

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Depew Union Free School District and Depew School Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Erie County Educational Local 868 (2003)**

Employer Name: **Depew Union Free School District**

Union: **Depew School Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Erie County Educational Local 868**

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

PERB ID Number: **4878**

Unit Size: **100**

Number of Pages: **74**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

GEN
4878

AGREEMENT

BETWEEN

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL
1000, AFSCME AFL-CIO
THE DEPEW SCHOOL UNIT,
ERIE COUNTY EDUCATIONAL
LOCAL #868,**

AND THE

DEPEW UNION FREE SCHOOL DISTRICT

2003-2006

RECEIVED

DEC 21 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

100



Table of Contents

	<u>Page</u>
ARTICLE 1 RECOGNITION	2
ARTICLE 2 DEFINITIONS & INTERPRETATION & LEGAL EFFECT	5
ARTICLE 3 UNION CHECK OFF	11
ARTICLE 4 RIGHTS OF CSEA	12
ARTICLE 5 RIGHTS OF THE EMPLOYER	14
ARTICLE 6 RIGHTS OF THE EMPLOYEES	15
ARTICLE 7 GRIEVANCE PROCEDURES	16
ARTICLE 8 DISCIPLINE FOR JUST CAUSE	21
ARTICLE 9 SALARY INCREMENTS AND LONGEVITY INCREMENTS	23
ARTICLE 10 HOURS OF WORK	26
ARTICLE 11 MEDICAL INSURANCE	29
ARTICLE 12 RETIREMENT PLAN	32
ARTICLE 13 HOLIDAYS	33
ARTICLE 14 FUNERAL LEAVE	35
ARTICLE 15 PERSONAL LEAVE	36
ARTICLE 16 VACATIONS	37
ARTICLE 17 SICK DAYS	40
ARTICLE 18 EMERGENCY CLOSING	43
ARTICLE 19 USE OF PERSONAL CARS	45
ARTICLE 20 REDUCTION IN FORCE	46
ARTICLE 21 OUT OF TITLE WORK	47
ARTICLE 22 POSTING PROCEDURES	47
ARTICLE 23 SENIORITY	48
ARTICLE 24 LEAVE OF ABSENCE WITHOUT PAY	51
ARTICLE 25 GENERAL CONSIDERATIONS	52
ARTICLE 26 RETIREMENT	55
ARTICLE 27 SUBCONTRACTING	55
ARTICLE 28 VOLUNTEER FIREMAN	56
ARTICLE 29 WORK SCHEDULE FOR MAINTENANCE	57
ARTICLE 30 DISABILITY BENEFITS FOR CAFETERIA EMPLOYEES	57
ARTICLE 31 MISCELLANEOUS	57
ARTICLE 32 DENTAL INSURANCE	60
ARTICLE 33 DURATION	62
APPENDIX A APPLICATION FOR HEALTH INSURANCE COVERAGE	63
APPENDIX B CSEA SALARY SCHEDULE - SALARIED EMPLOYEES	64
APPENDIX C CSEA SALARY SCHEDULE - HOURLY EMPLOYEES	67
APPENDIX D CSEA SALARY SCHEDULE - CAFETERIA EMPLOYEES	69
APPENDIX E RECOGNIZED PRACTICES	71

AGREEMENT

This Agreement is by and between the Superintendent of Schools of the Depew Union Free School District on behalf of the Board of Education of Depew Union Free School District, hereinafter referred to as the "District", and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO the Depew School Unit, Erie County Educational Local 868 hereinafter referred to collectively as the "CSEA".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

- 1.1 The District agrees that the CSEA represents the following full-time and permanent part-time non-teaching personnel:

Senior Library Clerk
Clerk-Typist
Senior Clerk-Typist

Senior Clerk Stenographer
Clerk-Steno

Senior Data Processing Control Clerk
Data Processing Control Clerk
Head Custodian
Maintenance Custodian
Custodian
General Mechanic
Maintenance Mechanic Crew Chief
Automotive Mechanic
Automotive Mechanic Crew Chief

Cleaner
Lunch Room Monitor
Cook
Assistant Cook
Food Service Helper
Senior Account Clerk
Account Clerk Typist

Payroll Clerk
Telephone Operator
Monitor (Child Aide)
Dely. Service Chauffeur
Laborer
Audio Visual Technician
Copy Machine Operator

- 1.2 The period of unchallenged representation status for the CSEA shall be for the maximum period under the law.
- 1.3 In accordance with the Public Employees Fair Employment Law, Article 14 of the Civil Service Law, recognition is for the purpose of representing the above mentioned non-teaching personnel in negotiations and in the settlement of grievances.
- 1.4 CSEA affirms that it does not assert the right to strike against the District, to cause, instigate, encourage or condone any strike or to impose an obligation upon its membership to do the same.
- 1.5 Specifically excluded from this Agreement are all elected officials, Superintendent, Assistant Superintendent, all other district administrators, all employees covered by other

bargaining units in the District, secretary to the Superintendent and part-time secretary to the Superintendent, secretary to the Assistant Superintendent and secretary to the Business Official.

1.6 Contract negotiations for successor agreements will commence pursuant to the law of the State of New York.

1.7 Negotiations for a successor to this Agreement shall begin by one party giving the other party notice that it desires to open negotiations for a successor to this Agreement. The notice shall be accompanied by a list of the notifying party's negotiations team members and also by ten (10) copies of the notifying party's initial proposals for changes to this Agreement. Such notice shall be given no earlier than March 1st of the final fiscal year of this Agreement, and shall be given no later than May 1st of that fiscal year. The first negotiations meeting shall take place on a mutually agreeable date not later than the thirtieth (30th) calendar day after the date on which the notice is given. Ten (10) copies of the other party's proposals shall be presented at that first meeting. The time limits set forth in this section may be extended by written mutual agreement of the parties, which will not be unreasonably withheld.

ARTICLE 2
DEFINITIONS & INTERPRETATION & LEGAL EFFECT

2.1 Definitions

2.1.1 “District” means the Depew Union Free School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) authorized to act on behalf of the District.

