

**2.1.4** The District and the Association will form a committee to review items of mutual interest or concern. The committee will consist of two (2) representatives appointed by the Association president, and two (2) representatives appointed by the Superintendent. The committee will meet at least every six (6) months. Operating procedures for this committee will be developed by the committee and submitted to its appropriate constituency for approval. Recommendations from the committee will be submitted in writing to the Superintendent as deemed appropriate during the life of this Agreement. If meetings are held after hours, attendance is voluntary and not compensated.

## **Section 2.2 Association Representatives**

**2.2.1** Non-employee representatives of the Association may visit employees while they are at work for the purpose of handling grievances or administering this Agreement, provided that the purpose of such visits cannot be accomplished outside of working hours and provided in any case that the visit shall not interfere with the orderly performance of the employee's work. Such non-employee representatives shall comply with the usual rules for visitors to school buildings.

**2.2.2** Not later than the thirtieth consecutive calendar day after the Execution Date, the Association shall submit to the superintendent a list of all Association representatives. The list shall be renewed at least annually not later than October 1st of each fiscal year. The Superintendent shall be notified in writing of all interim changes within five consecutive calendar days of the time they are made.

**2.2.3** The District shall allow the Association President or his designee, upon his request, to attend to Association business during his regular working hours but without loss of pay, not to exceed five hours of straight-time pay per week at the President's regular hourly rate. The hours to be used shall be arranged by mutual agreement between the President and his supervisor. No other employee shall conduct Association business during his regular working hours. Time off for union business, paid by the Association, shall be paid by payroll and then reimbursed to the District.

### **Section 2.3 Dues Deductions**

**2.3.1** Association membership dues shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the office of the Assistant Superintendent for Business. Deductions for an individual employee shall continue to be made until and including the payroll period during which the District has received from the employee a written statement signed by him/her revoking his dues deduction authorization.

**2.3.2** Not later than September 1st of each fiscal year, the Association shall deliver to the office of the Assistant Superintendent for Business a written list, signed by the Association, showing the name of each employee from whose wages dues are to be deducted for that fiscal year and the amount of dues to be deducted for each employee for each payroll period. The Association may add employees to the list periodically throughout the year (provided a card has been submitted as required by paragraph 2.3.1 of this Agreement), but the amount to be deducted per payroll period shall be the same as that for employees on the September 1st list.

**2.3.3** The District agrees to deduct from the salaries of members of the negotiating unit who are not members of the Association, agency fees equivalent to the dues levied by the Association and shall transmit such fees promptly to the Association following the same procedures as apply to dues deduction. The Association shall give the District a written list of names of the non-members at least five (5) working days prior to the first deduction of such fees.

**2.3.4** Payments for the NYSUT Benefit Trust shall be deducted from the wages of each employee who has submitted a signed authorization to the payroll office. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the payroll office. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust a list of all employees from whose salaries such deductions have been made. Changes in the amount to be deducted shall be limited to a single change per fiscal year at a prescribed time for all employees.

**2.3.5** The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this Section 2.3.

### **Section 2.4 Use of Facilities**

**2.4.1** Meeting rooms will be made available to the Association for the conduct of Association business to the extent permitted by law. Arrangements for such meetings shall be made between the Association President (or his/her designee) and the Building Principal concerned (or his/her designee) as far in advance as possible. Such Association meetings shall not conflict with school needs. When special custodial or other service is required for such meetings, the Association shall pay the cost thereof.

**2.4.2** The Association shall be granted permission by the Superintendent to post notices of its activities and matters of Association concern on employee bulletin boards and in school mailboxes for communication to employees. Twenty (20) copies of each such notice shall be given to the Superintendent, but this shall not apply to a notice sent in a sealed envelope through the school mailbox to only one employee.

**2.4.3** The Building Principal, or -- in the case of the District Office -- the Assistant Superintendent for Business, shall grant permission to the Association to use District office equipment provided that the Association pays for all supplies used and provided that such use does not interfere with the work of the District.

## **ARTICLE 3**

### **GRIEVANCES**

#### **Section 3.1 General Provisions**

**3.1.1** A grievance is a claim by an employee or group of employees that the District has violated this Agreement. A written grievance must be submitted on the form shown in Appendix A.

**3.1.2** A grievant is an employee or group of employees who submits a grievance. Any grievant has the right to be represented at his/her request at any stage of the grievance procedure by an Association representative only. Representation does not mean replacement. The grievant must be present with his/her representative. An employee shall suffer no loss in pay when he is required by the District to attend grievance meetings during his/her working hours.

**3.1.3** As used in this Article 3, "supervisor" means the persons designated in writing from time to time by the Superintendent to whom various groups of employees are to submit grievances, but in the absence of such a list, means:

- (a) with respect to buildings and grounds employees -- the Superintendent of Buildings and Grounds
- (b) with respect to building clerical employees, nurses, aides and monitors -- the Building Principal of the Building in which the employee works.
- (c) with respect to District office employees -- whichever of the following supervises the grievant in his/her work; Assistant Superintendent for Business and Support Services, Assistant Superintendent for Curriculum, Instruction and Pupil Personnel Services.
- (d) with respect to transportation employees -- the Supervisor of Transportation.
- (e) with respect to food service employees -- the School Lunch Manager.

**3.1.4** An employee shall perform all duties as instructed even though he/she may feel him/herself aggrieved.

**3.1.5** In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and all holidays covered by paragraph 5.4.1 of this Agreement. It is essential that the time limits set forth in this Article 3 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that such extension must be evidenced by a written memorandum. Consent to an extension must not be withheld unreasonably by either party.

**3.1.6** Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the provisions of this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party. The Association shall be notified of all such adjustments of grievances.

**3.1.7** If an answer is not given on or before the last day of a time limit set forth in Section 3.2 of this Agreement, the grievance may be appealed as though the answer had been given on such last day.

**3.1.8** When the grievant is a group of employees more than three in number and from more than one department and when the grievance claims a violation of a provision of this Agreement which covers a system-wide matter that is beyond the authority of the employees' supervisors to resolve, the Association may submit the grievance directly at Step 2. Such a grievance must be submitted in writing on the form shown in Appendix A not later than the tenth working day after the day of the occurrence out of which the grievance arises.

**Section 3.2 Grievance Procedure**

**3.2.1**        **Step 1A.** A grievance must be submitted orally by the grievant to his/her supervisor not later than the tenth working day after the day of the occurrence out of which the grievance arises. The supervisor has three working days after the submission in which to answer the grievance orally. If the grievant is not satisfied with the answer, he/she has five working days after the day on which the supervisor gives his answer to submit a written grievance to his/her supervisor at Step 1B.

**3.2.2**        **Step 1B.** If the grievant does not submit a written grievance to his/her supervisor before the submission time expires, the grievance is deemed satisfied by the Step 1A answer. The supervisor has five working days after the day on which the written grievance was submitted to answer the grievance in writing. If the grievant is not satisfied with the answer, he/she has five working days after the day on which the supervisor gives his answer to appeal the grievance in writing to the Superintendent at Step 2.

**3.2.3**        **Step 2.** If the grievant and the Association do not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step 1B answer. Not later than the fifth working day after the date on which the grievance is received by the Superintendent, the parties must agree on the date for a Step 2 meeting of the grievant, the Superintendent (or his designee) and a representative of the Association. The Superintendent (or his designee) must answer the grievance in writing not later than the tenth working day after the day on which the Step 2 meeting was held. The Association has ten working days from the date of the answer within which it may submit the grievance to the Board at Step 3 by delivering the appeal, addressed to the President of the Board, to the Superintendent's office.

**3.2.4**        **Step 3.** If the grievant and the Association do not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step 2 answer. At the next regular Board meeting after the appeal is received, the Board shall set the date, time and place and within 10 working days the Board (or a committee thereof) will hear the grievance. The Board must answer the grievance in writing not later than the tenth working day after the day on which the hearing was held.

**Section 3.3 Arbitration**

**3.3.1**        If the Association, at the written request (copy to the Superintendent) of the grievant, does not appeal the grievance to arbitration within ten working days of the date of the Board answer at Step 3, the grievance is deemed satisfied by the Step 3 answer. Such an appeal to arbitration shall be made in the manner set forth in paragraph 3.3.2 of this Agreement. Unless the parties mutually agree otherwise, each grievance must be appealed to arbitration in a separate arbitration proceeding.

**3.3.2**        The Association may appeal a grievance to arbitration by sending a letter to the American Arbitration Association ("AAA") which specifically identifies the grievance to be

arbitrated and requests the AAA to send to the Association and to the Superintendent a list of 20 names of arbitrators available to hear the grievance. Within ten working days of the date on which each party receives the list, each shall return its copy to the AAA with all names which are unacceptable to the party crossed off and the remaining names, if any, numbered in order of the party's preference. The AAA shall then name to be arbitrator the person shown on the two lists as having the highest common acceptability to the parties. If the AAA determines that the parties have not mutually accepted an arbitrator from the list, the AAA shall send to each party a second list of 20 such names and the foregoing process will be repeated. If the AAA determines that the parties have not mutually accepted an arbitrator from the second list, the AAA shall name an arbitrator to serve, but he shall not be a person who was on either of the lists.

**3.3.3** The time and place of the arbitration hearing shall be mutually agreed upon by the arbitrator and the parties. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this Agreement.

**3.3.4** The arbitrator shall grant or deny the grievance presented to him/her by determining whether this Agreement has been violated as alleged, which determination shall be final and binding on the parties and the employees. In making his/her determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he/she shall not add thereto or subtract therefrom. The arbitrator may recommend an appropriate remedy where he/she finds a violation of this Agreement.

**3.3.5** The fees and expenses of the arbitrator shall be shared equally by the parties. If either party desires a verbatim transcript of the arbitration proceedings, it shall cause the same to be made and shall furnish a copy thereof to the arbitrator and to the other party. If both parties desire such a transcript, they shall share the cost of the arbitrator's copy and shall each pay for its own copy. All other costs incident to the arbitration shall be borne by the party which incurs them.

**3.3.6** A grievance may not be appealed to arbitration if the subject matter of the grievance has previously been made the subject of any other proceeding before any non-District administrative or judicial tribunal. Once a grievance has been appealed to arbitration, neither the grievant nor the Association may make the subject matter of the grievance the subject of a proceeding before any other non-District administrative or judicial tribunal.

## **ARTICLE 4**

### **PERSONNEL MATTERS**

#### **Section 4.1 Seniority**

**4.1.1** The provisions of this Section 4.1 apply only to non-exempt, non-competitive and labor class employees unless the particular provision in question expressly says the contrary.

**4.1.2** Each new employee (including competitive and labor class employees but excluding exempt class employees) shall serve a probationary period of six months. The period shall begin on the date when the employee begins work pursuant to an appointment as a regular full-time or part-time employee. The period shall end on that same date in the sixth month following the month in which the starting date occurred. During his/her probationary period, an employee may be discharged, disciplined or demoted at the sole discretion of the District provided that any such action is consistent with all Civil Service Regulations that apply. As used in this paragraph 4.1.2, a "new employee" is one who is beginning his/her first period of service with the District pursuant to an appointment as a regular full-time or part-time employee or who, having previously served the District as such, has had a break in his/her service and is beginning a new period of such service. Notwithstanding anything in the foregoing to the contrary, no month in which an employee actually works less than a majority of the scheduled work days in that month shall count toward his/her probationary period nor shall July or August count toward the probationary period of a ten month employee.

**4.1.3** Each employee (including competitive and labor class employees but excluding exempt class employees) who is promoted or transferred to a different classification shall serve a probationary period of six months. The period shall begin when the employee begins work in the new classification pursuant to an appointment therein as a regular full-time or part-time employee. The period shall end on that same date in the sixth month following the month in which the starting date occurred. As used in this paragraph 4.1.3, "transferred" means only a move from one classification to another; it does not mean a transfer from one building to another without also a change in classification. Notwithstanding anything in the foregoing to the contrary, no month in which an employee actually works less than a majority of the scheduled work days in that month shall count toward his probationary period nor shall July or August count toward the probationary period of a ten month employee.

