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Title: **Genesee Valley Central School District and Genesee Valley Central School Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO (2003)**

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Union: **Genesee Valley Central School Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

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LABOR AGREEMENT

between the

GENESEE VALLEY CENTRAL SCHOOL

and the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

for and on behalf of the
**GENESEE VALLEY CENTRAL SCHOOL DISTRICT
UNIT, CSEA**

July 1, 2003 - June 30, 2006

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ARTICLE I
RECOGNITION

Section 1. The Employer, having determined that the Union is supported by a majority of the support staff employees of the Genesee Valley Central School District, in a unit composed of all support staff employees of the District, with the exception of those titles listed in Article Two below, hereby recognizes the CSEA, Inc., Local 1000 AFSCME, AFL-CIO as the exclusive negotiating agent for the employees of this Unit. The Employer agrees not to negotiate with any other support staff employees' representative other than this Agreement.

Section 2. The Union affirms that it does not assert the right to strike, conduct a job action or slow down against the Employer, and it shall not cause, instigate, encourage or condone a strike, conduct a job action or slow down. The Employer agrees that it will not lockout employees during the life of this Agreement.

Section 3. The District reserves the right and retains solely and exclusively all of its inherent rights to manage the District; none of the rights set forth herein shall be used as in such ways as to violate the other provisions of this agreement or by law.

ARTICLE II
COLLECTIVE BARGAINING UNIT AND DEFINITIONS

Section 1. All non-instructional employees of the Employer shall be covered under this Agreement for negotiation and grievance purposes, excluding management, confidential, temporary employees and the following job titles:

Secretary to the Superintendent	Business Manager
District Treasurer	Cafeteria Manager
Cook/Manager	District Clerk
Transportation Supervisor	Typist-Secretary to Principal(s)
Senior Maintenance Mechanic	Maintenance Mechanic
Payroll Clerk	Purchasing Agent
Secretary of Guidance	Secretary of CSE

When the district is no longer using the above titles, they agree to place the positions back into the bargaining unit.

Section 2. Full-time Employees - Those individual employees who are hired for the entire school year (school year or twelve (12) months) and whose duties average six (6) hours per day during their employment.

Section 3. Part-time Employees - Those individual employees who are hired for the entire school year (ten (10) months or (12) months) and whose duties average less than six (6) hours per day during their employment.

ARTICLE III

DUES DEDUCTION AND AGENCY FEE

Section 1. The Employer shall deduct from the wages of employees and remit to the Union, 143 Washington Avenue, Albany, NY 12210, or to its designated agent, regular membership dues, life and sickness and accident insurance for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for the employees in the Unit. The employer agrees to submit any union-sponsored insurance premiums which such insurance company mandates be forwarded directly to the company by the employer.

Section 2. CSEA having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit, as set forth in ARTICLE 1 of this Agreement, shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies as established by CSEA and as determined by the employment status (part-time or full-time) of the employee who is not a member of CSEA in the same form and manner that he is not transmitting the dues paid by employees who are members. The fees shall be accompanied by a list indicating the names and addresses of those employees who are not members of CSEA.

Section 3. CSEA shall hold the employer harmless against any and all suits, claims and liabilities that shall arise out of or for any reason be due to any action taken in complying with the Agency Shop provision.

Section 4. The Employer agrees to handle all such deductions in as timely manner as possible. The Employer further agrees, in the event there is an unavoidable delay, all such deductions shall be made retroactively to the effective date of authorization. The Employer shall not, however, be held financially liable for any potential delay.

Section 5. On an annual basis, the Employer shall supply to the Union, a list of all employees in the bargaining unit showing the employee's full name, home address, job title and first date of employment. The union may request an updated list at any time.

Section 6. The employer agrees to deduct from the wages of any employee who is a member of CSEA-AFSCME, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time with written notice to the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE IV RIGHTS OF CSEA

Section 1. The CSEA shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employment Fair Act; under any applicable law, rule, regulation or statute; under the terms and conditions of this Agreement; to designate its own representatives; to appear before any appropriate official of the employer of the CSEA to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate; and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or by the CSEA.

Section 2. The Union and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit to administer this Agreement and to explain CSEA sponsored benefits and programs. As a courtesy, the Union will provide information to the District prior to its presentation to union membership.