2.1.2 “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.

2.1.3 “Superintendent of Schools” means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent.

2.1.4 “Association” means Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO, the Depew School Unit, Erie County Educational Local 868, and applies to all persons authorized by the Association to act on its behalf.

2.1.5 “Employee” means a person in a position included in the unit described in this Agreement, including a “regular substitute” employee, but does not mean such a

person who is a temporary employee. As used in this paragraph, “temporary employee” means both: (i) an employee hired to replace an incumbent employee who is absent or is on vacation; and (ii) an employee hired to fill a position which itself will exist only on a temporary basis (i.e., less than six (6) months) by reason for the source of its funding or other reason. The District shall give the Association written notice of each temporary employee hiring.

2.1.6 “Party” means the District or the Association.

2.1.7 “Parties” means the District and the Association.

2.1.8 “Agreement” means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

2.1.9 “Amendment” means a change in the provisions of this Agreement made during its term by mutual consent of the parties.

2.1.10 “Fiscal Year” means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.

2.1.11 “Execution Date” means the date identified as such under the heading “SUBSCRIPTION” of this Agreement which shall be the date on which the

parties both sign this Agreement or, if the parties sign on different dates, then the latest dates on which party signs.

2.1.12 “Active Payroll” includes only the time when the employee is being paid for working, is on paid leave time pursuant to this Agreement, or is being paid Workers Compensation Law benefits for time lost from work, as opposed to the time when the employee is on unpaid status such as absent, on unpaid leave or on layoff.

2.1.13 “Unit” and “negotiating unit” each means the employer-employee negotiating unit as set forth in Article 1 of this Agreement.

2.1.14 “Working day” means a day when the person required to take action (an employee or an official of the District as the case may be) is normally scheduled to work.

2.1.15 “School year” means the period from and including September 1st of one (1) calendar year through and including June 30th of the immediately succeeding calendar year.

2.1.16 “Seniority “ means length of employment by the District measured from the employee’s date of hire.

2.1.17 "Date of Hire" - Shall be the earlier of (a) the day the employee actually began work, or (b) the day the employee was first appointed by the Board of Education.

2.1.18 For the purposes of Articles 15, 21 and 22, the Departments of the District shall be: Buildings and Grounds, Cafeteria, Central Office, Clerical, Transportation, Mechanics and Education, with the understanding that Education will encompass the positions of Monitor (excluding School Lunch Monitor), Aide and Library Clerk.

2.2 Duration. The term of this Agreement beginning at 12:01 a.m. on July 1, 2003 and shall end at midnight on June 30, 2006, unless a successor Agreement has not been concluded by the later date. Each provision of this Agreement goes into effect when the term of this Agreement begins unless the provision in question expressly states a different beginning date in which case such different date shall apply.

2.3 Amendments and Waivers. 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. 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; however, this shall not preclude negotiating for a successor to this Agreement. Further, this shall

not be construed to be a waiver of the Association's right to object to a unilateral change to a "term or condition of employment" as that phrase is used in the "Taylor Law."

2.4 Interpretation and Legal Effect. Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

2.4.1 A word used in the one gender applies also to the other gender.

2.4.2 A word used in the singular number applies also in the plural.

2.4.3 Language in this Agreement is to be construed as strictly against one party as against any other. It is immaterial which party suggested it.

2.4.4 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 reference.

2.4.5 Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by registered or certified mail or telegram addressed to him at Depew Union Free School District.

- 2.4.6 Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.
- 2.4.7 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.
- 2.4.8 Neither party is obligated to continue any practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement, including its Appendix E. The party intending to discontinue a practice shall provide the other party notice to that effect not later than ten (10) working days before the effective date of the discontinuance.
- 2.4.9 Except when a particular provision of this Agreement expressly says otherwise, no provision of this Agreement shall be construed to require the District to guarantee to any employee any type, amount or period of work.
- 2.4.10 Any provision of this Agreement which cites 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 having the force or effect of law. 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.

2.4.11 This Agreement supersedes any rule, regulation, or practice of the District the continuance of which would violate an express provision of this Agreement.

ARTICLE 3 UNION CHECK OFF

- 3.1** Upon the presentation of current membership dues authorization cards as signed by the individual employees, the District shall deduct bi-weekly from the wages of each employee those monies designated. The District hereby agrees to transmit said monies to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. The individual employee and the Association waive all rights and claims for said monies deducted and transmitted in accordance with the dues authorization and hereby relieve the District and its officers from any liability thereof.
- 3.2** The District agrees within thirty (30) days after the hiring or termination of an employee, it will furnish the CSEA with the name and “work address” of said employee.
- 3.3** Commencing the first payroll period in September and for the next twenty (20) consecutive pay periods, dues shall be deducted in an equal amount.

3.4 Agency Shop. CSEA, having been recognized and certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA. The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, NY 12210. This deduction will be accompanied by a list indicating the name and address of those employees who are not members of CSEA. CSEA agrees to hold the Depew Union Free School District safe and harmless because of said deductions.

**ARTICLE 4
RIGHTS OF CSEA**

4.1 The CSEA shall have unchallenged representation status with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, under the terms and conditions of this Agreement, to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, manage and govern its own affairs; and to pursue all objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents.

- 4.2** The CSEA shall have the sole and exclusive right to pursue any matter or issue under the grievance and appeal procedures in this Agreement; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.
- 4.3** Representatives of the CSEA not employed by the District shall have the right to visit employees at work as long as such visit does not interfere with the employee's work. Representatives shall report their presence to the Building Principal prior to visiting said employees.
- 4.4** In each school, a bulletin board shall be provided and maintained for the exclusive use by the CSEA at each time clock location to post CSEA material as long as such material is not derogatory or controversial. A copy of said material shall be delivered to the Superintendent of Schools prior to posting.
- 4.5** Permission shall be granted for use of school buildings for CSEA meetings as approved by the Superintendent provided that such meetings will not interfere with normal operations of school.
- 4.6** There shall be a Labor-Management Committee consisting of up to three (3) members of the District and up to three (3) members designated by the CSEA. Such committee shall meet as needed up to three (3) times per year to discuss problems of a mutual nature and to discuss creation or modification of job titles due to changes in duties or function. Within six (6) months following any such meeting, the Committee shall make advisory

recommendations to the Superintendent of Schools regarding the reallocation of any title it believes should be placed in a higher salary grade because of the change in job duties and functions. The Superintendent shall review the recommendations of the Committee for presentation to the Board of Education for action.