**4.1.4** When a non-competitive or labor class employee is serving a probationary period in a new classification as required by paragraph 4.1.3 of this Agreement, he/she will have the right to return to the non-competitive or labor class position which he/she vacated -- or he/she may be returned to that position at the District's sole discretion -- at any time within the probationary period. The employee serving temporarily in the vacated position shall acquire probationary credit for such temporary service only if he/she completes his/her own probationary period therein without having been displaced by the return of the employee who vacated the position.

**4.1.5** A seniority list covering all regular full-time and part-time employees shall be prepared by the District at least annually and delivered to the Association President with sufficient copies to be posted in all buildings and to be given to Association representatives (not to exceed 35 copies in all). The list shall show the name of each employee and his/her starting date as a regular full-time or part-time employee (as the case may be) plus his/her starting date in the classification in which he/she is then regularly working. If two (2) or more employees in the same title in the labor or non-competitive classes are tied in seniority, the District and the Association shall use a mutually acceptable lottery system to determine seniority placement within fourteen (14) days of Board of

Education appointment.

**4.1.6** When an employee is on layoff from a classification, he/she shall not continue to accumulate seniority in that classification, but when he/she is recalled to that classification, the seniority he/she had accumulated as of the date of his/her layoff shall be restored to him/her.

**4.1.7** In order to determine seniority placement as required by section 4.1.5, the Superintendent or his/her designee shall draw names from a hat for those employees appointed to the same title in the labor or non-competitive classes at the same Board of Education meeting. The Association president or his/her designee and the employees whose names are to be drawn shall be invited to attend the drawing. The Superintendent or his/her designee shall provide written notice of the results of the drawing to the employees and the Association.

**4.1.8** The classifications of school monitor shall be listed as follows for seniority purposes: 1) school monitor (assigned to lunchroom): 2) school monitor (assigned to suspension room) and school monitor (assigned to hall duty).

#### **Section 4.2 Personnel Actions**

**4.2.1** All regular full-time and part-time employees in the non-competitive or labor class who have completed their probationary period shall have the right to the protection provided in Section 75 of the New York Civil Service Law with respect to discharge, fine, or suspension of more than two days. A suspension of two days or less shall be imposed only with the approval of the Superintendent after a meeting with the employee.

**4.2.2** When the District decides to fill a vacancy, it shall post an announcement of the same on at least one bulletin board in each District building for at least 8 days before the position is to be filled. One such announcement shall also be given to the Association President at the time of the posting. The announcement shall state the job title, rate of pay and a general description of the duties of the position. All employees interested in the original vacancy or any resulting transfers shall apply during the posting period. In filling such a vacancy, the District shall consider the physical ability, aptitude, work record, training experience, qualifications and seniority of the applicants for the position.

**4.2.3** When a non-competitive class or labor class position is eliminated, the employee with the least seniority in the classification of the position shall be laid off first and others in that classification shall be laid off in reverse order of their seniority (i.e. least senior first) to the extent of the number of positions eliminated in that classification. An employee who is laid off from his/her own classification may revert to a position which he formerly held in another non-competitive class or labor class classification (if he/she had completed his/her probationary period therein) provided that the incumbent of that position is the least senior employee in that classification and has less seniority in that classification than the reverting employee does. (For this purpose, an employee's seniority in a formerly held position will be treated as having ceased to



accumulate when he/she left that position). The employee who is thus displaced may in turn revert to a former position by meeting the requirements of the preceding sentence.

**4.2.4** An employee who has been laid off from his/her own non-competitive class or labor class classification and is either working in another formerly held position or is off the active payroll shall be placed on a recall list for the classification from which he/she was laid off. If a vacancy occurs in the classification from which he/she was laid off at any time within one year from the date he/she was laid off, the employee shall have the right to be recalled to that position. If there is more than one employee on the recall list for the classification involved, they shall be recalled in order of their seniority (i.e., most senior first). The order of their seniority in the classification shall be determined by the seniority they had accumulated as of the day on which they were laid off from the classification.

**4.2.5** In filling a vacancy for which both a present employee and a non-employee have applied, the present employee will be given preference if, in the judgment of the District, the qualifications, skill, ability and experience of both applicants are equal.

**4.2.6** If an employee is to be reprimanded or otherwise disciplined by the District or its agents, he/she shall be entitled to have a representative of the Association present if he/she so requests and such reprimand or discipline shall be in private and away from students or teachers.

### **Section 4.3 Other Matters**

**4.3.1** The only official files maintained on an employee shall be (1) his/her personnel file maintained in the District office and (2) the department file maintained by his/her department head. An employee may inspect either of those files upon reasonable notice to the Assistant Superintendent for Business in the case of the personnel file or to the department head in the case of the department file. The employee may be accompanied by an Association representative during the inspection. When the inspection takes place, it shall be in the presence of the department head in the case of the department file or the Assistant Superintendent for Business (or his/her designee) in the case of the personnel file. At the time of the inspection, the employee (and the representative, if any) shall sign and date a statement that he/she has inspected the file. The employee shall also be given a copy of any item in the file which he/she requests and he/she shall sign and date a receipt therefor. An employee may submit a written, dated and signed statement regarding any item in the file and such statement shall be placed in the file. Before any written item which is critical of an employee is placed in either the employee's department file or his/her personnel file, the employee shall be given a copy thereof and shall sign and date the file copy thereof as evidence that he/she received the copy.

Files maintained in the Transportation Office for all Transportation Department staff and other District staff members that are required to drive school vehicles shall be considered to be part of each employee's official file. These files may be used for both discipline and evaluation purposes.

**4.3.2** The District shall not combine presently split A.M. and P.M. bus runs in such a way as to cause an A.M. or P.M. bus driver to be laid off or assigned to substitute status.

**4.3.3** The workday for all eight-hour twelve-month clerical employees and registered professional nurses shall include a one-half hour paid lunch period while school is in session. When school is not in session, their workday shall be reduced by one hour except on days when the teaching staff is required to be in school. Custodians shall be entitled to a one-half hour lunch period free from duty. Any employee who is entitled to a one half (1/2) hour lunch period (paid or unpaid), whose lunch period is interrupted to perform their duties, shall complete the remainder of the one half hour lunch period after performing those duties.

**4.3.4** In each building, the Head Custodian (or in buildings which have no Head Custodian, the Senior Custodian) will maintain an overtime rotation list of all custodians (including Head Custodians, Senior Custodians and Custodians) who work in that building. Overtime work opportunities for custodians who work in that building will be distributed among all on the list as nearly equally as practicable, but custodians who refuse a turn shall be marked on the list with "R" and shall be treated as having worked that turn for overtime distribution purposes. Each July, each custodian shall be asked if he/she wishes to be on the overtime rotation list for his/her building for that fiscal year. If he/she says "no" in writing, he/she shall not be on the list for that year unless he/she later says in writing that he/she wishes to be put back on the list.

**4.3.5** The assignment of bus runs shall be made according to arrangements worked out by the Supervisor of Transportation and the Association Representative for the Transportation Department and approved by the Superintendent and the Association President.

**4.3.6** In each building, when a Food Service Helper who works a greater hourly schedule is absent, he/she will be replaced by another Food Service Helper who normally works a lesser hourly schedule rather than by a substitute.

**4.3.7** Ten month clerical employees shall follow the student attendance calendar; provided, however, that such employees may be assigned up to 5 days in addition to the student calendar, either prior to the start of school in September or at the end of the school calendar year. The terms of this section shall not alter the holiday schedule for 10 month/8 hour clerical employees pursuant to section 5.4.1 of this agreement.

**ARTICLE 5**

**ABSENCES FROM WORK**

**Section 5.1 Sick Leave**

**5.1.1** On July 1st of each year, each regular full-time and part-time employee shall be given one day of sick leave credit for each month of the employee's work year (e.g., a ten month employee is given 10 days, 11 month 11 days, 12 month 12 days). For employees hired after July 1, sick leave credit will be prorated. The employee will receive one (1) day for each full month to be worked in the remainder of the fiscal year. In addition, the employee will receive a credit of one (1) day if the employee worked the majority of the days in the first month in which he/she was first employed.

**5.1.2** Sick leave that is not used during the year shall be allowed to accumulate to the employee's credit up to 225 days.

**5.1.3** When an employee is absent on paid sick leave, he/she shall be paid at his/her regular rate for all the straight time hours for which he/she would have been scheduled on the day in question.

**5.1.4** Sick leave is to be used only for the employee's own illness, except that he/she may use up to three (3) days in any fiscal year when a relative who resides with him/her is ill and the employee remains home to care for the relative. Requests for other reasons will be denied.

**5.1.5** If an employee was injured on the job and the District is reimbursed by the Workers' Compensation Insurance carrier, then the employee shall receive credit for the portion of the sick leave used, based on his/her daily rate of pay and the amount reimbursed.

**5.1.6** If an employee not covered by paragraph 5.1.7 of this Agreement uses only three (3) days or less of sick leave in a fiscal year, an additional three (3) days sick leave shall be added to his/her accumulation at the end of the fiscal year provided that this does not cause his/her accumulation to exceed the maximum permitted by paragraph 5.1.2 of this Agreement.

**5.1.7** If a new employee has not worked one (1) complete fiscal year and has not taken any unpaid leave, additional sick leave will be added to his accumulation as follows:

<u>DATE WORK BEGINS</u>	<u>MAXIMUM SICK DAYS USED THRU JUNE 30</u>	<u>BONUS DAYS EARNED</u>
July 1 - Sept. 29	3	3
Sept. 30 - Dec. 30	2	2
Dec. 31 - Feb. 28	1	1

This paragraph 5.1.7 applies only to new employees appointed after the start of the fiscal year and applies to them only through the beginning of the next fiscal year.

**5.1.8** If an employee who works at least five (5) hours a day uses no sick leave, uses no personal business days, and has taken no unpaid leave of absence during one complete fiscal year, he/she shall receive a \$100.00 bonus if he/she is a 10 month employee or \$120.00 if he/she is a 12 month employee payable August 1. On the August 1st following such an employee's first fiscal year of employment by the District, the employee will receive a bonus for his/her first month (if he/she worked a majority of the days therein) and for each remaining month in that fiscal year provided he/she uses no sick leave, uses no personal business days, and has taken no unpaid leave of absence for the remainder of the fiscal year, but this shall apply only to such an employee who begins work after July 1st but before January 1st. The bonus for an eligible first year employee shall be \$10.00 per month worked for a 12 month employee; \$10.00 per month worked for a 10 month employee. Such an employee who begins work after December 31st but before July 1st shall not be entitled to a bonus for the fiscal year in which he/she begins work for the District.

**5.1.9** When an employee is absent (whether paid or unpaid) because of illness or injury for a period of more than 10 working days, he/she will be subject to physical examination by a school physician before he returns to work. When an employee is absent for illness or injury of more than three (3) working days, he/she must present a physician's certificate covering his/her absence when returning to work whenever so requested by the District. Nevertheless, the District may also request a physician's certification or request a physical examination in cases of repeated absences because of illness or injury and when the District suspects abuse of the paid sick leave program.

**5.1.10** If a regular full-time or part-time employee is laid off because of a reduction in force and is rehired as a regular full-time or part-time employee within twelve months, the sick leave which he/she had accumulated as of the time of his/her layoff shall be restored to him/her.

**5.1.11** An employee may rescind a requested absence (whether paid or unpaid) if he/she has requested the time off, received approval for the absence, and his/her supervisor has not yet secured a substitute to replace him/her.

**5.1.12** A ten-month employee who receives an assignment from the District that requires him/her to work during the summer recess shall accrue sick leave benefits (1 per month) and may be allowed to utilize sick leave, bereavement leave and jury duty leave provided he/she worked the majority of the days in the month that benefit use or accrual is requested. If sick leave, bereavement leave or jury duty leave is utilized during the summer recess assignment, reimbursement for the leave will be calculated at the summer recess assignment rate of pay.