Section 3. The Employer shall grant three person days for union activities. The President of the Union shall make the request to the Superintendent 72 hours prior to the leave whenever possible. Additional days may be granted at the Superintendent's discretion. The Union shall reimburse the Employer for substitutes for those days used for union activities. There shall be no accumulation of days.

Section 4. One officer or steward shall be allowed to investigate alleged grievances and appear with fellow employees at any grievance procedures when they occur. The Union will provide, on an annual basis, the employer with a list of all stewards and unit officers. If a change occurs, the Union will notify the district.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept confidential and as informal as possible.

B. Definitions:

1. The term grievance shall mean any claimed violation, misinterpretation, inequitable or otherwise improper application of the terms of this agreement.
2. If in the judgment of the Union, a grievance affects a group or class of employees, or the Union, the grievance may commence at Level Two.
3. No written grievance will be entertained and such grievance will be deemed waived unless the written grievance is filed at the first stage within twenty (20) calendar days after the employees knew or should have known or the act or condition which gave rise to the grievance.
4. Failure by either party to adhere to all time limits herein shall be deemed to be an answer in the affirmative, and shall award the grievance to the last party meeting the time limits. Such time limits may be extended by mutual agreement in writing by the Employer and the Unit President.

C. Time Limits: Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum number of days

allowed and every effort should be made to expedite the grievance by mutual agreement of the parties. "Days" shall mean calendar days.

D. Procedure:

1. Level One - Head of Area

An employee who has a grievance shall attempt to resolve the matter, with or without his or her Union representative, informally with the head of the area. In the event an employee meets and resolves any grievance without Union representation, the resolution of such grievance shall be binding upon the affected employee and the Employer, but shall have no precedential value to either party and shall not be controlling and/or binding on either party in subsequent proceedings.

2. Level Two - Superintendent

If the Grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within twenty (20) days of the date of occurrence causing the grievance or of the date the grievant could reasonably be expected to have knowledge of the occurrence, file the grievance in writing with the Superintendent. The Superintendent shall hold a grievance hearing within ten (10) calendar days after receiving the grievance. The Superintendent will communicate his decision in writing to the grievant within ten (10) calendar days after the hearing.

3. Level Three - Board

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within seven (7) calendar days of a decision at Level Two, appeal the grievance in writing to the Clerk of the Board. The Board may hold a grievance hearing within ten (10) days after receiving the appeal. Within five (5) days of the hearing, or within fifteen (15) days of receipt of the grievance, the Board will communicate its decision, in writing, to the Grievant and the Unit president. A decision at Board level has precedential value.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request that the Union submit the grievance to arbitration within twenty (20) days after receiving the request by the grievant. The parties shall then be bound by the voluntary Labor Arbitration Rules of the Public Employment Relations Board.

The parties mutually agree that the arbitrator pursuant to this contract shall be one of the available individuals. Such arbitrators shall be selected on a rotational basis.

The Association may appeal a grievance to arbitration by sending a letter to the District Clerk and American Arbitration Association ("AAA") which specifically identifies the grievance to be arbitrated and request the AAA to send to the Association and to the Board Clerk's Office, a list of 15 names of arbitrators available to hear the grievance. Within ten (10) calendar days of the date on which each party received 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 the arbitrator to be 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 15 names and the foregoing process will be repeated.

- b. The selected arbitrator shall hear the matter promptly. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the union and shall be final and binding on the parties.
- c. In the event that arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section 4 of this Article.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring same, except that if either party furnished the other party with a transcript, said costs for the transcription shall be shared equally.

E. Rights of the Parties:

1. All parties to a grievance are assured of freedom from restraint, coercion, discrimination or reprisal.
2. If the grievant is not represented by the Union, the Union shall have the right to be present and to state its views at all levels of the grievance procedure.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file to be maintained in the District Office and shall not be kept in the personnel file of any of the participants during the processing of the grievance.

4. Failure at any level of this procedure for a grievant to be given a reply within specified time limits shall constitute authority for the grievant to appeal the grievance to the next level. Time limits may be extended by mutual written agreement.
5. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
6. If the grievant, with the consent of the Employer and the Union, does not choose to be present at the grievance hearing, the Union representative may process the grievance without the grievant.

F. Miscellaneous

1. The Employer will provide the Union with copies of all grievances and the written decision at each level.
2. Forms for filing grievances shall be reproduced by the Employer and distributed to the Union to facilitate the grievance procedure.