ARTICLE 5 RIGHTS OF THE EMPLOYER

- 5.1** Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the CSEA in the determination of terms and conditions of employment affecting employees in the recognized bargaining unit and enter into a written Agreement with CSEA encompassing those terms and conditions of employment.
- 5.2** Association Cooperation and Managerial Rights. The Association agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this Agreement and the provisions of the highest standards of service to the educational community. Except to the extent specifically limited by this Agreement, 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 rights 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 layoff, 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. Nothing in this Article 5 shall constitute a waiver of the Association's statutory rights.

ARTICLE 6 RIGHTS OF THE EMPLOYEES

- 6.1** Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.
- 6.2** Employees may join and take an active role in the activities of the CSEA without fear of any kind of reprisals from the Employer or its agents.

**ARTICLE 7
GRIEVANCE PROCEDURES**

7.1 Definitions.

7.1.1 A grievance is a tenable claim that a specific provision of this Agreement has been violated or misapplied.

7.1.2 An employee is any individual with the collective bargaining unit covered by this Agreement.

7.1.3 A grievant is an employee or group of employees who submit(s) a grievance. A grievant may also be the CSEA when it submits a grievance.

7.1.4 The appropriate administrator is the individual who took the action alleged to have violated or been a misapplication of this Agreement. If the administrator did not take the action being grieved, the appropriate administrator is the immediate superior of the subordinate who took such action.

7.2 Submission of Grievances.

7.2.1 An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules. He may choose his own representative or appear alone in a

grievance or appeal proceedings with the exception that CSEA must be permitted entrance to all formal proceedings and must be informed immediately of any decision surrounding the case.

- 7.2.2 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the appropriate administrator.

- 7.2.3 If the grievance has not been informally resolved, it shall be submitted to the appropriate administrator in writing on a form provided by the District. The statement shall identify the grievant, the provision of this Agreement involved in the grievance, the time and place and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the facts forming the basis of the grievance and redress sought by the aggrieved.

- 7.2.4 An employee filing a grievance pursuant to this Agreement shall be deemed to have irrevocably waived the right to pursue the fact pattern of that grievance in any other forum, whether it be administrative, such as the Public Employment Relations Board, or judicial, such as a court. Further, any employee filing a complaint against the District in any forum other than that provided hereunder for the processing of grievances shall be deemed to have irrevocably waived any right to pursue the fact pattern of that complaint under this grievance procedure.

- 7.2.5 The grievant (or in the case of a group grievance, an employee who is a representative of the group) shall participate and appear at all steps of the grievance procedure. Should the grievance proceed to binding arbitration, all employees listed on the grievance form as grievants, and all necessary witnesses who are District employees, may participate for the purpose of offering testimony, provided that no more than two (2) such employees may attend the hearing at any one time.
- 7.2.6 A grievance shall be considered waived unless the aggrieved party files the grievance within five (5) working days after the grievant knew or should have known of its occurrence.
- 7.2.7 An employee or group of employees within the same department may submit a grievance which affects each individually or collectively to their appropriate administrator.
- 7.2.8 The Unit President or his designee shall be afforded a reasonable amount of time during the normal work day for attendance at grievance meetings. Prior approval must first be secured from the Superintendent of Schools.

7.3 Grievance Procedures.

7.3.1 Stage One. The appropriate administrator shall respond in writing within eight (8) working days specifying the reason(s) for granting or denying each written grievance filed. This response will be in writing on the form filed under Section 7.2.3 of this Article 7, with attached sheets as necessary in the judgment of the administrator involved. If the aggrieved party and/or his designated representative is not satisfied with the administrator's answer, or if no answer is received within eight (8) working days after submission of the grievance, the grievant may appeal to the Superintendent of Schools within five (5) working days after the answer is received or the eight (8) days expire.

7.3.2 Stage Two. The Superintendent of Schools or his designated representative shall, upon appeal, confer with the aggrieved party or his designated representative within ten (10) working days. The Superintendent of Schools shall render to the above-mentioned parties a written disposition of the grievance within ten (10) working days after the conference.

7.3.3 Stage Three. If the Union and the aggrieved party are not satisfied with the resolution offered at Stage 2, and if the Union determines the grievance to be meritorious, then within ten (10) work days following the date of the Superintendent's written decision, the Union shall give notice of its decision to submit a grievance to binding arbitration by sending a letter to the American

Arbitration Association (“AAA”) with a copy to the District. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Union and to the District a list of twenty (20) names of arbitrators competent in the area of the grievance. If no mutual selection for an arbitrator results from utilization of this first list, the AAA shall send the parties a second list of twenty (20) arbitrators different than those on the first list. The arbitration proceeding shall be otherwise governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that the said rules do not conflict with this Agreement.

7.3.4 The selected arbitrator will hear the grievance promptly and will issue his report not later than the thirtieth (30th) calendar day from the date of the closing of the hearing, or if oral arguments have been waived by both parties, then from the date the final statements and proofs are submitted to him/her. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.

7.3.5 The Arbitrator may not add to, subtract from or otherwise change this Agreement in any way in reaching a decision. The decision of the arbitrator shall be final and binding on all parties.

7.3.6 The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other costs incident to the arbitration shall be borne by the party which incurred them.

7.3.7 Any of the above time limits may be extended through mutual written agreement of the parties. No request for an extension of time limits will be unreasonably denied.