## **Section 5.2 Other Paid Leaves**

**5.2.1** All twelve month employees, and all ten-month/eight-hour clerical employees shall be granted three (3) days leave for personal business during each fiscal year without loss of pay or

deduction from other leaves. Each cook and cook manager who was hired as such prior to May 1, 1986, and each employee who was on the active payroll of the District on September 1, 1985 and who subsequently becomes a cook or cook manager without having had a break in District service, shall also be entitled to three (3) such personal business leave days per fiscal year. The Registered Professional Nurses shall be granted three (3) personal business days per fiscal year. Personal business is business that cannot be conducted outside of the employee's work day. A personal business day may also be used when an employee has an emergency over which he/she has no control and which requires his/her immediate attention. Unused personal business days shall be added to the employee's sick leave accumulation at the end of the fiscal year provided that the addition does not cause the accumulation to exceed the maximum permitted by paragraph 5.1.2 of this Agreement. Except when the nature of the emergency prevents an employee from giving advance notice, an employee shall apply to his/her supervisor in writing for personal business leave as far in advance as possible, but at least two (2) days in advance of the requested leave day. Personal business leave is not to be used for job interviews, paid work elsewhere, or recreation. When an employee is absent on personal business, he/she shall be paid at his/her regular rate for the number of straight-time hours for which the employee would have been scheduled on such day.

**5.2.2** When a member of an employee's immediate family dies, the employee shall be allowed up to five (5) consecutive calendar days of absence, beginning with the day of or the day after the death, without loss of pay at his/her regular rate for the number of straight-time hours for which the employee would have been scheduled on such days, for the purpose of attending the funeral and attending to other matters arising out of the death. The employee shall make a telephone call to notify his/her supervisor of the reason for his/her absence as soon as is practicable under the circumstances. As used in this paragraph 5.2.2, "immediate family" means: parent, parent-in-law, spouse, child, grandchild, grandparent, spouse's grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and any other relative living in the employee's house.

**5.2.3** A regular full-time or part-time employee who is required (not volunteers) to serve on jury duty shall be paid at his/her regular rate of pay for all straight-time hours which he/she spends on such duty (not to exceed the normal number of straight-time hours for which he/she is scheduled in a calendar week) provided that he/she:

- (1) cooperates with the District in requesting to be excused from such duty if the District so desires.
- (2) notifies his/her supervisor promptly after receipt of the jury service notice.
- (3) presents written proof from the court after such service is rendered.
- (4) works all of his/her regularly scheduled hours when his/her attendance on jury duty is not required (allowing reasonable time for travel).

The above rules also apply to required (not voluntary) appearance in court, but this shall not apply to cases in which the employee is charged with a criminal offense or other violation of law unless the employee is found innocent in which case the above rules will be applied retroactively.

### **Section 5.3 Unpaid Leaves of Absence**

**5.3.1** Requests for leave without pay may be submitted for military service (as required by law), leave due to childbirth, prolonged illness, an absence which qualifies as a valid Family and Medical Leave Act (FMLA), or other reasons approved by the Superintendent. An employee, who is absent for more than three (3) consecutive working days without having called in and been excused by his/her supervisor and who is not on a paid or unpaid leave of absence as provided in this Agreement, shall be deemed to have resigned as of the end of the third working day. Supervisors may excuse absences without pay for good reason for a period not to exceed five (5) working days. Any unpaid absence for a period to exceed five (5) working days, excluding valid FMLA absences, must be treated as an unpaid leave of absence which must meet the requirements of this Section 5.3.

**5.3.2** An employee on an excused absence or on a paid or unpaid leave of absence may not work for any other employer other than one for which he/she worked prior to the commencement of his/her absence or leave unless such new employment has been expressly approved by the Superintendent on written request from the employee. An employee on a paid excused absence may not work a greater number of hours for his/her other employers than he/she would normally have worked had he/she not been absent from his/her District employment.

**5.3.3** A request for an unpaid leave of absence must be submitted in writing to the Superintendent through the employee's supervisor. The request must be given to the supervisor as soon as the employee becomes aware of the need but not less than one month in advance of the requested first day of the leave unless an emergency beyond the employee's control prevents the employee from giving that much notice. The request must state the reason for the leave and the requested beginning and ending dates for the leave. The request must also state the employee's intention of returning to work for the District on the day after that ending date. If the Superintendent approves the leave, the approval shall specify the beginning and ending dates of the leave which shall be the ones requested by the employee to the extent that they are consistent with the needs of the District.

**5.3.4** An employee who has less than one year of District service as a regular full-time or part-time employee is not eligible for an unpaid leave of absence. An employee who has not exhausted his/her current and accumulated sick leave credits, personal leave credits and vacation credits, is not eligible for an unpaid leave of absence for health reasons.

**5.3.5** An employee on an unpaid leave of absence shall notify his/her supervisor in writing of his/her intent to return to work not less than 30 calendar days in advance of the last day of his/her leave. An unpaid leave of absence may be extended provided that the employee complies with the

same requirements as those set forth in paragraph 5.3.3 of this Agreement for an original leave of absence request.

**5.3.6** When an employee returns from an unpaid leave of absence, he/she shall be credited with the seniority and other time-related benefits (e.g., sick leave) which he/she had accumulated as of the last day prior to the first day of his/her leave of absence. An employee on unpaid leave of absence of 30 consecutive calendar days or more does not accumulate seniority or any other time-related benefit while he/she is on the leave of absence, except that if the employee's leave is due to a job related injury, his/her seniority and other time-related benefits shall continue to accumulate while he/she is on leave, and except as required pursuant to the federal Family and Medical Leave Act (FMLA), for a valid family and medical leave act leave. An employee on an unpaid leave of absence is not eligible to receive any pay or benefit from the District while he/she is on the leave of absence, but he/she may at his/her request, continue in the health insurance plans provided in this Agreement at his/her own expense.

#### **Section 5.4 Holidays**

**5.4.1** There shall be a minimum of 14 paid holidays for regular twelve-month employees who work at least five (5) hours per day. There shall be a minimum of eight (8) paid holidays for other regular part-time employees. There shall be a minimum of twelve (12) paid holidays for 10-month/8-hour clerical employees, plus one floating holiday to be taken on a day approved by the employee's immediate supervisor. The schedule of holidays shall be established by the District prior to July 1 of the school year in question. Prior to the District's finalization of the holiday schedule, the Association President will be given the opportunity to meet with the District to discuss the holiday schedule.

**5.4.2** For each holiday, an employee shall be paid at his/her regular hourly rate for each hour that he/she would have worked had the day not been a holiday, provided that he/she worked his/her regular hours on his/her last work day immediately preceding the holiday and his/her regular hours on his/her first work day immediately following the holiday. For purposes of this paragraph, an employee who did not work on such a day shall be treated as though he had worked if he/she was on paid: sick leave, jury duty leave, funeral leave or vacation.

#### **Section 5.5 Vacations**

**5.5.1** Each regular twelve month employee and the Food Service Account Clerk Typist shall be entitled to the number of working days of paid vacation shown below opposite his/her years of District service as of July 1st of the fiscal year during which the vacation will be taken:

<u>District Service as of July 1st</u>	<u>Number of Working Days Vacation</u>
Less than one year	5/6th working day for each month worked
One year, but less than 5 years	10 working days
Five years, but less than 10 years	15 working days
Ten years and over	20 working days

If during the fiscal year when the vacation is to be taken, an employee's fifth anniversary or tenth anniversary will occur, the employee shall have added to his/her ten (10) working days or fifteen (15) working days respectively a number of additional days prorated according to the ratio between 12 months and the number of months remaining from his/her anniversary date until the end of the fiscal year, but such additional days of vacation may not be taken until after the employee has passed his/her anniversary date. For purposes of the table above, an employee shall be treated as having worked a month if he worked or was paid for a majority of the regularly scheduled working days during that month. Each ten-month/eight-hour clerical employee shall receive 5/6th of the number of working days shown above opposite his/her years of District service as paid vacation per fiscal year. The definition of District service set forth in paragraph 1.2.14 of this Agreement shall be modified, for purposes of this paragraph 5.5.1 only, so that for each month of a twelve-month employee's prior continuous service as a ten-month employee, the twelve-month employee shall be credited with only 5/6th of a month of District service.

**5.5.2** If a holiday falls when an employee is on vacation, that day shall be treated as a paid holiday and not charged against the employee's vacation entitlement.

**5.5.3** An employee may carryover unused vacation days from one fiscal year to another but his/her total accumulated vacation entitlement (i.e., the days carried over from the prior fiscal year plus his/her entitlement from the current fiscal year) must not exceed 25 working days (30 working days in the year which includes the employees' effective date of retirement). Each unused vacation day beyond that limit is forfeited. When an employee is terminated, he/she (or if he/she has died, his/her estate) shall be paid for his/her unused accumulated vacation entitlement as of the day of termination.

**5.5.4** For each day that an employee is on vacation, he/she shall be paid at his/her regular hourly rate for each regularly scheduled hour that he/she would have worked had he/she not been on vacation.

**5.5.5** Vacation requests shall be submitted by May 15th of the fiscal year preceding the fiscal year in which they are to be taken, however, vacations shall be taken at a time mutually agreed upon between the employee and his/her department head.

**5.5.6** Vacation afforded to ten-month/eight hour clerical personnel shall be taken during the ten-month work year on days such as the recess periods of Christmas or Easter and other days on which students are not in attendance and which are not LASP holidays (except when specifically approved by the Principal for a day when school is in session).

## **Section 5.6 General Rules**

**5.6.1** All absences, whether paid or unpaid shall be charged on an hour-for-hour basis. Absences of less than one hour shall be charged as a one hour absence.



**5.6.2** The Registered Professional Nurses will be given their regular daily pay for any day they are not required to work because of a declared "snow day" or other emergency whereby the schools are closed. All other employees covered under this Agreement will be given their regular daily pay for one (1) day during the fiscal year if they are not required to work because of a declared snow day or other emergency whereby the schools of the district are closed.

## **ARTICLE 6**

### **COMPENSATION**

#### **Section 6.1 Regular Pay**

**6.1.1** For each regular straight-time hour of work or of paid time off, an employee will be paid at the hourly wage rate for his/her classification set forth in Appendix B of this Agreement. When more than one of the premium rates set forth in Section 6.2 of this Agreement applies at the same time, only the highest of them shall be used. An employee on paid time off is not eligible for pay under more than one provision of Article 5 of this Agreement (e.g. an employee cannot claim personal leave in the midst of vacation). An employee on an excused absence or an unpaid leave of absence cannot receive paid leave.

**6.1.2** The amount indicated below opposite an employee's years of District service shall be added to an employee's regular hourly rate on his/her anniversary date:

District Service

After 5 years	\$ .70
After 10 years	.95
After 15 years	1.20
After 20 years	1.45
After 25 years	1.60

The amounts listed above are not cumulative.

Each employee shall notify the personnel office two weeks prior to his/her anniversary date. For purposes of this paragraph only, a year of service rendered by a regular bus driver prior to July 1, 1974 as a substitute driver shall be counted as a year of District Service.

#### **Section 6.2 Guarantees and Differentials**

**6.2.1** If an employee works more than forty (40) hours in a work week, he/she shall be paid one and one-half (1-1/2) times his/her regular hourly rate for all time in excess of forty (40) hours. For the purpose of this paragraph, the calculation of hours worked shall include the hours for which an employee was paid while on a compensated form of leave under this Agreement (e.g. vacation, jury duty leave, sick leave, personal leave) but shall not include any hours compensated at double-time pursuant to paragraph 6.2.2 or 6.2.3.

**6.2.2** If an employee works on a holiday covered by paragraph 5.4.1 of this Agreement, he/she shall be paid two (2) times his/her regular hourly rate for such holiday work in addition to his/her holiday pay.

**6.2.3** If an employee works on a Sunday, he/she shall be paid two (2) times his/her regular hourly rate for such Sunday work except for work on the Sunday portion of a shift which begins on Saturday or ends on Monday.

**6.2.4** When an employee is required to report to work at a time other than his/her regular starting time and receives less than twelve (12) hours' notice of such assignment (a call-in), the assignment shall be for a minimum of one and one-half (1-1/2) hours. If the assignment is for a lesser period of time, the employee shall be compensated as if he/she had worked one and one-half (1-1/2) hours.

**6.2.5** An assignment outside an employee's regularly scheduled work hours which is not covered by paragraph 6.2.4 and which does not run consecutive with the start or end of the employee's regular work hours shall be for a minimum of two (2) consecutive hours. If the assignment is for a lesser period of time, the employee shall be compensated as if he/she had worked two (2) hours.