ARTICLE VI

DISCIPLINARY PROCEDURE

Section 1. The procedure in this Article will be applicable to all employees in the unit with twelve (12) or more months of service, and is meant to replace Sections 75 & 76 of the Civil Service Law and will be used in lieu thereof. Any employee within their first ten months since appointment will not be dismissed without just cause.

Section 2. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than eighteen (18) months prior to the notice of discipline.

Section 3. The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.

Section 4. Service of notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated, shall be made registered or certified mail, return receipt requested to the employee. A copy of the notice of discipline will be served in a similar manner to the Unit President within 24 hours when penalties are proposed. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the notice of discipline to the employee.

Section 5. Upon receipt of charges, an employee shall have ten (10) calendar days to file a disciplinary grievance. Such a grievance shall be filed with the Superintendent's office.

Section 6. Within ten (10) days of the filing of a disciplinary grievance and in advance of a disciplinary hearing, the employee, with his/her Union representative shall be entitled to a meeting with the Superintendent or his designee to discuss on an informal basis, the employee's and the Employer's positions on the charges and the appropriateness of the proposed penalty. If a decision is reached by the Employer as a result of the pre-hearing conference, it must be presented, in writing, within five (5) days by certified or registered mail, return receipt requested or personal service. If there is no response within the five (5) day period, the employee or the Union shall notify the Board. The parties mutually agree that the arbitrator pursuant to this contract shall be according to the "AAA" procedure listed below:

Section 7. Within ten (10) calendar days the Board may hold a disciplinary hearing in an attempt to resolve the Notice of Discipline. The Board within ten (10) days of the hearing or fifteen (15) days of the receipt of the notice will communicate its decision to the employee and the Union, by certified or registered mail, return receipt requested or by personal service. If the Union is not satisfied with the decision, or no decision is sent by the School board, the employee or the Union may send a notice requesting their Intent to Arbitrate within twenty (20) calendar days. The notice will be sent to the Clerk of the Board, Board President and the Superintendent. Such notice is a request that an arbitrator and a hearing date be set.

The Association may appeal a grievance to arbitration by sending a letter to the District Clerk and American Arbitration Association ("AAA") which specifically identifies the grievance to be arbitrated and request the AAA to send to the Association and to the Board Clerk's Office, a list of 15 names of arbitrators available to hear the grievance. Within ten (10) calendar days of the date on which each party received 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 the arbitrator to be 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 15 names and the foregoing process will be repeated.

Section 8. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer.

Section 9. An employee may be suspended prior to the resolution of the notice of discipline only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property and/or would severely interfere with operations. The disciplinary arbitrator shall have the authority to determine whether there was probable cause for such a suspension. In no event, however, may any employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

Section 10. The disciplinary arbitrator shall render determination of guilt or innocence and the appropriateness of proposed penalties and shall have the authority to resolve a claimed failure to follow the disciplinary procedure or other violations of an employee's rights in relation to discipline. The arbitrator has full authority, however, if the remedy proposed by the Employer is inappropriate, to devise an appropriate remedy by shall not violate the terms of this Agreement.

ARTICLE VII

MEETINGS - BULLETIN BOARDS - INTERNAL COMMUNICATIONS

Section 1. The Union shall have the right to use the building at all reasonable hours for meetings subject to the approval of the Building Principal. Such approval shall not be unreasonably withheld.

Section 2. The Union shall have the right to use the internal mail system.

Section 3. The Employer will provide bulletin boards in the bus garages, kitchen, and faculty room for the use of the Union for announcements of meetings, posting of Union for announcements of meetings, posting of Union bulletins, election notices and for any and all matters relative to Union business.

Section 4. The purpose of this section shall be to provide a forum to discuss and attempt to resolve matters of mutual concern. By mutual agreement, matters resolved pursuant to this section may be placed in writing in the form of memorandum or correspondence between the parties. The parties agree to meet at least four times per year at a mutually agreed upon time to discuss matters of mutual concerns. Nothing contained herein shall prevent the parties from meeting more frequently or

less frequently than provided herein upon mutual agreement. It is understood and agreed by the parties that the District may request a meeting.

ARTICLE VIII RETIREMENT PLAN

The Employer shall provide New York State Employees' Retirement Plan 75i with Articles 60b and 41j.

ARTICLE IX REGULAR AND EXTRA BUS TRIPS

Section 1. The District shall retain the right to change or consolidate bus routes and fill the position by the most senior bidding bus driver.