ARTICLE 8 DISCIPLINE FOR JUST CAUSE

8.1 The District will not dismiss, suspend without pay, formally reprimand in writing or fine an employee, following the expiration of his or her non-promotional probationary period, without just cause. In the event the District takes one or more of these actions against a permanent employee, then the employee and the Association, as applicable, may utilize the grievance and arbitration procedures set forth in Article 7 of this Agreement. This provision is in lieu of and constitutes an express waiver by the Association and each permanent employee of any and all rights and protections which may otherwise be available in any other forum pursuant to Sections 75 and 76 of the New York State Civil Law, as amended, or any successor thereto, and will preclude the employee or the Association from proceeding on the matter in any other forum, be it a court, the Public Employment Relations Board, the State Division of Human Rights, the Equal Employment Opportunity Commission, or any other judicial or administrative forum

whatsoever, in recognition that proceeding under this Article constitutes a binding election of remedies and choice of forum. For purposes of this Article 8, a “promotion” means any advance by an employee to a higher paying position without a break in service.

8.2 Discipline for Unexcused Absences

8.2.1 If the District perceives that an employee’s absence or leaving early from work represents a problem, it will meet with the employee to receive the employee’s explanation, if any. The employee may elect to have a Union representative present at any such meeting.

8.2.2 After the meeting described in paragraph 8.2.1 above, the District may either initiate disciplinary action or place the employee on a six (6) month time and attendance review period pursuant to the terms of a counseling memorandum. Any employee disciplined hereunder pursuant to Section 8.1 of this Article 8 may utilize the grievance and arbitration procedure in Article 7 of this Agreement.

8.2.3 If an employee in receipt of a counseling memorandum as described in paragraph 8.2.2 above is not disciplined by the District pursuant to this Article 8 within eighteen (18) months of the date of the memorandum, it will be expunged from the employee’s personnel record

ARTICLE 9
SALARY INCREMENTS
AND LONGEVITY INCREMENTS

9.1 Salary increments prescribed for the various grades in the salary schedule shall be granted effective July of each year for employees appointed prior to January 1 of the same calendar year.

9.2 Longevity increments shall be granted to full-time employees after the 5th, 10th, 15th, 20th, 25th year as follows:

5 years of service	\$275
10 years of service	350
15 years of service	600
20 years of service	850
25 years of service	1,250

Longevity increments shall be granted on the employee's anniversary date of employment.

9.3 If an employee works four (4) hours or more per day as a part-time employee and then is moved to a full-time position, all such time worked will be considered full-time for purposes of eligibility for longevity increments.

9.4 Compensation Upon Promotion to a Higher Paying Position.

9.4.1 Part-Time Position to a Part-Time Position or Full-Time Hourly Position. When a part-time employee is promoted or otherwise appointed to a higher paying part-time or full-time hourly position, he or she shall be placed on the hourly

wage step of the new position nearest to his or her former wage step provided such step is at least equal to the former step enjoyed.

9.4.2 Part-Time Position or Full-Time Hourly Position to Full-Time Salaried Position.

When a part-time or full-time hourly employee is promoted or otherwise appointed to a higher paying full-time salaried position, he or she shall be placed on the salary step of the new position nearest to the base amount earned by such employee in his or her hourly position over the last twelve (12) month period provided that the new salary to be paid is at least equal to the wages previously earned.

9.4.3 Full-Time Salaried Position to Full-Time Salaried Position. When a full-time employee is promoted or otherwise appointed to a higher paying full-time position, he or she shall be placed on the salary step of the new position nearest to his or her former salary step provided such new step is at least equal to the former step enjoyed.

9.4.4 Vacation Benefits Upon Promotion. Full-time employees promoted or appointed to a higher paying full-time position shall suffer no loss of vacation benefits on account of placement at any lower step in the higher paying position. Part-time employees promoted or appointed to a higher paying full-time position or part-time position, shall only be entitled to receive the vacation benefits which

would ordinarily be enjoyed by a full-time employee or part-time employee occupying the step to which he or she is placed.

9.4.5 Notwithstanding anything to the contrary in this Article 9 of the Agreement, if a cafeteria employee is promoted within the Cafeteria Department, the employee will be placed on the first step of the classification to which promoted which will result in an increase of not less than twenty-five cents (\$.25) per hour.

9.5 General Pay Increases. All salaried employees covered under this contract shall be paid pursuant to and consistent with the salary schedules set forth in Appendix B-1 for the 2003-2004 fiscal year, Appendix B-2 for the 2004-2005 fiscal year, Appendix B-3 for the 2005-2006 fiscal year, the provisions of this Article 9 and other applicable Articles of this contract.

9.6 All employees paid on an hourly rate, except Cafeteria employees, shall be paid pursuant to and consistent with the schedules set forth in Appendix C-1 for the 2003-2004 fiscal year, Appendix C-2 for the 2004-2005 fiscal year, Appendix C-3 for the 2005-2006 fiscal year, the provisions of this Article 9 and other applicable Articles of this contract.

9.7 All cafeteria employees shall be paid pursuant to and consistent with the salary schedules set forth in Appendix D-1 for the 2003-2004 fiscal year, Appendix D-2 for the 2004-2005 fiscal year, Appendix D-3 for the 2005-2006 fiscal year, the provisions of this Article 9 and other applicable Articles of this contract.

**ARTICLE 10
HOURS OF WORK**

10.1 The normal work week shall be five (5) consecutive days, Monday through Friday.

10.1.1 The normal work week for high school custodians ONLY shall be five (5) days between Monday and Saturday.

10.2 Summer Cleaning. Cleaners shall be assigned and scheduled to work during summer recess only as required to complete summer cleaning. Such work that is scheduled shall be first offered to cleaners within the unit in order of seniority before hiring any substitutes or temporary employees to perform such work.

10.2.1 During the summer recess, lunch period shall be established by the District after consultation with the employees affected.

10.3 Overtime. All hours worked in excess of forty (40) hours in any normal work week shall be paid for at the rate of time and one-half (1 ½). For purposes of this Section, all paid leaves, except sick leave, will count as time worked.

10.4 The Board of Education shall pay an amount equal to the difference between the employee's daily salary and daily jury duty paid by the court (not including travel allowances and reimbursement of expenses) for each day on which the employee reports for or performs jury duty on which he/she otherwise would have been scheduled to work.