**6.2.6** There shall be no pyramiding or compounding of premiums under the terms of this Agreement.

**6.2.7** When the Superintendent or his/her designee closes school because of inclement weather or other situations (e.g., gas, water, power or a mechanical equipment failure), the following rule will apply:

- (1) auto mechanic crew chief, assistant auto mechanic crew chief, auto mechanics, head custodians, senior custodians, custodians, grounds crew chief, grounds-workers, maintenance mechanic crew chief, assistant maintenance mechanic crew chief, maintenance mechanics, laborers and messengers will be required to report for work and will be paid for work on such days at double their regular hourly rate from the starting time until the end of work on that day.
- (2) employees in other classifications may be requested by the Superintendent, their building administrator or supervisor, to report for work on such days and if they do so, will be compensated at double their regular hourly rate from their normal starting time until the end of work on that day.
- (3) an employee who is not required to report for work and does not do so will be considered to be on leave without pay on such a day unless he/she has a snow

or emergency day available pursuant to section 5.6.2 or unless he/she is eligible for and chooses to take either a personal business leave day or vacation day on that day. Personal business leave time so used will be considered as hours worked for purposes of computing overtime rates. The use of any of these options will not affect the employee's perfect attendance record.

- (4) if school is closed after the school day has begun, auto mechanic crew chief, assistant auto mechanic crew chief, auto mechanics, head custodians, senior custodians, custodians, grounds crew chief, grounds-workers, maintenance mechanic crew chief, assistant maintenance mechanic crew chief, maintenance mechanics, laborers, messengers, and employees in other classifications who are specifically so informed by the Superintendent, their building administrator or their supervisor will be required to continue working and will be paid at double their regular hourly rate for all hours worked after the declaration that school is to be closed. Other employees will be paid at their regular hourly rate until normal quitting time for that day.

**6.2.8** A premium of \$.30 per hour shall be paid to all currently employed assistant maintenance mechanic crew chief, maintenance mechanics, laborers, painters, assistant auto mechanic crew chief and auto mechanics assigned to the second shift as of July 1, 2002. Employees currently working in the above mentioned job titles who were hired prior to July 1, 2002 are eligible for this shift premium if they are reassigned to a night shift. Regularly scheduled second shift employees who receive a shift premium shall continue to receive a shift premium when temporarily assigned to a day shift (i.e. recess periods, snow plowing, etc.). This shift premium shall not apply during the summer recess.

### **Section 6.3 Other Compensation**

**6.3.1** An employee who desires to be compensated or reimbursed for a course pursuant to this paragraph, must obtain approval thereof from the Assistant Superintendent for Business (through the employee's immediate supervisor) before the course begins. When an employee attends a course during his/her normal working hours, he/she shall be paid for such attendance at his/her regular hourly rate of pay. When attendance at a course is outside his/her normal working hours, he/she shall be paid for such outside hours of instruction at the employee's applicable hourly rate. If the course is one approved by the District but is one which the District does not require the employee to take, compensation for such outside hours will be made only if the employee successfully completes all the requirements of the course. If the course is one which the District requires the employee to take, the District will pay the expenses of the course, such as: tuition, books, room, board, travel expense, registration fees, and special equipment or tools necessary to successfully complete the course. Reimbursement for such expenses will be made on presentation of vouchers and available receipts by the employee to his/her supervisor.

If the District holds or offers in-service training programs for members of the unit, employees in

the unit will be given the opportunity to attend training sessions or workshops related to their assigned duties upon approval by their supervisor. Each employee will be paid their applicable hourly rate for such attendance.

**6.3.2** Effective July 1, 1996, employees who are required by their immediate supervisor to attend meetings that are held outside their normal work day will be compensated at their applicable hourly rate.

**6.3.3** If a twelve month employee who has completed fifteen (15) years of District service submits to the District a written notice of his/her intent to retire not less than twelve (12) calendar months prior to his/her intended date of retirement, \$900 shall be added to his/her wages for his/her final year of service. If a ten month employee meets all the other requirements of the preceding sentence, \$750 shall be added to his/her wages for his/her final year of service. The twelve (12) month prior notice requirement will be waived for those employees who must retire for health reasons provided there is medical evidence to substantiate it.

**6.3.4** If an employee, who has been authorized to do so by the District, uses his/her personally-owned car in the performance of District business, he/she shall be paid at the highest rate allowed by the Internal Revenue Service for business deductions. The mileage rate will be adjusted whenever the Internal Revenue Service adjusts that deduction rate.

**6.3.5** When an employee is assigned by the District to work temporarily as Superintendent of Buildings and Grounds, Supervisor of Transportation, School Lunch Manager or Information Manager, and actually works in such position for a full work day or more, he/she shall be paid for all such work at a higher rate not to exceed 115% of his/her own regular hourly rate. When an employee is assigned by the District to work temporarily in any other higher rated classification, and actually works in such position for a full work day or more, he/she shall be paid at the rate of that classification (as set forth in Appendix B of this Agreement).

## ARTICLE 7

### OTHER BENEFITS

#### 7.0.1 Health Benefits Plans

(a) The coverage options offered by the District as of the effective date of this Agreement consist of:

1. Independent Health ("IHA")
  - a. Encompass B (\$10.00 Co-pay)
  - b. FlexFit
  - c. Encompass C (\$15.00 Co-pay)

2. Community Blue
  - a. HMO 202 (Plus) \$10.00 (Co-pay)
  - b. HMO 203 (Plus) \$15.00 (Co-pay)

3. Univera
  - a. Univera (\$10.00 Co-pay)
  - b. Univera (\$15.00 Co-pay)
  - c. Healthy Choices

4. Blue Cross & Blue Shield Traditional Coverage

- (b) The District shall also offer at least two additional lower-cost coverage options from among the three HMO providers, i.e., IHA, Community Blue and Univera, so long as two lower cost options are available.
- (c) The District may self-insure, at its election, an in-hospital deductible payment for all or a portion of the HMO participants. Payments to eligible employees will be made through the Section 105(h) plan.
- (d) If a coverage provider changes or discontinues any coverage or any part of any coverage described in 7.01(a), the District shall then offer the most comparable form of coverage available, which shall be determined upon consultation with the Association.

**7.0.2** Employee Premium Contribution. Effective September 1, 2003, each eligible employee who participates in the District's health benefits plan, shall contribute the following amount:

<u>9/1/03 – 8/31/04</u>	Two hundred dollars (\$200.00) for family coverage seventy-five \$75.00) for single coverage
<u>9/1/04 – 8/31/05</u>	Three hundred dollars (\$300.00 for family coverage One hundred ten dollars (\$110.00) for single coverage
<u>9/1/05 – 8/31/06</u>	Four hundred dollars (\$400.00) for family coverage One hundred forty-five dollars(\$145.00) for single coverage

towards the annual premium from among the options listed in 7.01(a) for the eligible employee's form of coverage (single or family). The employee shall pay the specified amount of the annual premium contribution by payroll deduction through the Flex Plan. An eligible employee for the

purposes of sections 7.0.1, 7.0.2, 7.0.3, 7.0.4 and 7.0.5 is one who is scheduled to work a minimum of five (5) hours per day on regular basis as either a ten or twelve month employee. For those eligible employees appointed on or after July 1, 2003, who are regularly scheduled to work fewer than eight (8) hours per day as either a ten or twelve month employee, the District's premium contribution shall be pro-rated based upon the hours worked (e.g. five hour employee – District contribution shall be 5/8 of the specified amount, six hour employee – 3/4 of the specified amount).

If no agreement is reached on a successor contract by August 31, 2006, employee premium contributions shall increase to five hundred (\$500.00) per year for family coverage or one hundred eighty dollars (\$180.00) per year for single coverage for period from 9/1/06 – 8/31/07. Thereafter, employee premium contributions shall increase by fifty dollars (\$50.00) per year for family coverage and seventeen dollars and fifteen cents (\$17.50) for single coverage until the parties reach a successor agreement that makes some other provision.

Employees selecting Tradition option through Blue Cross & Blue Shield ("BC/BS") shall be responsible for the following percentage of the annual premium for such coverage, which shall be paid through payroll deduction:

2002-2003	15%
2003-2004	18%
2004-2005	20%
2005-2006	21%

**7.0.3** (a) Section 105(h) Plan. The District shall maintain a medical reimbursement plan as defined in Section 105(h) of the Internal Revenue Code (the "105(h) Plan"), the purpose of which shall be to reimburse an eligible employee for health care expenses, including those of any spouse or dependents he/she may have, that are not covered by health insurance or HMO coverage. Participation in this program shall be limited to eligible employees, who are defined for the purposes of this provision as those employees eligible for health insurance coverage pursuant to this article who elect to change their health coverage to one of the lower cost HMO coverage options described in paragraph 7.0.1(a), above, and those eligible employee who receive a payment for an in-hospital deductible under paragraph 7.0.1(c), above.

(b) Each year, there shall be credited to an account under the 105(h) Plan for each eligible employee electing one of the lower cost HMO coverage options under paragraph 7.0.1(b), above, an amount equal to one-half of the net savings realized after administrative expenses. This amount, if any, shall be determined by the difference between the annual District contribution toward the premiums for the HMO coverage option elected by the member for that year and the annual District contribution toward the premiums for the HMO plans offered under 7.0.1(b), above, for that year, and the amount of administrative expenses shall be deducted before the calculation is made. The determination of the annual District contribution toward the premiums for coverage under the HMO plans and HMO coverage options for any period shall be based on the annual premium rates in effect on the first day of that period. The methodology utilized to compute the

credits will be the same as that used in the Revised Medical Insurance Analysis of June 12, 2000 prepared by P&A Administrative Services, except that the District contribution toward the premiums used in the calculation, as set forth in 7.0.2 above, shall be utilized in place of the total amount of the premiums for the three HMO's offered under 7.0.1(a), above. The amount of benefits available to an eligible member of any time shall be the amount then credited to his/her account. The amount credited shall not exceed \$1,000 in any single year, except as provided in (c), below. Any amount that is credited to an eligible member's account for a period shall not be forfeited but shall continue to be credited to the eligible member's account for subsequent periods until used to reimburse the member for eligible expenses, or until the employee ceases employment.

(c) The payment of an in-hospital deductible benefit, as described in paragraph 7.0.1(c), above, for any eligible employee, covered spouse or dependent shall be made by a payment into the 105(h) plan, but shall not reduce the account balance of the employee's 105(h) plan.

(d) P&A Administrative Services, Inc. ("P&A") shall provide to the District a Section 105(h) Plan document, the provisions of which shall be consistent in all respects with sections 7.0.1 and 7.0.2 and a summary of the plan document for distribution to eligible employees. P&A also shall serve as the Claims Administrator and record-keeper for the Section 105(h) Plan.

**7.0.4** Effective 9/1/03, the District will provide a self-funded program of dental coverage administered by Dental Pay. The schedule of benefits shall be the same as offered by the GHI dental plan as of 9/1/03. The District shall pay the annual administrative fees for such plan.

**7.0.5** Effective 9/1/03, the District will provide a self-funded program of vision coverage administered by Dental Pay. The schedule for benefits shall be the same as offered by the Blue Cross/Blue Shield vision plan as of 9/1/03. The District shall pay the annual administrative fees for such plan.

**7.0.6** Section 125 Plan. An IRC §125 Plan will be established for employees in the bargaining unit to enable employee's to pay their portion of the health insurance premiums using the §125 Plan. Participating employees will complete any necessary paperwork to allow their participation in the §125 Plan.

**7.0.7** If an employee is eligible for and does retire pursuant to the New York State Employees Retirement System and such employee meets the following requirements:

- (1) he/she has notified the District in writing of his/her intent to retire not less than one year in advance of his/her intended retirement date (The one year prior notice will be waived for those employees who must retire for health reasons provided there is medical evidence to substantiate it.),

- (2) he/she has completed at least 15 years of District service as of such retirement date,
- (3) he/she has accumulated at least 100 days of sick leave credit as of such retirement date,
- (4) such retirement date is after October 27, 1977, and
- (5) he/she was eligible for and did participate in the District health insurance plans provided in paragraph 7.0.1 of this Agreement;

then after such an employee retires, the District will continue to make the same contributions toward health insurance coverage (as provided in paragraph 7.0.1 of this Agreement) as it was making at the time of the employee's retirement for active employees until the District has contributed a total sum equal to the product of: (i) the number of unused sick leave credits the employee had accumulated as of his/her retirement, times (ii) the number of hours per day he/she was regularly scheduled to work as of his/her retirement date, times (iii) his/her regular hourly rate as of his/her retirement date.