Section 2. Extra trips may be taken by a regular driver, but his regular run will not count towards accrual of overtime hours if he does not drive it.

Section 3. The extra trip hourly rate shall be established at:

2003-2004 = \$12.50 2004-2005 = \$12.75 2005-2006 = \$13.00

Section 4. The Transportation Supervisor or other designee will assign extra trips by first contacting regular drivers on a rotational basis, by seniority. If the regular drivers are unable to drive, the District may call a substitute. If substitutes are also unable to drive, the trip will be assigned to regular drivers based on rotation assigning the least senior driver first. The District reserves the right to recall extra trip drivers.

Section 5. No bus driver employed by the Genesee Valley Central School District shall operate a school bus or other school vehicle when they have taken illegal drugs or when they have consumed any intoxicating beverage or alcohol within eight (8) hours immediately preceding the operation of such school bus or vehicle. If any bus driver is suspected of having taken a drug or having consumed any intoxicating beverage or alcohol within the eight (8) hour period before reporting to this work assignment or before operating a school bus or vehicle or before continuing to operate same; a test shall indicate an illegal drug or if it indicates consumption of alcohol above the legal unit rate, then such employee may be immediately dismissed. Refusal to take a breathalyzer, blood test or other medical examination or tests shall be considered just cause for dismissal.

ARTICLE X PERSONNEL FILES

Section 1. Employees have the right, upon written request to the Superintendent, to review the content of their personnel file (within 72-hours of request) in the presence of a district official selected by the Superintendent. Employees shall have the right to add material by way of explanation or response to any statement found therein. Pre-hire information shall be withdrawn from the file at the time of inspection. However, all other information shall be available for inspection and the employee will be given a copy of each document if he/she so request.

Section 2. No derogatory material shall be placed in an employee's personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. If an employee refuses to sign, the Employer is relieved of its responsibility upon delivery of one copy of the material to the Union President. The employee who has derogatory material lodged against him shall have such material deleted from his personnel file when such material has been determined untrue by normal disciplinary grievance procedures, civil court action or formal or informal hearings with representatives of the Employer.

Section 3. An individual employee, when examining personnel file, may be accompanied by representative of his choice.

Section 4. An employee may request in writing that any counseling memo of an adverse nature which is three or more years old shall be removed from the file at the district's discretion.

Section 5. The Employer agrees that there shall be no more than one personnel file on any employee covered by this agreement; except files required by law, business records, or anecdotal records which can only be used to refresh the recollection of an administration officer.

ARTICLE XI SICK LEAVE

Section 1. Each employee who works twelve months per year shall be granted twelve (12) days of sick leave per year, each employee who works ten months per year shall be granted ten (10) days of sick leave per year. Employees shall be allowed to accumulate such leave to a 200 day maximum with such leave to be applied towards time off due to illness or injury to the employee or to members

of the employee's immediate family or for doctor or dentist appointments. Of the twelve (12) days, five (5) may be immediate family days. Immediate family shall be defined for purposes of this section as spouse, domestic partner, child, mother, father, mother-in-law or father-in-law. Whenever possible, sick leave for family purposes should be shared by spouses. Sick leave may be used in one-half day segments. An employee may be requested to provide a physician's statement of illness for themselves or immediate family members after three (3) consecutive days of paid sick leave and at ten (10) day increments thereafter until the employee returns to work.

Section 2. All employees shall be granted five (5) days of personal leave per year for personal business. Except in the case of emergency, the employee must contact the Superintendent or his designee within forty-eight (48) hours prior to the employee's starting time to request and explain the use of personal leave. An emergency shall waive the forty-eight (48) hour notice requirement and shall be defined as an unforeseen event or obligation that requires the employee's immediate attention. Unused personal leave may be converted to and credited to the employee's accumulated sick leave. Personal days may not be used to extend a vacation or holiday period.

Section 3.