- 10.5** All employees who have completed their regular shifts and have left school premises and who are later called back to work shall be guaranteed a minimum of two (2) hours pay. Call back pay shall be calculated at time and one-half (1 ½) if the time computes to over forty (40) hours per week. This section shall not apply when an employee is called in for more than one (1) hour consecutive with the start of his or her normal shift.
- 10.6** Head Custodians shall receive one thousand fifty dollars (\$1,050) per year for checking their buildings when school is not in session, or officially closed due to emergency conditions. This amount will in no way impair or change Section 10.5 of this Article. It shall be the responsibility of the Head Custodian to make sure that his/her building is checked on weekends and holidays.
- 10.7** Employees of the District who work less than six (6) hours per day at least ten (10) months per year are defined as part-time employees.
- 10.8** The hours of work for all full-time day workers (except transportation, clerical and cafeteria) shall start between 6:00 a.m. and 8:00 a.m. and end between 2:30 p.m. and 4:30 p.m. (an eight (8) hour work day) subject to change semi-annually by the District within its sole discretion upon thirty (30) days notice to any employee affected. Starting times for transportation employees will be selected on the basis of seniority, provided the needs of the District are met thereby. The Crew Chief and Bus Mechanics shall have a thirty (30) minute, unpaid lunch period. A senior employee's request for a particular

starting time will not be denied as a disciplinary measure. When such changes as described herein are made during the summer recess, the interval between the beginning and end of the day shift shall remain eight and one-half (8 ½) hours.

10.9 Night custodians, 3rd shift, will receive a twenty-five cent (\$.25) per hour differential.

Third shift custodians' hours of work will be 11 p.m. to 7 a.m. daily with a paid half (½) hour lunch.

10.10 During summer recess, Winter recess, spring recess and staff days, full-time, a clerical employee shall be allowed to work 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m. at the employee's supervisor's option.

10.11 Other full-time Custodial and Maintenance staff who are scheduled to work other than their day shift shall receive fifteen cents (\$.15) per hour in addition to their regular hourly rate of pay.

10.12 Teacher Aides may be required to attend all staff development days and shall receive their normal hourly rate of pay for all hours in attendance on such staff development days. Furthermore, Teacher Aides may be required to attend inservice classes outside their normal work hours and shall receive their normal hourly rate of pay for all hours attendance at such inservice classes.

10.13 The summer hours of work for full-time, second shift custodian in the Terrace Building shall start at 8:30 a.m. and end at 5:00 p.m. (an eight hour workday). The provisions of items 2 and 6 of Appendix E shall not apply to the Terrace Building for July or August for the time period from 5:00 p.m. to 6:30 p.m. (or to 7:30 p.m. to accommodate lease to daycare provider), but shall apply for the remainder of the year for Terrace and all other District Buildings.

**ARTICLE 11
MEDICAL INSURANCE**

11.1 The District will bear ninety-five percent (95%) of the premium cost for an employee's single or family coverage, as the case may be, under the District's Blue Cross & Blue Shield Health Insurance Standard Hospital Plan 42/43 with riders for dependents to age twenty-three (23), ambulance service, inpatient treatment of alcohol and substance abuse, out of area hospital benefits; Medical Surgical Plan 60/61 with riders for ambulatory care, dependents to age twenty-three (23), out of area medical benefits, emergency medical care, outpatient EKG, major medical (one hundred dollar (\$100) deductible with dependents to age twenty-three (23) rider) prescription drug riders one dollar (\$1)/five dollar (\$5) copay with mail order option and dependents to age twenty-three (23) rider.

11.1.1 The aforementioned plan shall only be available to current employees enrolled in such plan as of September 1, 2000.

- 11.1.2 Employees currently enrolled in this plan who elect during any open enrollment period to participate in an alternative HMO plan offered by the District or the health insurance buyout program shall thereafter be precluded from reenrolling in the traditional plan at the District contribution rate described herein.
- 11.2 The District will bear one hundred percent (100%) of the cost of premiums of any HMO currently offered to employees by the District for full-time employees.
- 11.3 Any employee hired on or after September 1, 2000 or any current employee enrolled in an HMO plan now offered by the District or who are participating in the health insurance buyout program may elect to participate in the traditional Blue Cross/Blue Shield program described in the paragraph above. However, the additional cost between the most expensive HMO offered by the District and the traditional BlueCross/Blue Shield plan shall be deducted from the employee's paychecks in equal amounts.
- 11.4 The District shall pay forty-seven and one-half percent (47.5%) of the cost of premiums for the traditional Blue Cross/Blue Shield described in Section 11.1 above for part-time employees.
- 11.5 The District shall pay fifty percent (50%) of the cost of premiums of any HMO currently offered to employees by the District for part-time employees.
- 11.6 Furthermore, the terms of Section 11.3 above shall also apply.

11.7 The District shall, in accordance with the following schedule, pay the cost of health insurance premiums for an employee who retires at age fifty-five (55) or older from the District with at least ten (10) years of full-time continuous service to the District:

1st year of retirement	75% of full cost
2nd year of retirement	50% of full cost
3rd year of retirement	50% of full cost

11.8 The above Section 11.7 applies to part-time employees who retire at age fifty-five (55) or older with at least fifteen (15) years of continuous service to the District.

11.9 Any employees (including cafeteria employees) on Workers' Compensation who exhaust their sick leave shall have their Health Insurance Plan (including dental coverage) fully paid by the employer for the period of their disability or for two (2) years, whichever is less.

11.10 All new employees hired after March 11, 1983 (exclusive of unit members on lay-off) shall execute and submit the Application form required in Appendix A attached to this Agreement to become eligible for health care coverage.

11.11 Effective July 1, 1993 any full-time employee who is eligible for and elects not to subscribe to family medical coverage shall receive a payment of seven hundred dollars (\$700) during the month of October for each year of the contract in which he does not subscribe.

Effective July 1, 1993 any full-time employee who is eligible for and elects not to subscribe to single medical coverage shall receive a payment of three hundred fifty dollars (\$350) during the month of October for each year of the contract in which he does not subscribe.