**7.0.8** The District shall provide the 1/60th Section 75c (Section 75i effective July 1, 1987) Retirement Plan with Section 41J Unused Sick Leave Benefit for all employees eligible therefor.

**7.0.9** When rental uniforms, beyond the present practice, are mutually agreed upon, the District will pay eighty-five (85%) percent of the cost for employees in the following classifications: auto mechanic crew chief, assistant auto mechanic crew chief, auto mechanics, head custodians, senior custodians, custodians, grounds crew chief, grounds-workers, maintenance mechanic crew chief, assistant maintenance mechanic crew chief, maintenance mechanics, laborers and messengers.

**7.0.10** All full time 10 month and 12 month employees will be admitted to all school-sponsored functions free of charge.

**7.0.11** The District will reimburse each auto mechanic, assistant auto mechanic crew chief, auto mechanic crew chief, maintenance mechanic crew chief, assistant maintenance mechanic crew chief, maintenance mechanic, for the cost of replacing broken or worn out tools or purchasing new tools (in either case such tools being necessary to the performance of work by the employee for the District) not to exceed \$200 per fiscal year for each such employee upon presentation of proof of purchase. Approval of reimbursement will not be unreasonably withheld by the District.

**7.0.12** The District will, upon presentation of a satisfactory receipt, reimburse each employee named in this paragraph the amount of seventy (\$70.00) dollars for one pair of steel toed safety shoes each fiscal year for each grounds crew chief, grounds-worker, maintenance mechanic crew chief, assistant maintenance mechanic crew chief, maintenance mechanic, auto mechanic, assistant



auto mechanic crew chief, auto mechanic crew chief, head custodian, senior custodian, custodian, laborer and messenger.

**7.0.13** A program of tax sheltered annuities shall be instituted for all employees to secure the tax advantage of Section 403(b) of the Internal Revenue Code. No enrollments, cancellations, or changes will be implemented during the period from May 15th thru June 30th of each school year.

**7.0.14** The District shall make available to all employees New York State Disability Insurance at no cost to the employees other than that required by law. If an employee suffers from an illness or injury unrelated to the performance of services for or on behalf of the District, and that employee is unable to reasonably perform his/her duties as determined by a physician, the employee must use whatever paid sick leave, personal business leave and vacation leave time he/she has accrued pursuant to this Agreement. Only upon the exhaustion of the employee's accrued sick leave, personal business leave and vacation leave time may he/she file for and be eligible to receive disability insurance benefits. If the employee has exhausted his/her accrued sick leave, personal business leave and vacation leave time and is eligible to receive disability insurance benefits, the District agrees to forego reimbursement of any disability insurance benefit to which it might otherwise be entitled.

**7.0.15** The District shall pay the cost for renewal of the following licenses for employees in the job title listed with each license:

- (a) Motor vehicle inspector - Auto Mechanics, Assistant Auto Mechanic Crew Chief, Auto Mechanic Crew Chief - renewable every 3 years;
- (b) Asbestos handler - Maintenance Mechanic Crew Chief, assistant maintenance mechanic crew chief, Maintenance Mechanics, Laborers, Painters - renewable every year;
- (c) Pesticide handler - Grounds Crew Chief, Grounds-workers - first renewable after 3 years, and then every 6 years.

**7.0.16** The District will provide to all classified staff, an Employee Assistance Plan covered under the Child and Family Services Plan. The furnishing of services by the Child and Family Services Plan shall in all respects be governed by the rules and regulations established by the Plan.

## **ARTICLE 8**

### **MISCELLANEOUS**

**8.0.1** When an employee observes a situation requiring supervision of students, he/she will either use discretion in handling the matter, or report same to a teaching and/or supervising employee.

**8.0.2** All bus drivers shall be trained to drive all types of busses. Any driver who refuses to accept training or a safe replacement bus shall be deemed to have voluntarily resigned.

**8.0.3** Distribution of overtime shall apply separately to the following overtime groups: Grounds Employees, Maintenance Employees and Cleaners. Each of such overtime groups shall be considered separate for the purposes of overtime distribution. It is understood that individuals' building seniority hours are not to be confused with district-wide seniority hours.

Overtime shall be considered work hours in excess of the hours regularly scheduled for the employees in the group, regardless of whether or not the extra hours result in premium pay of any form. The fact that work time may be distributed pursuant to the terms of this Agreement does not result in the application of any premium pay provision other than specifically stated under the terms of the Collective Bargaining Agreement.

The District shall allow employees in each overtime group to indicate their willingness to be placed on the overtime distribution list for their group. Overtime covered by this Agreement shall be distributed only to employees who advise the District in writing of their desire to be placed on said list. Any employee who did not sign up initially may add his/her name to the list and an employee who initially signs up may delete his/her name from the list during a window of opportunity. The windows of opportunity to enter or leave the overtime distribution list are: January 1 through January 15 and June 15 through June 30. Employees electing to participate in the overtime distribution list for their group shall enter with zero overtime hours. If an employee elects to enter the list after the effective date of this agreement, he/she shall do so with the weighted number of overtime hours credited to the employees in his/her employment group.

When the District determines that there is overtime to be assigned in each of the overtime groups listed above in Paragraph 2, the District shall offer such overtime to the employee on the list for the overtime group in question who then has the lowest overtime hours for that overtime group. If that employee cannot be reached or refuses the hours, he/she shall have the hours to be offered charged to his/her overtime record (for the purposes of overtime distribution only) and the employees with the next fewest hours shall be offered the overtime in question. In the event that two employees have an equal number of overtime hours, overtime shall be offered first to the person with the most seniority. In the event that all employees in an overtime group refuse the overtime offered, the District, at its election, may (a) hire a substitute employee or a temporary employee, (b) require the least senior person in the overtime group to work the overtime, or (c) assign the overtime to an employee in another job title. The record keeping will be maintained by the Superintendent for Buildings and Grounds.

These terms are not applicable to assignments out of title. However, an employee assigned such work shall have the hours worked on overtime on such assignments credited toward his/her total overtime for use in the overtime distribution system.

In the event that overtime is determined by the District specifically for snowplowing, the members of the grounds department shall be contacted first, followed by the other overtime groups as per previously arranged procedure. An employee assigned such work shall have the hours worked on overtime on such assignments credited toward his/her total overtime for use in the overtime distribution system.

These terms shall not be applicable to third party call-ins for overtime, e.g., call-ins by the police or fire departments. However, an employee assigned such work shall have the hours worked on overtime on such assignments credited toward his/her total overtime for use in the overtime distribution system.

This overtime shall not be applicable for work requiring particular qualifications on the part of the employee, e.g., asbestos certification or particular job skills are not applicable. However, an employee assigned such work shall have the hours worked on overtime on such assignments credited toward his/her total overtime for use in the overtime distribution system.

If the Union successfully shows at the 1<sup>st</sup> or 2<sup>nd</sup> step of the grievance procedure that the aggrieved employee was denied his/her opportunity to work overtime and the cause of that skip can be considered "human error", the grievance shall be settled by awarding the employee the next available overtime opportunity until he/she has worked the number of hours he/she was entitled to. These hours shall not affect his/her position on the overtime wheel until they actually have been worked. If a grievance is settled in the aforementioned manner and the employee is not offered the next available opportunity to make him/her whole, he/she shall be made whole by the payment of cash for the hours skipped.

**8.0.4** When employees represented by the Association are assigned to perform work which requires Asbestos Certification:

1. They shall be paid at time-and-one-half their regular hourly rate for all Asbestos work done during the employee's normal work hours. They shall be paid double time for all Asbestos work done before or after the employee's normal work hours. No other premiums of any kind shall be applicable to the time paid pursuant to this paragraph.

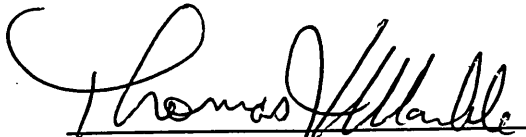
2. The Lancaster Central School District will provide all necessary protective clothing, respirator, education and physicals to all Asbestos Certified employees.

**SUBSCRIPTION**

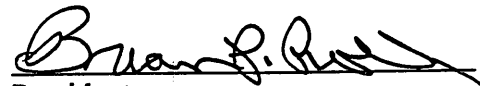
In witness of all the foregoing, the following duly authorized representatives of the parties have subscribed their names on the:

Execution Date: Nov. 6, 2003

FOR THE DISTRICT:

  
Superintendent of Schools

FOR THE ASSOCIATION:

  
President

**APPENDIX A**  
**GRIEVANCE FORM**

To: (Supervisor's Name): \_\_\_\_\_

- (1) Grievant: \*  
Name: \_\_\_\_\_  
Classification: \_\_\_\_\_  
Work Place: \_\_\_\_\_

- (2) What the District did or failed to do that the grievant(s) objects to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (3) Date on which occurrence took place:  
\_\_\_\_\_

- (4) Paragraph(s) of the Agreement violated by the District's action or failure to act:  
\_\_\_\_\_

- (5) Action the grievant(s) believes the District should take to remedy the foregoing situation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (6) I grieved this orally to my above supervisor on  
(Date): \_\_\_\_\_

Grievant's signature \_\_\_\_\_ \*

Date submitted \_\_\_\_\_

\*If there is more than one grievant, the same information must be listed and each must sign on an attached sheet.

**APPENDIX A**  
(reverse side)

Note: This side for District use only.

1. Date of occurrence out of which the grievance arose: \_\_\_\_\_
2. Date oral grievance given to Supervisor: \_\_\_\_\_
3. Date supervisor gave oral answer to Step 1A: \_\_\_\_\_
4. Date written grievance received by Supervisor: \_\_\_\_\_
5. Date of Step 1B answer (copy attached): \_\_\_\_\_
6. Date written appeal received by Superintendent (copy attached): \_\_\_\_\_
7. Date of Step 2 meeting: \_\_\_\_\_
8. Date of Step 2 answer (copy attached): \_\_\_\_\_
9. Date of written appeal to Board (copy attached): \_\_\_\_\_
10. Date of Step 3 meeting: \_\_\_\_\_
11. Date of Board's answer (copy attached): \_\_\_\_\_