- A. Three (3) days leave of absence will be granted to an employee's regular rate of pay, in the event of death of the employee's or the employee's spouse's child, spouse, domestic partner, parent, parent-in-law, sibling, brother-in-law, sister-in-law, grandparents, grandparents-in-law or grandchildren. Such definition of "parent" and/or "child" shall include "step". Include "domestic partner" as immediate family for use of sick time and not for other benefits.
- B. Three (3) additional days of absence will be granted at an employee's regular rate of pay, in the event of death of the employee's spouse, child, parent or parent-in-law. Such additional days will be deducted from the employee's sick leave.
- C. One (1) bereavement day may be used at the employee's regular rate of pay, for a funeral in the event of death of either spouse's aunts or uncles, or any other relative or person residing in the same household as the employee. This day will be deducted from the employee's accumulated sick leave. Include "domestic partner" as immediate family for use of sick time and not for other benefits.
- D. Additional bereavement days may be allowed at the discretion of the Superintendent and shall be deducted from the employee's accumulated sick leave.

Section 4. DOMESTIC PARTNER DEFINITION:

In order to participate for domestic partner benefits under Article XI, Sick Leave, a domestic partner will require compliance with the parameter outlined below:

- A. Cohabitation is an exclusive commitment similar to that of marriage;
- B. Financial responsibility for each other's well-being and/or debts to third parties as evidenced by at least two of the following:
 - (i) A contractual commitment for such financial responsibility;
 - (ii) Joint mortgage, lease, ownership of a residence shared by the domestic partner;
 - (iii) Joint ownership of significant assets such as bank accounts, investment accounts, motor vehicles;
 - (iv) Designation of the domestic partner as sole beneficiary for life insurance or retirement contracts;
 - (v) Designation of the domestic partner as primary beneficiary of the insured person's will, if any has been executed;
 - (vi) Designated of power of attorney for durable property and/or health care.
- C. Neither party is legally married to any other person nor has another domestic partner;
- D. Partners are both of age of consent and are not related by blood closer than would otherwise prohibit marriage by law.

ARTICLE XII

MATERNITY LEAVE

A leave of absence may not be refused for maternity. An employee must notify the Superintendent three (3) months prior to the anticipated date such leave shall commence. This commencement date shall be left to the discretion of the employee. The length of the leave period shall be determined by the employee up to a maximum of two (2) years. Such leave will be granted up to one (1) year and may be extended for one (1) additional year by agreement between the Board of Education and the employee. If requested, a doctor's report on the employee's fitness shall be supplied prior to the employee's return to work.

XIII

VACATIONS

Section 1.

All twelve-month employees shall earn vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1 year	5 days
2 years	10 days
7 years	15 days
12 years	20 days

Section 2. Vacation time shall be awarded July 1 of each year. Employees not having one (1) year of seniority by July 1 shall accrue vacation from date of employment at the rate of one-half (1/2) day per month, not to exceed five (5) days. Only persons employed before the 15th of the month shall receive credit for the month employed.

Section 3. Any employee who has accrued vacation days at the end of the contract year that he or she has not been able to use because of the needs of the Employer, shall be paid up to five (5) unused days at his current hourly rate provided that the employee requests such payment in writing by June 1. Accumulated unused vacation days in excess of the five (5) days for which an employee may be paid may not be carried over and are deemed lost if not used by June 30th of each year unless the employee has a written waiver from the Superintendent.

It shall be the responsibility of the employee to apply to the Superintendent by June 1st for permission to carry over accumulated vacation days and to be paid for up to five (5) of his accumulated vacation days as stipulated in this section. If vacation has been approved and then the employee is required by the District to work, the District agrees to meet the affected employee within ten (10) days to reschedule the vacation at the employee's convenience within the current fiscal year.

Section 4. All vacation is subject to prior approval by the Superintendent who at his discretion may deny any vacation requests which would impede the educational mission of the District. In case of conflicts in scheduling vacation time, seniority will prevail only if the employee submitted an application for their vacation plans between July 1 and September 1 of each fiscal year. Vacation may be taken on one-half (1/2) day segments.

Section 5. Accumulated vacation time shall be paid to each employee at the time of termination of employment, pro-rated, subject to Section 3 of this Article.

ARTICLE XIV

PAID HOLIDAYS AND LEAVES OF ABSENCES

Section 1. Twelve (12) month employees shall receive the following paid holidays: New Year's Day and the day preceding, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day following, Christmas Day and the day preceding.

Section 2. When a holiday falls on a Saturday, the preceding Friday shall be taken off by the employees as a paid holiday. When a holiday falls on Sunday, the following Monday shall be taken

off as a paid holiday by the employees unless a change is agreed to by the Unit President and the Superintendent.

Section 3. In the event it becomes necessary for an employee to work on any of the above holidays or days that are specified in Section 2 above, the employee shall be paid at one and one-half (1 ½) times his normal hourly rate for all hours worked in addition to his holiday pay.