11.11.1 If such an employee later elects to enroll, he is treated as a new employee (for insurance purposes) and added to coverage immediately upon approval of his application for coverage. Any money paid as an incentive under this section shall be repaid on a monthly pro-rata basis. The above incentive will be pro-rated on a monthly basis for new employees who are appointed during the school year, as well as for employees who retire or are otherwise separated from employment during the school year.

ARTICLE 12 RETIREMENT PLAN

- 12.1** The employer shall provide the employees covered under this contract with retirement benefits of the New York State Retirement System known as the Improved Twenty (20) Year Career Retirement Plan (Section 75i).
- 12.2** The employer shall provide for application of unused sick leave as additional service credits upon retirement. (Section 41j of the New York State Social Security and Retirement Law.)

**ARTICLE 13
HOLIDAYS**

13.1 Paid Holidays. Except for those workers listed in Section 13.6, employees shall receive the following paid holidays:

Independence Day	Christmas Day
Labor Day	Day before New Year's
Columbus Day	New Year's Day
Presidential Election Day	Patriot's Day
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Floating Holiday
Day before Christmas	Martin Luther King's Birthday

13.2 In order to be eligible for the above paid days, the holiday must fall within the employee's work period, and any employee not in paid leave status or who requests sick leave without appropriate proof of illness must work his/her regular work hours on his/her last scheduled work day immediately preceding the holiday and his/her regular hours on his/her first scheduled work day immediately following the holiday. If the holiday falls on Saturday or Sunday, the District agrees that employees, so eligible for said holiday, shall receive an extra day's pay or compensatory day off in lieu thereof.

13.3 Part-time and full-time employees who are not regularly employed during the Winter recess shall receive Christmas Day and New Year's Day as paid holidays.

13.4 Employees defined as part-time shall receive holiday pay in accordance with their regular daily rate of pay.

13.5 Each part-time and ten (10) month employee who works his/her last scheduled work day before Independence Day and/or Labor Day and his/her first scheduled work day following Independence Day and/or Labor Day shall receive holiday pay for such holidays in accordance with the hours he/she worked immediately prior to the observed holiday.

13.6 The cafeteria staff: including but not limited to lunchroom monitor, cooks, assistant cooks, and food service helpers shall receive the following paid holidays in accordance with their regular daily rate of pay:

Thanksgiving Day
Patriots Day
Christmas Day
Good Friday
Memorial Day

**ARTICLE 14
FUNERAL LEAVE**

14.1 All employees shall be eligible for up to five (5) work days off with pay for bereavement immediately following a death in his or her immediate family.

14.2 The immediate family shall include father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

14.3 All employees shall be eligible for up to three (3) work days off with pay for bereavement immediately following the death of a grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and any other relative living in the same household.

14.4 Any school holiday and/or recess period which falls within any bereavement period denoted above shall be considered as part of that bereavement period and shall not result in bereavement pay unless such employee was scheduled to work on or during such holiday or recess period which falls within the bereavement period. Where the bereavement period during a holiday or recess period is insufficient to provide a complete consecutive bereavement period, the employee affected may use the unexpended portion of the bereavement leave provided in this Article to complete his or her period of bereavement.

**ARTICLE 15
PERSONAL LEAVE**

- 15.1** Full-time employees shall be granted three (3) work days personal leave and such entitlement may be used in one-half (½) day increments.
- 15.2** Part-time employees shall be granted two (2) work days personal leave and such entitlement may be used in one-half (½) days.
- 15.3** A written application for a personal leave day must be submitted to the appropriate administrator at least one (1) day in advance except in the event of an emergency when a shorter notice may be acceptable. "Personal Business" means an activity that requires an employee's presence during the business day and is of such a nature that the matter cannot be handled except during work hours.
- 15.4** Such days shall be non-cumulative, but unused days shall be added annually to the employee's accumulated sick leave.
- 15.5** The cafeteria staff, including but not limited to lunch room monitors, cooks, assistant cooks, and food service helpers shall receive two (2) personal leave days per year. These days are non-cumulative and cannot be converted to a sick days. However, upon five (5) working days notice in writing to the cafeteria manager, an employee may convert such a day to paid vacation which may only be taken during time when school is officially in recess, such as during the Winter, Thanksgiving or Spring recesses.

15.6 A personal leave request may be denied by the Superintendent if granting the number of personal leave requests for a given time period would interfere with the efficient operation of the District.

**ARTICLE 16
VACATIONS**

16.1 Full-time employees shall be entitled, upon completing twelve (12) months of continuous service, to vacation with pay as follows:

Years of Service	Vacation Time
1 year	5 days
2 years	10 days
3 years	11 days
4 years	13 days
5 years	17 days
10 years	20 days
15 years	25 days
20 years	30 days

16.2 Ten (10) month employees who work six (6) hours or more per day, after their anniversary date of one (1) year, are entitled to vacation pay as follows:

Years of Service	Vacation Time
1 year	5 days
2 years	10 days
4 years	11 days
6 years	12 days
8 years	13 days
10 years	15 days
15 years	20 days
20 years	25 days

Section 16.2 employees must take their accumulated vacation time when students are not in attendance (Winter, Spring recess, etc.) or at other times with permission of the Superintendent of Schools.

16.3 Employees who work less than six (6) hours per day at least ten (10) months per year and who have more than one (1) year of service, shall receive vacation time in the amount of hours normally worked in a week. After five (5) years of service, the employees shall receive two (2) weeks of vacation time in the amount of hours normally worked in two (2) weeks.

16.4 Employees must request vacation time at least three (3) weeks in advance. However, the Superintendent may grant other requests if in his judgment such vacation request does not interfere with work loads. -

16.4.1 Twelve (12) month employees may not take vacation during the last week prior to the commencement of a new school year or during the first week of a new school year.

16.4.2 Vacation requests may be denied by the Superintendent if the number of vacation requests for a given time period interferes with the efficient operation of the District. Any such denial will be based on the dates the vacation requests are submitted.