**APPENDIX B**

**TIER 1**

**CLASSIFIED STAFF SALARIES SY 2002/2003**

Employees hired prior to December 1, 1999

<b>JOB TITLE</b>	<b>EFF 02/03</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$.70</b>	<b>@\$.95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Asst Auto Mechanic Crew Chief	\$19.81	\$20.51	\$20.76	\$21.01	\$21.26	\$21.41
Asst Maint Mechanic Crew Chief	\$19.81	\$20.51	\$20.76	\$21.01	\$21.26	\$21.41
Auto Mechanic	\$19.03	\$19.73	\$19.98	\$20.23	\$20.48	\$20.63
Auto Mechanic Crew Chief	\$21.50	\$22.20	\$22.45	\$22.70	\$22.95	\$23.10
Bus Attendant	\$13.30	\$14.00	\$14.25	\$14.50	\$14.75	\$14.90
Bus Driver	\$16.84	\$17.54	\$17.79	\$18.04	\$18.29	\$18.44
Cleaner	\$13.84	\$14.54	\$14.79	\$15.04	\$15.29	\$15.44
Clerk Typist	\$15.31	\$16.01	\$16.26	\$16.51	\$16.76	\$16.91
Computer Aide	\$13.29	\$13.99	\$14.24	\$14.49	\$14.74	\$14.89
Copy Machine Operator	\$12.52	\$13.22	\$13.47	\$13.72	\$13.97	\$14.12
Custodian	\$16.71	\$17.41	\$17.66	\$17.91	\$18.16	\$18.31
Custodian - DO	\$16.93	\$17.63	\$17.88	\$18.13	\$18.38	\$18.53
Grounds Crew Chief	\$18.07	\$18.77	\$19.02	\$19.27	\$19.52	\$19.67
Grounds Worker	\$16.71	\$17.41	\$17.66	\$17.91	\$18.16	\$18.31
Head Custodian - HS	\$19.73	\$20.43	\$20.68	\$20.93	\$21.18	\$21.33
Head Custodian - LMS	\$18.78	\$19.48	\$19.73	\$19.98	\$20.23	\$20.38
Laborer	\$15.72	\$16.42	\$16.67	\$16.92	\$17.17	\$17.32
Library Media Aide	\$13.58	\$14.28	\$14.53	\$14.78	\$15.03	\$15.18
Maintenance Mechanic	\$19.03	\$19.73	\$19.98	\$20.23	\$20.48	\$20.63
Maintenance Mechanic Crew Chief	\$21.50	\$22.20	\$22.45	\$22.70	\$22.95	\$23.10
Messenger	\$13.84	\$14.54	\$14.79	\$15.04	\$15.29	\$15.44
Microcomputer Repair Technician	\$16.47	\$17.17	\$17.42	\$17.67	\$17.92	\$18.07
Painter	\$17.89	\$18.59	\$18.84	\$19.09	\$19.34	\$19.49
Head Registered Professional Nurse	\$21.94	\$22.64	\$22.89	\$23.14	\$23.39	\$23.54
Registered Professional Nurse	\$20.74	\$21.44	\$21.69	\$21.94	\$22.19	\$22.34
School Monitor - HS	\$13.41	\$14.11	\$14.36	\$14.61	\$14.86	\$15.01
School Monitor - LMS	\$13.41	\$14.11	\$14.36	\$14.61	\$14.86	\$15.01
School Monitor - WM	\$13.41	\$14.11	\$14.36	\$14.61	\$14.86	\$15.01
School Monitor - Lunch Room	\$12.81	\$13.51	\$13.76	\$14.01	\$14.26	\$14.41
School Monitor - Suspension Room	\$13.41	\$14.11	\$14.36	\$14.61	\$14.86	\$15.01
Senior Clerk Typist	\$16.30	\$17.00	\$17.25	\$17.50	\$17.75	\$17.90
Senior Custodian - Elem	\$17.24	\$17.94	\$18.19	\$18.44	\$18.69	\$18.84
Senior Custodian - HS	\$17.79	\$18.49	\$18.74	\$18.99	\$19.24	\$19.39
Senior Custodian - LMS	\$17.52	\$18.22	\$18.47	\$18.72	\$18.97	\$19.12
Teacher Aide	\$13.29	\$13.99	\$14.24	\$14.49	\$14.74	\$14.89
Transportation Clerk	\$16.30	\$17.00	\$17.25	\$17.50	\$17.75	\$17.90

APPENDIX B						
TIER 1						
CLASSIFIED STAFF SALARIES SY 2003/2004						
Employees hired prior to December 1, 1999						
JOB TITLE	EFF 03/04	5 YRS	10 YRS	15 YRS	20 YRS	25 YRS
	BASE SAL	@\$.70	@\$.95	@\$1.20	@\$1.45	@\$1.60
Asst Auto Mechanic Crew Chief	\$20.31	\$21.01	\$21.26	\$21.51	\$21.76	\$21.91
Asst Maint Mechanic Crew Chief	\$20.31	\$21.01	\$21.26	\$21.51	\$21.76	\$21.91
Auto Mechanic	\$19.53	\$20.23	\$20.48	\$20.73	\$20.98	\$21.13
Auto Mechanic Crew Chief	\$22.00	\$22.70	\$22.95	\$23.20	\$23.45	\$23.60
Bus Attendant	\$13.80	\$14.50	\$14.75	\$15.00	\$15.25	\$15.40
Bus Driver	\$17.34	\$18.04	\$18.29	\$18.54	\$18.79	\$18.94
Cleaner	\$14.34	\$15.04	\$15.29	\$15.54	\$15.79	\$15.94
Clerk Typist	\$15.81	\$16.51	\$16.76	\$17.01	\$17.26	\$17.41
Computer Aide	\$13.79	\$14.49	\$14.74	\$14.99	\$15.24	\$15.39
Copy Machine Operator	\$13.02	\$13.72	\$13.97	\$14.22	\$14.47	\$14.62
Custodian	\$17.21	\$17.91	\$18.16	\$18.41	\$18.66	\$18.81
Custodian - DO	\$17.43	\$18.13	\$18.38	\$18.63	\$18.88	\$19.03
Grounds Crew Chief	\$18.57	\$19.27	\$19.52	\$19.77	\$20.02	\$20.17
Grounds Worker	\$17.21	\$17.91	\$18.16	\$18.41	\$18.66	\$18.81
Head Custodian - HS	\$20.23	\$20.93	\$21.18	\$21.43	\$21.68	\$21.83
Head Custodian - LMS	\$19.28	\$19.98	\$20.23	\$20.48	\$20.73	\$20.88
Laborer	\$16.22	\$16.92	\$17.17	\$17.42	\$17.67	\$17.82
Library Media Aide	\$14.08	\$14.78	\$15.03	\$15.28	\$15.53	\$15.68
Maintenance Mechanic	\$19.53	\$20.23	\$20.48	\$20.73	\$20.98	\$21.13
Maintenance Mechanic Crew Chief	\$22.00	\$22.70	\$22.95	\$23.20	\$23.45	\$23.60
Messenger	\$14.34	\$15.04	\$15.29	\$15.54	\$15.79	\$15.94
Microcomputer Repair Technician	\$16.97	\$17.67	\$17.92	\$18.17	\$18.42	\$18.57
Painter	\$18.39	\$19.09	\$19.34	\$19.59	\$19.84	\$19.99
Head Registered Professional Nurse	\$22.44	\$23.14	\$23.39	\$23.64	\$23.89	\$24.04
Registered Professional Nurse	\$21.24	\$21.94	\$22.19	\$22.44	\$22.69	\$22.84
School Monitor - HS	\$13.91	\$14.61	\$14.86	\$15.11	\$15.36	\$15.51
School Monitor - LMS	\$13.91	\$14.61	\$14.86	\$15.11	\$15.36	\$15.51
School Monitor - WM	\$13.91	\$14.61	\$14.86	\$15.11	\$15.36	\$15.51
School Monitor - Lunch Room	\$13.31	\$14.01	\$14.26	\$14.51	\$14.76	\$14.91
School Monitor - Suspension Room	\$13.91	\$14.61	\$14.86	\$15.11	\$15.36	\$15.51
Senior Clerk Typist	\$16.80	\$17.50	\$17.75	\$18.00	\$18.25	\$18.40
Senior Custodian - Elem	\$17.74	\$18.44	\$18.69	\$18.94	\$19.19	\$19.34
Senior Custodian - HS	\$18.29	\$18.99	\$19.24	\$19.49	\$19.74	\$19.89
Senior Custodian - LMS	\$18.02	\$18.72	\$18.97	\$19.22	\$19.47	\$19.62
Teacher Aide	\$13.79	\$14.49	\$14.74	\$14.99	\$15.24	\$15.39
Transportation Clerk	\$16.80	\$17.50	\$17.75	\$18.00	\$18.25	\$18.40



**APPENDIX B**

**TIER 1**

**CLASSIFIED STAFF SALARIES SY 2004/2005**

Employees hired prior to December 1, 1999

<b>JOB TITLE</b>	<b>EFF 04/05</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$.70</b>	<b>@\$.95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Asst Auto Mechanic Crew Chief	\$20.84	\$21.54	\$21.79	\$22.04	\$22.29	\$22.44
Asst Maint Mechanic Crew Chief	\$20.84	\$21.54	\$21.79	\$22.04	\$22.29	\$22.44
Auto Mechanic	\$20.06	\$20.76	\$21.01	\$21.26	\$21.51	\$21.66
Auto Mechanic Crew Chief	\$22.53	\$23.23	\$23.48	\$23.73	\$23.98	\$24.13
Bus Attendant	\$14.33	\$15.03	\$15.28	\$15.53	\$15.78	\$15.93
Bus Driver	\$17.87	\$18.57	\$18.82	\$19.07	\$19.32	\$19.47
Cleaner	\$14.87	\$15.57	\$15.82	\$16.07	\$16.32	\$16.47
Clerk Typist	\$16.34	\$17.04	\$17.29	\$17.54	\$17.79	\$17.94
Computer Aide	\$14.32	\$15.02	\$15.27	\$15.52	\$15.77	\$15.92
Copy Machine Operator	\$13.55	\$14.25	\$14.50	\$14.75	\$15.00	\$15.15
Custodian	\$17.74	\$18.44	\$18.69	\$18.94	\$19.19	\$19.34
Custodian - DO	\$17.96	\$18.66	\$18.91	\$19.16	\$19.41	\$19.56
Grounds Crew Chief	\$19.10	\$19.80	\$20.05	\$20.30	\$20.55	\$20.70
Grounds Worker	\$17.74	\$18.44	\$18.69	\$18.94	\$19.19	\$19.34
Head Custodian - HS	\$20.76	\$21.46	\$21.71	\$21.96	\$22.21	\$22.36
Head Custodian - LMS	\$19.81	\$20.51	\$20.76	\$21.01	\$21.26	\$21.41
Laborer	\$16.75	\$17.45	\$17.70	\$17.95	\$18.20	\$18.35
Library Media Aide	\$14.61	\$15.31	\$15.56	\$15.81	\$16.06	\$16.21
Maintenance Mechanic	\$20.06	\$20.76	\$21.01	\$21.26	\$21.51	\$21.66
Maintenance Mechanic Crew Chief	\$22.53	\$23.23	\$23.48	\$23.73	\$23.98	\$24.13
Messenger	\$14.87	\$15.57	\$15.82	\$16.07	\$16.32	\$16.47
Microcomputer Repair Technician	\$17.50	\$18.20	\$18.45	\$18.70	\$18.95	\$19.10
Painter	\$18.92	\$19.62	\$19.87	\$20.12	\$20.37	\$20.52
Head Registered Professional Nurse	\$22.97	\$23.67	\$23.92	\$24.17	\$24.42	\$24.57
Registered Professional Nurse	\$21.77	\$22.47	\$22.72	\$22.97	\$23.22	\$23.37
School Monitor - HS	\$14.44	\$15.14	\$15.39	\$15.64	\$15.89	\$16.04
School Monitor - LMS	\$14.44	\$15.14	\$15.39	\$15.64	\$15.89	\$16.04
School Monitor - WM	\$14.44	\$15.14	\$15.39	\$15.64	\$15.89	\$16.04
School Monitor - Lunch Room	\$13.84	\$14.54	\$14.79	\$15.04	\$15.29	\$15.44
School Monitor - Suspension Room	\$14.44	\$15.14	\$15.39	\$15.64	\$15.89	\$16.04
Senior Clerk Typist	\$17.33	\$18.03	\$18.28	\$18.53	\$18.78	\$18.93
Senior Custodian - Elem	\$18.27	\$18.97	\$19.22	\$19.47	\$19.72	\$19.87
Senior Custodian - HS	\$18.82	\$19.52	\$19.77	\$20.02	\$20.27	\$20.42
Senior Custodian - LMS	\$18.55	\$19.25	\$19.50	\$19.75	\$20.00	\$20.15
Teacher Aide	\$14.32	\$15.02	\$15.27	\$15.52	\$15.77	\$15.92
Transportation Clerk	\$17.33	\$18.03	\$18.28	\$18.53	\$18.78	\$18.93