Section 4. Leaves of Absence. All benefits to which an employee was entitled to at the time the extended leave of absence commenced including unused accumulated sick leave and the right to continue the probationary period shall be restored when the employee returns.

Section 5. Any unscheduled holidays will include all employees in the bargaining unit that are granted an unscheduled holiday due to the Board of Education approved calendar changes, such holidays shall be added to the list above for that specific incident(s).

ARTICLE XV

PERMANENT STATUS AND SENIORITY

Section 1. Probationary Periods shall be as follows:

- A. Any employee hired on or before July 1, 2004 after completion of ten (10) months of probationary service shall have permanent status.
- B. Any employee hired on or after July 1, 2004 shall be subject to one (1) of the probationary periods:
 - 1. The probationary term for every permanent appointment to a permanent position from an open competitive or promotional civil service list shall be in accordance with the rules governing probationary terms as set forth in the rules of the Classified Civil Service Rules of the County of Allegany, as amended from time to time.
 - 2. Original appointment and promotional appointment to a position in the non-competitive or labor class, shall be for a probationary term of twelve (12) months.
- C. Extension of initial probationary period may occur as follows:
 - 1. Competitive employees' probationary period may be extended in accordance with the Classified Civil Service Rules of the County of Allegany.
 - 2. Non-competitive or labor class employees' probationary period may be extended an additional six (6) months provided it is rationally related to the goal of a more thorough evaluation of the probationer.

D. Upon completion of probation, an employee shall have permanent status.

Section 2. Seniority shall be defined as the length of continuous service with the employer. For layoff purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority within the department shall be the first to be laid off until the total number of employees required to decrease forces has been established. Having exhausted his seniority to displace another employee in the same job, the same promotional ladder or in titles previously held, a unit member may not displace another employee in another department.

Section 3. Recall from Layoff. Recalls to service shall be made in reverse order of layoff, up to four (4) years. The employer shall be prohibited from hiring or utilizing long term substitute employees in the department until all laid off or displaced full-time employees in that department are recalled to service.

Section 4. As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll with such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service. Seniority is not accrued for any employee off for more than four (4) months.

Section 5. Subject to the applicable provision of the Civil Service Law, if any, an employee loses his seniority when one of the following conditions occur: he resigns; he is discharged; he retires; he refuses a recall. Refusing a recall shall also be defined as not responding to a written request to begin employment served upon the employee at his last known address by certified, return receipt mail within ten (10) working days. If the employee fails to respond to the notice, he is deemed to have refused a recall. It shall be the burden of the employee to update the employer of his change of address or telephone number.

Section 6. If two or more full-time employees are hired on the same date, their relative seniority shall be determined by the order of names listed in the official minutes.

ARTICLE XVI

SALARIES

Newly hired members of the bargaining unit shall be paid no less than the starting rates shown below, all rates are per hour:

Mechanic/Driver	\$10.00	Teacher Aide	\$6.25
Food Service Helper	\$6.00	Cook	\$7.25
Cleaner	\$6.75	Custodian	\$7.75
Bus Driver	\$10.00	Cashier	\$7.00
School Nurse, LPN	\$8.00	School Nurse, RN	\$11.00

Members of the bargaining unit shall receive the following increase in their hourly rates effective July 1st of each school year:

2003-2004, 2004-2005, 2005-2006 = 3% or \$.25 (25 cents) per hour, whichever is greater. All salaries will be retroactive.

Section 7. Whenever an employee is required to substitute for a teacher for at least half a day, they shall be compensated at the Substitute Teacher rate or their rate (whichever is higher) for that time.

ARTICLE XVII

OVERTIME

Section 1. All employees shall receive overtime at the rate of time and one-half their regular rate for all time worked over eight (8) hours in a day or forty (40) hours per week inclusive of any benefit time used.

Section 2. Overtime shall be distributed equally to non-teaching employees in each department on a rotation schedule. If the employee refuses to work overtime, the refusal shall be counted as his turn at overtime in the rotation schedule and the next employee in line of seniority will be asked to work. An overtime roster shall be maintained and shall list all overtime charged to each employee. Such a roster for bus drivers shall be maintained. In the case that special job skills are required for the overtime, the employee possessing such skills shall be asked to work and the rotation schedule adjusted so that no employee shall be intentionally denied overtime work.