- 16.4.3 Subject to the restrictions in paragraph 16.4.1, at least one (1) clerical employee and one (1) custodial employee per school will be allowed to take vacation in any given week.
- 16.5 This article shall not apply to cafeteria staff, including but not limited to lunch room monitors, cooks, assistant cooks and food service helpers, who shall receive no vacation benefits.
- 16.6 Upon death, retirement or other type of separation from service, except for dismissal following disciplinary action, an employee, his/her designated beneficiary or estate shall be paid for all unused vacation days including those days earned in the year in which one of the above events occurs at the daily rate of pay the employee was receiving on the date he/she left the employment of the District. The employee or his/her designated beneficiary shall be paid the monies generated from the unused vacation days in a separate check on the pay day following the aforementioned date. Where payment must be made to an employee's estate, such payment shall be made on the pay day after receipt of proof of appointment of a legal representative.
- 16.7 If a paid holiday falls within the vacation period of an employee, the vacation days of the employee shall only be reduced by the number of days that fall within the vacation period of such employee which the employee would have worked during such period and would

not otherwise have been considered paid holidays as set forth in Article 13 of this contract.

**ARTICLE 17
SICK DAYS**

- 17.1** Full-time twelve (12) month employees will be allowed fourteen (14) sick days per year, accumulative to a total of one hundred eighty (180) days. Accumulation shall be raised to two hundred (200) days only for the purpose of placing unused personal leave days on sick leave.
- 17.2** Full-time ten (10) month employees will be allowed eleven (11) sick days per year, accumulative to a total of one hundred eighty (180). Accumulation shall be raised to two hundred (200) days only for the purpose of placing unused personal leave days on sick leave.
- 17.3** Regular part-time employees shall be entitled to six (6) days sick leave per year, accumulative to a total of ninety (90) days.
- 17.4** The Board has a right to request a physician's statement after three (3) consecutive days of absence or after two (2) occasions of the use of sick leave immediately before or after a holiday or weekend within thirty (30) calendar days of the first such use.

17.5 After five (5) years or more of service, if more sick days are needed during a particular school year because of sickness or accident than the number of days accrued by an employee at the time of such request, the District will permit use of that employee's unaccrued annual allowance of sick days.

17.6 Absence of an employee due to sickness in the employee's family will be counted against the employee's sick time.

17.7 On the Job Injury.

17.7.1 If an employee is disabled on the job and unable to work and is found to be qualified for workers' compensation benefits, the employee shall be paid the employee's regular wage with no loss in salary for the first ten (10) days. If, after ten (10) days, the employee is still unable to work, the employee may use his/her accumulated sick leave days.

17.7.2 If the employee receives a wage settlement from the N.Y. State Workers' Compensation Board, and if the District is reimbursed by the Compensation Board for the sick leave that the employee used, then the sick leave days will be restored. Sick leave restorations following absences covered by workers compensation will be calculated by prorating the total amount the District is reimbursed against what the employee was actually paid by the District during the absence. For example, if an employee is off work a total of 4 weeks-representing

20 work days-the employee would receive 10 days of full pay without charge to accumulated sick leave plus 10 of his/her sick days. If the employee were paid \$600 per week by the District for a total of \$2,400 for the 4 week period of absence, and the District were reimbursed \$400 per week for a total of \$1,600 for the same 4 weeks, the employee would have restored 66.67% (\$1,600 divided by \$2,400) of the 10 sick leave days he/she used or 6.5 days (6.66 rounded to the nearest ½ day, because a ½ is the minimum a person can be charged).

17.7.3 If an employee is required to attend a compensation hearing during his regular working hours, there shall be no loss in his/her regular pay.

17.8 Bargaining unit members may apply one-half (½) of a sick day against their sick day entitlement. In no event, however, shall less than one-half (½) of a sick day be granted regardless of the length of the absence from said employee's duties. Absences greater than one-half (½) day shall result in the use of a full day of sick leave.

17.9 Any cafeteria staff member who is absent for any amount of time during each of three (3) consecutive working days must provide a physician's statement to his or her immediate supervisor. This article shall not otherwise apply to cafeteria staff, including but not limited to lunch room monitors, cooks, assistant cooks and food service helpers, who shall receive no sick leave benefits.

17.10 Each employee covered under this contract who accrues more than one hundred eighty (180) days shall be paid for each day between the one hundred eighty-first (181st) day and three hundredth (300th) day in a separate check on the pay day following the date the employee retires at the daily rate of pay the employee was receiving on the date of his/her retirement.

17.11 Each full-time employee covered under this Agreement shall receive a sick leave incentive for restricted use of sick leave during the fiscal year. The incentive shall be paid on the second pay day in July of each year as part of the regular check of each employee who meets the conditions set forth below.

<u>Days of Sick Leave</u>	<u>Full-time 12 Month</u>	<u>Full-time 10 Month</u>	<u>Part-time 12 Month</u>	<u>Part-time 10 Month</u>
zero (0) days	\$525.00	\$425.00	\$275.00	\$235.00
one-half (½) day	\$475.00	\$385.00	\$250.00	\$212.50
one (1) day	\$425.00	\$345.00	\$225.00	\$190.00
one and one-half (1½) days	\$375.00	\$305.00	\$200.00	\$170.00
two (2) days	\$325.00	\$265.00	\$175.00	\$150.00

**ARTICLE 18
EMERGENCY CLOSING**

18.1 When a school building is officially closed due to emergency conditions prior to the beginning of the school day, only those employees who are notified by their immediate supervisors shall report to work. However, any employee occupying the position of Custodian, Head Custodian, Maintenance Custodian, Laborer or Maintenance Mechanic Crew Chief will report for work unless he or she is notified by his or her immediate

supervisor not to so report. In the event that there is a driving ban declared by appropriate municipal authority, such employees will not be expected to so report for the duration of the ban, unless the District has duly obtained an excuse for those employees from the said municipal authority. If the ban is lifted before the midpoint of such an employee's shift, the employee will report and be paid at the overtime rate for the duration of the shift; otherwise, the employee will not be expected to report. Further, if an employee is unable to leave his/her home because he/she is "snowed in," the employee will not be expected to report unless the District arranges for the employee to be transported to work. Any employee present for work at the time a school building is officially closed due to emergency conditions will report to his or her immediate supervisor for instructions concerning whether he or she will be released from work.