**APPENDIX B**

**TIER 1**

**CLASSIFIED STAFF SALARIES SY 2005/2006**

Employees hired prior to December 1, 1999

<b>JOB TITLE</b>	<b>EFF 05/06</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$ .70</b>	<b>@\$ .95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Asst Auto Mechanic Crew Chief	\$21.39	\$22.09	\$22.34	\$22.59	\$22.84	\$22.99
Asst Maint Mechanic Crew Chief	\$21.39	\$22.09	\$22.34	\$22.59	\$22.84	\$22.99
Auto Mechanic	\$20.61	\$21.31	\$21.56	\$21.81	\$22.06	\$22.21
Auto Mechanic Crew Chief	\$23.08	\$23.78	\$24.03	\$24.28	\$24.53	\$24.68
Bus Attendant	\$14.88	\$15.58	\$15.83	\$16.08	\$16.33	\$16.48
Bus Driver	\$18.42	\$19.12	\$19.37	\$19.62	\$19.87	\$20.02
Cleaner	\$15.42	\$16.12	\$16.37	\$16.62	\$16.87	\$17.02
Clerk Typist	\$16.89	\$17.59	\$17.84	\$18.09	\$18.34	\$18.49
Computer Aide	\$14.87	\$15.57	\$15.82	\$16.07	\$16.32	\$16.47
Copy Machine Operator	\$14.10	\$14.80	\$15.05	\$15.30	\$15.55	\$15.70
Custodian	\$18.29	\$18.99	\$19.24	\$19.49	\$19.74	\$19.89
Custodian - DO	\$18.51	\$19.21	\$19.46	\$19.71	\$19.96	\$20.11
Grounds Crew Chief	\$19.65	\$20.35	\$20.60	\$20.85	\$21.10	\$21.25
Grounds Worker	\$18.29	\$18.99	\$19.24	\$19.49	\$19.74	\$19.89
Head Custodian - HS	\$21.31	\$22.01	\$22.26	\$22.51	\$22.76	\$22.91
Head Custodian - LMS	\$20.36	\$21.06	\$21.31	\$21.56	\$21.81	\$21.96
Laborer	\$17.30	\$18.00	\$18.25	\$18.50	\$18.75	\$18.90
Library Media Aide	\$15.16	\$15.86	\$16.11	\$16.36	\$16.61	\$16.76
Maintenance Mechanic	\$20.61	\$21.31	\$21.56	\$21.81	\$22.06	\$22.21
Maintenance Mechanic Crew Chief	\$23.08	\$23.78	\$24.03	\$24.28	\$24.53	\$24.68
Messenger	\$15.42	\$16.12	\$16.37	\$16.62	\$16.87	\$17.02
Microcomputer Repair Technician	\$18.05	\$18.75	\$19.00	\$19.25	\$19.50	\$19.65
Painter	\$19.47	\$20.17	\$20.42	\$20.67	\$20.92	\$21.07
Head Registered Professional Nurse	\$23.52	\$24.22	\$24.47	\$24.72	\$24.97	\$25.12
Registered Professional Nurse	\$22.32	\$23.02	\$23.27	\$23.52	\$23.77	\$23.92
School Monitor - HS	\$14.99	\$15.69	\$15.94	\$16.19	\$16.44	\$16.59
School Monitor - LMS	\$14.99	\$15.69	\$15.94	\$16.19	\$16.44	\$16.59
School Monitor - WM	\$14.99	\$15.69	\$15.94	\$16.19	\$16.44	\$16.59
School Monitor - Lunch Room	\$14.39	\$15.09	\$15.34	\$15.59	\$15.84	\$15.99
School Monitor - Suspension Room	\$14.99	\$15.69	\$15.94	\$16.19	\$16.44	\$16.59
Senior Clerk Typist	\$17.88	\$18.58	\$18.83	\$19.08	\$19.33	\$19.48
Senior Custodian - Elem	\$18.82	\$19.52	\$19.77	\$20.02	\$20.27	\$20.42
Senior Custodian - HS	\$19.37	\$20.07	\$20.32	\$20.57	\$20.82	\$20.97
Senior Custodian - LMS	\$19.10	\$19.80	\$20.05	\$20.30	\$20.55	\$20.70
Teacher Aide	\$14.87	\$15.57	\$15.82	\$16.07	\$16.32	\$16.47
Transportation Clerk	\$17.88	\$18.58	\$18.83	\$19.08	\$19.33	\$19.48

**APPENDIX B**

**TIER 2**

**CLASSIFIED STAFF SALARIES SY 2002/2003**

Employees hired after December 1, 1999

<b>JOB TITLE</b>	<b>EFF 02/03</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$ .70</b>	<b>@\$ .95</b>	<b>@\$ 1.20</b>	<b>@\$ 1.45</b>	<b>@\$ 1.60</b>
Asst Auto Mechanic Crew Chief	\$16.13	\$16.83	\$17.08	\$17.33	\$17.58	\$17.73
Asst Maint Mechanic Crew Chief	\$16.13	\$16.83	\$17.08	\$17.33	\$17.58	\$17.73
Auto Mechanic	\$15.35	\$16.05	\$16.30	\$16.55	\$16.80	\$16.95
Auto Mechanic Crew Chief	\$17.82	\$18.52	\$18.77	\$19.02	\$19.27	\$19.42
Bus Attendant	\$10.24	\$10.94	\$11.19	\$11.44	\$11.69	\$11.84
Bus Driver	\$13.74	\$14.44	\$14.69	\$14.94	\$15.19	\$15.34
Cleaner	\$10.95	\$11.65	\$11.90	\$12.15	\$12.40	\$12.55
Clerk Typist	\$11.80	\$12.50	\$12.75	\$13.00	\$13.25	\$13.40
Computer Aide	\$12.14	\$12.84	\$13.09	\$13.34	\$13.59	\$13.74
Copy Machine Operator	\$10.53	\$11.23	\$11.48	\$11.73	\$11.98	\$12.13
Custodian	\$13.13	\$13.83	\$14.08	\$14.33	\$14.58	\$14.73
Custodian - DO	\$13.35	\$14.05	\$14.30	\$14.55	\$14.80	\$14.95
Grounds Crew Chief	\$14.31	\$15.01	\$15.26	\$15.51	\$15.76	\$15.91
Grounds Worker	\$13.24	\$13.94	\$14.19	\$14.44	\$14.69	\$14.84
Head Custodian - HS	\$16.42	\$17.12	\$17.37	\$17.62	\$17.87	\$18.02
Head Custodian - LMS	\$15.62	\$16.32	\$16.57	\$16.82	\$17.07	\$17.22
Laborer	\$12.02	\$12.72	\$12.97	\$13.22	\$13.47	\$13.62
Library Media Aide	\$11.09	\$11.79	\$12.04	\$12.29	\$12.54	\$12.69
Maintenance Mechanic	\$15.35	\$16.05	\$16.30	\$16.55	\$16.80	\$16.95
Maintenance Mechanic Crew Chief	\$17.82	\$18.52	\$18.77	\$19.02	\$19.27	\$19.42
Messenger	\$12.53	\$13.23	\$13.48	\$13.73	\$13.98	\$14.13
Microcomputer Repair Technician	\$15.09	\$15.79	\$16.04	\$16.29	\$16.54	\$16.69
Painter	\$13.18	\$13.88	\$14.13	\$14.38	\$14.63	\$14.78
Head Registered Professional Nurse	\$18.01	\$18.71	\$18.96	\$19.21	\$19.46	\$19.61
Registered Professional Nurse	\$16.81	\$17.51	\$17.76	\$18.01	\$18.26	\$18.41
School Monitor - HS	\$10.42	\$11.12	\$11.37	\$11.62	\$11.87	\$12.02
School Monitor - LMS	\$10.42	\$11.12	\$11.37	\$11.62	\$11.87	\$12.02
School Monitor - WM	\$10.42	\$11.12	\$11.37	\$11.62	\$11.87	\$12.02
School Monitor - Lunch Room	\$10.00	\$10.70	\$10.95	\$11.20	\$11.45	\$11.60
School Monitor - Suspension Room	\$10.42	\$11.12	\$11.37	\$11.62	\$11.87	\$12.02
Senior Clerk Typist	\$12.81	\$13.51	\$13.76	\$14.01	\$14.26	\$14.41
Senior Custodian - Elem	\$14.52	\$15.22	\$15.47	\$15.72	\$15.97	\$16.12
Senior Custodian - HS	\$15.07	\$15.77	\$16.02	\$16.27	\$16.52	\$16.67
Senior Custodian - LMS	\$14.80	\$15.50	\$15.75	\$16.00	\$16.25	\$16.40
Teacher Aide	\$11.06	\$11.76	\$12.01	\$12.26	\$12.51	\$12.66
Transportation Clerk	\$12.81	\$13.51	\$13.76	\$14.01	\$14.26	\$14.41

APPENDIX B						
TIER 2						
CLASSIFIED STAFF SALARIES SY 2003/2004						
—Employees hired after December 1, 1999						
JOB TITLE	EFF 03/04	5 YRS	10 YRS	15 YRS	20 YRS	25 YRS
	BASE SAL	@\$.70	@\$.95	@\$1.20	@\$1.45	@\$1.60
Asst Auto Mechanic Crew Chief	\$16.63	\$17.33	\$17.58	\$17.83	\$18.08	\$18.23
Asst Maint Mechanic Crew Chief	\$16.63	\$17.33	\$17.58	\$17.83	\$18.08	\$18.23
Auto Mechanic	\$15.85	\$16.55	\$16.80	\$17.05	\$17.30	\$17.45
Auto Mechanic Crew Chief	\$18.32	\$19.02	\$19.27	\$19.52	\$19.77	\$19.92
Bus Attendant	\$10.74	\$11.44	\$11.69	\$11.94	\$12.19	\$12.34
Bus Driver	\$14.24	\$14.94	\$15.19	\$15.44	\$15.69	\$15.84
Cleaner	\$11.45	\$12.15	\$12.40	\$12.65	\$12.90	\$13.05
Clerk Typist	\$12.30	\$13.00	\$13.25	\$13.50	\$13.75	\$13.90
Computer Aide	\$12.64	\$13.34	\$13.59	\$13.84	\$14.09	\$14.24
Copy Machine Operator	\$11.03	\$11.73	\$11.98	\$12.23	\$12.48	\$12.63
Custodian	\$13.63	\$14.33	\$14.58	\$14.83	\$15.08	\$15.23
Custodian - DO	\$13.85	\$14.55	\$14.80	\$15.05	\$15.30	\$15.45
Grounds Crew Chief	\$14.81	\$15.51	\$15.76	\$16.01	\$16.26	\$16.41
Grounds Worker	\$13.74	\$14.44	\$14.69	\$14.94	\$15.19	\$15.34
Head Custodian - HS	\$16.92	\$17.62	\$17.87	\$18.12	\$18.37	\$18.52
Head Custodian - LMS	\$16.12	\$16.82	\$17.07	\$17.32	\$17.57	\$17.72
Laborer	\$12.52	\$13.22	\$13.47	\$13.72	\$13.97	\$14.12
Library Media Aide	\$11.59	\$12.29	\$12.54	\$12.79	\$13.04	\$13.19
Maintenance Mechanic	\$15.85	\$16.55	\$16.80	\$17.05	\$17.30	\$17.45
Maintenance Mechanic Crew Chief	\$18.32	\$19.02	\$19.27	\$19.52	\$19.77	\$19.92
Messenger	\$13.03	\$13.73	\$13.98	\$14.23	\$14.48	\$14.63
Microcomputer Repair Technician	\$15.59	\$16.29	\$16.54	\$16.79	\$17.04	\$17.19
Painter	\$13.68	\$14.38	\$14.63	\$14.88	\$15.13	\$15.28
Head Registered Professional Nurse	\$18.51	\$19.21	\$19.46	\$19.71	\$19.96	\$20.11
Registered Professional Nurse	\$17.31	\$18.01	\$18.26	\$18.51	\$18.76	\$18.91
School Monitor - HS	\$10.92	\$11.62	\$11.87	\$12.12	\$12.37	\$12.52
School Monitor - LMS	\$10.92	\$11.62	\$11.87	\$12.12	\$12.37	\$12.52
School Monitor - WM	\$10.92	\$11.62	\$11.87	\$12.12	\$12.37	\$12.52
School Monitor - Lunch Room	\$10.50	\$11.20	\$11.45	\$11.70	\$11.95	\$12.10
School Monitor - Suspension Room	\$10.92	\$11.62	\$11.87	\$12.12	\$12.37	\$12.52
Senior Clerk Typist	\$13.31	\$14.01	\$14.26	\$14.51	\$14.76	\$14.91
Senior Custodian - Elem	\$15.02	\$15.72	\$15.97	\$16.22	\$16.47	\$16.62
Senior Custodian - HS	\$15.57	\$16.27	\$16.52	\$16.77	\$17.02	\$17.17
Senior Custodian - LMS	\$15.30	\$16.00	\$16.25	\$16.50	\$16.75	\$16.90
Teacher Aide	\$11.56	\$12.26	\$12.51	\$12.76	\$13.01	\$13.16
Transportation Clerk	\$13.31	\$14.01	\$14.26	\$14.51	\$14.76	\$14.91