Section 3. When overtime work is available in a department, priority shall be given to employees in that specific department. An employee working in a specific job title shall be given preference to overtime when such work is required within that job title. If no employee volunteers for such overtime work the District may assign such work at the Superintendent's discretion.

Section 4. In the event an employee is called into work outside of his normal working hours, he or she shall receive a minimum of two (2) hours pay at time and one-half. Except in an emergency situation, all overtime must have prior approval of the Superintendent or his designee. Emergency situation as used in this section shall mean a situation in which District property or the safety of persons would be placed in peril.

Section 5. When required to do so, custodians will be paid for a two-hour building check on weekends and scheduled holidays. Whenever possible, seniority will be considered when assigning regular Saturday duties. If the District needs to assign a Custodian to work Saturday, the assignment will be made according to seniority. If there are no volunteers, assignments will be made in reverse order of seniority. The employee may be required to work during this call-in time.

Section 6. Night Custodians and Cleaners shall be paid twenty-five (.25) cents per hour shift differential for 2003-2004, and thirty-five (.35) cents per hour shift differential in 2004-2005, 2005-2006 whenever a majority of their scheduled work hours occur after 4:00 p.m. Said differential shall be paid for all hours worked.

ARTICLE XVIII

JURY DUTY

Employees shall be paid for jury duty or attendance required in court as a subpoenaed witness. The employee must provide a copy of the summons or subpoena. Other court appearances will require the use of personal or vacation time.

ARTICLE XIX

WORK IN A HIGHER CLASSIFICATION

If an employee performs work in a classification which is a higher pay grade than his own for a period of three (3) consecutive working days or more, he/she shall be paid at the rate of the higher grade for all time worked. This rate will be 5% of the employees current rate.

ARTICLE XX
JOB POSTING

Section 1. When a job vacancy or vacancies occur within the District's employment, the Employer shall be responsible for posting the announcement of such vacancy(s) at least five (5) work days prior to the date the vacancy is to be filled. Announcements of such vacancies shall contain the title of the position to be filled, minimum qualifications required for appointment, rate of pay, number of work hours per day, and the number and work locations of the vacancies.

Section 2. When such vacancies are announced as provided herein, employees who wish to be considered for appointment shall be allowed to file appropriate notice with the Superintendent, provided however that such notice must be filed within five (5) days following the announcement of the vacancy(s). Any employee who is qualified according to the specifications for the position(s) shall be considered for appointment, but the Superintendent, at his discretion, shall have the authority to recommend whomever he chooses to the Board. The Union President will be notified when the appointment is made via a copy of the unofficial Board of Education minutes.

Section 3. Nothing in this Agreement shall limit the District's right to hire temporary employees for a period of (90) days or less to fulfill the needs of the District. Temporary employees shall be hired at no less than the starting rate of pay and such appointments shall be for a defined time period and shall not replace permanent positions. Temporary employees shall not be eligible for any benefits provided under this Agreement. The Union President will be notified of any long-term substitute temporary appointments (anticipated 30 calendar days or more). Notice will include rate of pay and anticipated length of appointment.

ARTICLE XXI
HEALTH INSURANCE

Section 1.

A. The District agrees to pay one hundred (100%) percent of the annual cost, on a monthly pro-rated basis, for coverage (single or family) of the basic "Plan" of the Allegany/Cattaraugus School's Medical Health Plan for those employees as defined in Article II, Sections 2 and 3, who were

employed prior to June 30, 1997. Any employees hired after July 1, 1997, shall contribute fifteen (15%) percent of health insurance costs.

- B. The District reserves the right to select a carrier, provided that the present benefits are not diminished nor are there lapses in the coverage during any conversion. The Union must be notified in writing in advance of any proposed change of carrier.
- C. Any employee who has coverage through another policy, either their own or their spouse, will not be eligible for coverage as provided above.
- D. Any employee who is not eligible for coverage under this section, shall receive \$1,300 as a buyout for the years of this contract through June 30, 2006, if they adhere to the following procedures:
 - 1) Unit employees must file a written request with the Superintendent prior to July 1 of the fiscal year or hire date, stating that they are not eligible for coverage and seek reimbursement.
 - 2) Unit member shall receive equal payments in the first pay period in January and the last pay period in June.
 - 3) New hires shall receive a pro-rated amount if not eligible for coverage.