**APPENDIX B**

**TIER 2**

**CLASSIFIED STAFF SALARIES SY 2004/2005**

Employees hired after December 1, 1999

<b>JOB TITLE</b>	<b>EFF 04/05</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$.70</b>	<b>@\$.95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Asst Auto Mechanic Crew Chief	\$17.16	\$17.86	\$18.11	\$18.36	\$18.61	\$18.76
Asst Maint Mechanic Crew Chief	\$17.16	\$17.86	\$18.11	\$18.36	\$18.61	\$18.76
Auto Mechanic	\$16.38	\$17.08	\$17.33	\$17.58	\$17.83	\$17.98
Auto Mechanic Crew Chief	\$18.85	\$19.55	\$19.80	\$20.05	\$20.30	\$20.45
Bus Attendant	\$11.27	\$11.97	\$12.22	\$12.47	\$12.72	\$12.87
Bus Driver	\$14.77	\$15.47	\$15.72	\$15.97	\$16.22	\$16.37
Cleaner	\$11.98	\$12.68	\$12.93	\$13.18	\$13.43	\$13.58
Clerk Typist	\$12.83	\$13.53	\$13.78	\$14.03	\$14.28	\$14.43
Computer Aide	\$13.17	\$13.87	\$14.12	\$14.37	\$14.62	\$14.77
Copy Machine Operator	\$11.56	\$12.26	\$12.51	\$12.76	\$13.01	\$13.16
Custodian	\$14.16	\$14.86	\$15.11	\$15.36	\$15.61	\$15.76
Custodian - DO	\$14.38	\$15.08	\$15.33	\$15.58	\$15.83	\$15.98
Grounds Crew Chief	\$15.34	\$16.04	\$16.29	\$16.54	\$16.79	\$16.94
Grounds Worker	\$14.27	\$14.97	\$15.22	\$15.47	\$15.72	\$15.87
Head Custodian - HS	\$17.45	\$18.15	\$18.40	\$18.65	\$18.90	\$19.05
Head Custodian - LMS	\$16.65	\$17.35	\$17.60	\$17.85	\$18.10	\$18.25
Laborer	\$13.05	\$13.75	\$14.00	\$14.25	\$14.50	\$14.65
Library Media Aide	\$12.12	\$12.82	\$13.07	\$13.32	\$13.57	\$13.72
Maintenance Mechanic	\$16.38	\$17.08	\$17.33	\$17.58	\$17.83	\$17.98
Maintenance Mechanic Crew Chief	\$18.85	\$19.55	\$19.80	\$20.05	\$20.30	\$20.45
Messenger	\$13.56	\$14.26	\$14.51	\$14.76	\$15.01	\$15.16
Microcomputer Repair Technician	\$16.12	\$16.82	\$17.07	\$17.32	\$17.57	\$17.72
Painter	\$14.21	\$14.91	\$15.16	\$15.41	\$15.66	\$15.81
Head Registered Professional Nurse	\$19.04	\$19.74	\$19.99	\$20.24	\$20.49	\$20.64
Registered Professional Nurse	\$17.84	\$18.54	\$18.79	\$19.04	\$19.29	\$19.44
School Monitor - HS	\$11.45	\$12.15	\$12.40	\$12.65	\$12.90	\$13.05
School Monitor - LMS	\$11.45	\$12.15	\$12.40	\$12.65	\$12.90	\$13.05
School Monitor - WM	\$11.45	\$12.15	\$12.40	\$12.65	\$12.90	\$13.05
School Monitor - Lunch Room	\$11.03	\$11.73	\$11.98	\$12.23	\$12.48	\$12.63
School Monitor - Suspension Room	\$11.45	\$12.15	\$12.40	\$12.65	\$12.90	\$13.05
Senior Clerk Typist	\$13.84	\$14.54	\$14.79	\$15.04	\$15.29	\$15.44
Senior Custodian - Elem	\$15.55	\$16.25	\$16.50	\$16.75	\$17.00	\$17.15
Senior Custodian - HS	\$16.10	\$16.80	\$17.05	\$17.30	\$17.55	\$17.70
Senior Custodian - LMS	\$15.83	\$16.53	\$16.78	\$17.03	\$17.28	\$17.43
Teacher Aide	\$12.09	\$12.79	\$13.04	\$13.29	\$13.54	\$13.69
Transportation Clerk	\$13.84	\$14.54	\$14.79	\$15.04	\$15.29	\$15.44

**APPENDIX B**

**TIER 2**

**CLASSIFIED STAFF SALARIES SY 2005/2006**

Employees hired after December 1, 1999

<b>JOB TITLE</b>	<b>EFF 05/06</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$.70</b>	<b>@\$.95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Asst Auto Mechanic Crew Chief	\$17.71	\$18.41	\$18.66	\$18.91	\$19.16	\$19.31
Asst Maint Mechanic Crew Chief	\$17.71	\$18.41	\$18.66	\$18.91	\$19.16	\$19.31
Auto Mechanic	\$16.93	\$17.63	\$17.88	\$18.13	\$18.38	\$18.53
Auto Mechanic Crew Chief	\$19.40	\$20.10	\$20.35	\$20.60	\$20.85	\$21.00
Bus Attendant	\$11.82	\$12.52	\$12.77	\$13.02	\$13.27	\$13.42
Bus Driver	\$15.32	\$16.02	\$16.27	\$16.52	\$16.77	\$16.92
Cleaner	\$12.53	\$13.23	\$13.48	\$13.73	\$13.98	\$14.13
Clerk Typist	\$13.38	\$14.08	\$14.33	\$14.58	\$14.83	\$14.98
Computer Aide	\$13.72	\$14.42	\$14.67	\$14.92	\$15.17	\$15.32
Copy Machine Operator	\$12.11	\$12.81	\$13.06	\$13.31	\$13.56	\$13.71
Custodian	\$14.71	\$15.41	\$15.66	\$15.91	\$16.16	\$16.31
Custodian - DO	\$14.93	\$15.63	\$15.88	\$16.13	\$16.38	\$16.53
Grounds Crew Chief	\$15.89	\$16.59	\$16.84	\$17.09	\$17.34	\$17.49
Grounds Worker	\$14.82	\$15.52	\$15.77	\$16.02	\$16.27	\$16.42
Head Custodian - HS	\$18.00	\$18.70	\$18.95	\$19.20	\$19.45	\$19.60
Head Custodian - LMS	\$17.20	\$17.90	\$18.15	\$18.40	\$18.65	\$18.80
Laborer	\$13.60	\$14.30	\$14.55	\$14.80	\$15.05	\$15.20
Library Media Aide	\$12.67	\$13.37	\$13.62	\$13.87	\$14.12	\$14.27
Maintenance Mechanic	\$16.93	\$17.63	\$17.88	\$18.13	\$18.38	\$18.53
Maintenance Mechanic Crew Chief	\$19.40	\$20.10	\$20.35	\$20.60	\$20.85	\$21.00
Messenger	\$14.11	\$14.81	\$15.06	\$15.31	\$15.56	\$15.71
Microcomputer Repair Technician	\$16.67	\$17.37	\$17.62	\$17.87	\$18.12	\$18.27
Painter	\$14.76	\$15.46	\$15.71	\$15.96	\$16.21	\$16.36
Head Registered Professional Nurse	\$19.59	\$20.29	\$20.54	\$20.79	\$21.04	\$21.19
Registered Professional Nurse	\$18.39	\$19.09	\$19.34	\$19.59	\$19.84	\$19.99
School Monitor - HS	\$12.00	\$12.70	\$12.95	\$13.20	\$13.45	\$13.60
School Monitor - LMS	\$12.00	\$12.70	\$12.95	\$13.20	\$13.45	\$13.60
School Monitor - WM	\$12.00	\$12.70	\$12.95	\$13.20	\$13.45	\$13.60
School Monitor - Lunch Room	\$11.58	\$12.28	\$12.53	\$12.78	\$13.03	\$13.18
School Monitor - Suspension Room	\$12.00	\$12.70	\$12.95	\$13.20	\$13.45	\$13.60
Senior Clerk Typist	\$14.39	\$15.09	\$15.34	\$15.59	\$15.84	\$15.99
Senior Custodian - Elem	\$16.10	\$16.80	\$17.05	\$17.30	\$17.55	\$17.70
Senior Custodian - HS	\$16.65	\$17.35	\$17.60	\$17.85	\$18.10	\$18.25
Senior Custodian - LMS	\$16.38	\$17.08	\$17.33	\$17.58	\$17.83	\$17.98
Teacher Aide	\$12.64	\$13.34	\$13.59	\$13.84	\$14.09	\$14.24
Transportation Clerk	\$14.39	\$15.09	\$15.34	\$15.59	\$15.84	\$15.99

**FOOD SERVICE DEPARTMENT**

**BASED ON SCHOOL YEAR 2001/2002**

<b>JOB TITLE</b>	<b>EFF 02/03</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$.70</b>	<b>@\$.95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Account Clerk Typist	\$14.98	\$15.68	\$15.93	\$16.18	\$16.43	\$16.58
Cook	\$10.48	\$11.18	\$11.43	\$11.68	\$11.93	\$12.08
Cook Manager - Elem	\$12.37	\$13.07	\$13.32	\$13.57	\$13.82	\$13.97
Cook Manager - HS	\$12.85	\$13.55	\$13.80	\$14.05	\$14.30	\$14.45
Cook Manager - LMS/WS	\$13.49	\$14.19	\$14.44	\$14.69	\$14.94	\$15.09
Food Service Helper	\$9.08	\$9.78	\$10.03	\$10.28	\$10.53	\$10.68
Laborer	\$11.57	\$12.27	\$12.52	\$12.77	\$13.02	\$13.17
*Refer to Memo Of Understanding						

**BASED ON SCHOOL YEAR 2002/2003**

<b>JOB TITLE</b>	<b>EFF 03/04</b>	<b>5 YRS</b>	<b>10 YRS</b>	<b>15 YRS</b>	<b>20 YRS</b>	<b>25 YRS</b>
	<b>BASE SAL</b>	<b>@\$.70</b>	<b>@\$.95</b>	<b>@\$1.20</b>	<b>@\$1.45</b>	<b>@\$1.60</b>
Account Clerk Typist	\$15.43	\$16.13	\$16.38	\$16.63	\$16.88	\$17.03
Cook	\$10.93	\$11.63	\$11.88	\$12.13	\$12.38	\$12.53
Cook Manager - Elem	\$12.82	\$13.52	\$13.77	\$14.02	\$14.27	\$14.42
Cook Manager - HS	\$13.30	\$14.00	\$14.25	\$14.50	\$14.75	\$14.90
Cook Manager - LMS/WS	\$13.94	\$14.64	\$14.89	\$15.14	\$15.39	\$15.54
Food Service Helper	\$9.53	\$10.23	\$10.48	\$10.73	\$10.98	\$11.13
Laborer	\$12.02	\$12.72	\$12.97	\$13.22	\$13.47	\$13.62
*Refer to Memo of Understanding						

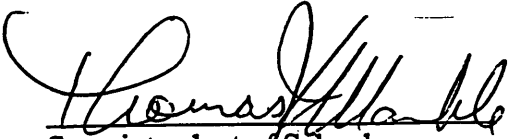
## MEMORANDUM OF UNDERSTANDING

1. The parties shall designate a committee to review the food service operation of the District and to make recommendations for improving the profitability of the operation. The Association members on the committee will be one elementary, one middle school and one high school cafeteria employee selected by the Association President. District members on the committee will be a member of the Board of Education, the Assistant Superintendent for Business and the School Lunch Manager. Recommendations will be submitted in writing to the Superintendent of Schools and the Board of Education from time to time as deemed appropriate by the committee during the term of the 2003-2006 Collective Negotiations Agreement between the District and the Association. Recommendations to the District shall be advisory.

2. The wage rate for the Food Service Department staff for each of the 2002-03, 2003-04, 2004-05, 2005-06, school years shall be negotiated by the District and the Association, such negotiations beginning in each case after the final audit of the food service operation for the school year in question, as supplied by the accounting firm for the District, has been finalized (i.e., wages for each of these seven school years shall be negotiated retroactively). In no event shall wage rates be increased if the food service operation has not made a profit during the fiscal year in question as reflected in the audit supplied by the District's accounting firm. In no event shall the percentage increase in wages for the Food Service Department Staff exceed the percentage increase received by other employees in the negotiating unit during any school year.

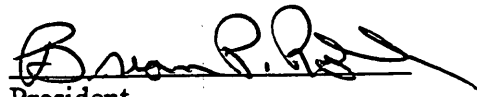


FOR THE DISTRICT:

  
Superintendent of Schools

Dated: Nov. 6, 2003

FOR THE ASSOCIATION:

  
President

Dated: Nov 6 2003