Section 2. The Employer shall provide short-term disability insurance through the State Insurance Fund or a comparable carrier.

Section 3. The District shall contribute \$350 (three hundred fifty dollars) for all years of this contract through June 30, 2006, for full-time employees, and a prorated amount for part-time employees in each contract year to the Genesee Valley IRS-125 (Cafeteria Plan).

Section 4. The District shall establish a flexible spending Cafeteria Plan under Section 125 of the IRS code based on the plan language attached hereto as Exhibit A. The District shall pay the cost of administration of the plan. Permanent employees shall be allowed to contribute up to \$1,000 per year for medical and/or \$5,000 per year for childcare. Probationary employees shall be allowed to contribute up to \$500 for medical and/or \$2,500 for child care. The District will retain all funds which are forfeited under the plan.

Section 5. Effective August 1, 1997, the Employer shall participate in and pay the full premium cost of the CSEA Employee Benefit Fund Platinum - 12 Plan, for the purpose of providing optical coverage to all unit members. Spouses who are both employed by the District will only be eligible for one optical plan between them.

ARTICLE XXII
COPIES OF AGREEMENT

The Employer shall reproduce and provide all members of the bargaining unit with copies of this Agreement. The Union shall also be provided with five (5) copies. The cost of reproducing such documents shall be borne by the Employer.

ARTICLE XXIII
RETIREMENT AND TERMINATION BENEFITS

The District will make a retirement payment to all retirees based upon their accrued sick leave days (limited to 200 days). The sick leave days will be reduced to sick leave hours based upon the employee's final average daily hours worked. The number of hours shall be multiplied by the labor grade base per hour in effect in the year of retirement under the "new employees" section of the pay schedule. The bonus shall be capped at \$4,000. In order to qualify for payment, the employee must notify the Superintendent, in writing, no later than six (6) months prior to the effective date of his retirement of the school year in which he shall retire. The bonuses shall be paid in the first payroll check of the year following retirement and will reflect the employee's closing sick leave balance.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local, or any regulation or rule promulgated by the Commissioner of Education or the Board of Regents, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement shall not be affected.

Section 2. If a determination or decision is made per Section 1 of this Article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

**ARTICLE XXV
NON-DISCRIMINATION CLAUSE**

Section 1. Whenever the context so requires, the use of the words herein the singular shall be construed to include the plural and words in the plural, the singular and the words whether in the masculine or feminine genders shall be construed to include both of said genders. By the use of either masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE XXVI
DURATION**

This agreement shall be in effect from July 1, 2003 through June 30, 2006.

**ARTICLE XXVII
MISCELLANEOUS PROVISIONS**

Section 1. **BREAKS** - Employees who work six (6) or more hours per day will be provided with a work break of fifteen (15) minutes duration in each half of their work day. In addition, employees who work six (6) or more hours per day will be provided with an unpaid lunch break of at least one-half (1/2) hour to a maximum of one (1) hour duration, away from and free from job duties.

Section 2. **JOB DESCRIPTIONS** - Upon receiving written request, any employee shall be provided with a copy of their job description currently on file in the Allegany County Civil Service Office. Employees will not be required to do out of title work but may be requested to do so.

Section 3. **EMERGENCY CLOSING DAYS** - In the event of an emergency closing day, all twelve - month employees shall report to work.

Section 4. **PERFORMANCE EVALUATIONS** - The performance of each member of the Unit shall be evaluated, in writing, by the Superintendent or his designee on a regular basis. In no event shall less than one (1) evaluation be completed in a school year. The employee shall receive a copy of said evaluation and will be given five (5) days to comment in writing to the evaluation. Any employee

comments will be attached to the evaluation and placed in the personnel folder. Evaluations shall be completed on forms to be developed by mutual agreement between the parties.

Section 5. **TUITION REIMBURSEMENT** - The District will reimburse school-related costs including tuition, books and mileage for employees who successfully complete courses required by the District. Attendance at such course requires pre-approval by the Superintendent.

Section 6. **BUS DRIVER LICENSE REIMBURSEMENT** – The district agrees to reimburse all regular bus drivers for the cost of their drivers license after they have completed six-months of employment with the district.

SIGNATURES

IN WITNESS WHEREOF, the parties of this Agreement have caused this Agreement to be executed this 25 day of May, 2004.

Shawn J. Bliven
Unit President

Michael H. Taylor
Superintendent