- 18.2** If an employee appears for work and school is closed at a later time during his or her shift, such employee shall be compensated as if he or she worked the entire shift.
- 18.3** Only those employees set forth in Section 18.1 who report for work after notification and fulfill their respective duties will be compensated. Those employees who are required to work under Section 1 shall be compensated at a rate of time and one-half (1 ½).
- 18.4** When school is in session and then is officially closed due to emergency weather conditions, office staff members as well as the cafeteria staff shall leave (1) hour after students are dismissed.

18.5 Any employee employed on an hourly rate, excluding cafeteria workers, will be paid based on the employee's normal work hours for one (1) emergency day per year in the event that school is officially closed due to emergency conditions prior to the beginning of the school day. Thereafter, the District will permit hourly employees to utilize vacation or personal days without prior approval on days school is officially closed due to emergency. On days when the buildings of the District are officially closed due to weather or other emergency, salaried employees who are not required to come into work will receive their regular compensation without charge to accrued leave.

**ARTICLE 19
USE OF PERSONAL CARS
FOR SCHOOL BUSINESS**

19.1 During the time an employee is using his/her car for school business, not Union business, he shall be covered by the Employer's insurance. Any trip exceeding twenty (20) miles one (1) way must receive prior approval from the Superintendent.

19.2 An employee directed by his/her supervisor to use his personal car for school business shall be compensated at the Internal Revenue Service per mile rate for zero (0) to fifteen thousand (15,000) miles. No employee shall be required to use his/her personal car if he/she chooses not to do so.

**ARTICLE 20
REDUCTION IN FORCE**

- 20.1** Employees in the competitive class shall have displacement and recall rights as provided under the Civil Service Law, rules and regulations. An employee not within the competitive class shall have the right to replace another employee not within such class, providing, however, that he or she has greater seniority and is qualified to perform the work.
- 20.2** Employees not within the competitive class shall have the right to recall for a period not to exceed two (2) calendar years. Said recall period shall commence with the first (1st) day of layoff. Recall shall be done in accordance with seniority.
- 20.3** Advance notice of layoff for all employees will be two (2) weeks except in extreme emergencies.
- 20.4** All temporary employees in any one (1) classification shall be laid off first. No permanent employee in any one (1) classification shall be laid off while a temporary employee is still on the payroll.

**ARTICLE 21
OUT OF TITLE WORK**

21.1 When an employee is directed in writing to perform the duties normally performed by an employee holding a position with a higher title, he or she shall, after two (2) continuous days of working in such title be paid at the rate of the higher title. Such pay shall apply from the first (1st) day such work is performed.

**ARTICLE 22
POSTING PROCEDURES**

22.1 All jobs within the recognized bargaining unit shall be posted for a period of five (5) working days. A vacant position shall be posted concurrently at each time clock location. Seniority (either departmental or District as the case may be) shall prevail in awarding the job. If no one within the department in which the vacancy exists bids the opening, employees from the other departments shall have the right to be considered for the job. The job bid will show the title of the job, range of pay, location of work, hours of work. Any employee wishing to bid on such a position shall do so by sending a letter of interest to the Superintendent of schools.

22.2 Subject to Section 22.4, all jobs will be awarded in accordance with departmental seniority. If no one in the department involved bids the job, district seniority shall prevail in awarding the job, providing the minimum qualifications are met.

- 22.3** The school will not have to post temporary jobs (any opening that is being filled because the person originally holding said position is on sick leave, vacation, leave of absence or receiving any other contractual benefit).
- 22.4** Employees in competitive class positions, full and part-time, shall be appointed in accordance with the Erie County Civil Service Commission rules.
- 22.5** When any vacant or newly created bargaining unit position is posted during the winter, spring and summer recesses, the District will mail a copy of the posting notice to the Union President. The posting period for positions posted during a summer recess will be fourteen (14) calendar days.
- 22.6** If a cafeteria employee is promoted and subsequently desires to return to the position from which promoted, the employee must notify the cafeteria manager in writing within fifteen (15) days after the effective date of the promotion, where upon the employee will be returned to the original position.

**ARTICLE 23
SENIORITY**

- 23.1** Competitive Class Employees. Seniority for competitive class employees shall be the length of such employee's continuous service from his or her date of first permanent appointment in the classified service.

- 23.2** Continuous service for a competitive class employee is broken by voluntary resignation, discharge for just cause and retirement, except that if such employee is reinstated or reappointed to the classified service within one (1) year of his or her resignation, there shall be no break in continuous service for such employee.
- 23.3** When a position within a competitive title is abolished or reduced in rank or salary grade, the employee within such title with the least seniority shall be laid off or demoted as the case may be. Prior to such layoff or demotion, the employee affected may displace or bump the least senior employee in the next lower competitive title in direct line of promotion to the position abolished (i.e. senior clerk-typist to clerk-typist). If there are no occupied positions in such lower title, the employee affected may then displace the least senior employee serving in a competitive title position in which the employee affected last served on a permanent basis prior to service in the abolished position, provided that (1) service in the former title was satisfactory and (2) the salary grade of such position is lower than the grade of the abolished position. In all cases, the bumping employee must have greater seniority than the employee so displaced.
- 23.4** The District and Union acknowledge that this Section is intended only as a general explanation of the rights provided to competitive class employees under Civil Service Law and regulations which shall remain controlling in all events.
- 23.5** Non-Competitive and Labor Class Employees.

23.5.1 District Seniority for non-competitive and labor class employees shall be the length of such employee's continuous service with the District from the date of his or her last appointment by the Board. Among such employees district seniority shall be the factor in determining layoffs and recall provided physical ability and minimum qualifications are otherwise equal.

23.5.2 Departmental Seniority for non-competitive and labor class employees shall be the length of such employee's continuous service in a particular department of the District (e.g. buildings and grounds or cafeteria) from the date of his or her appointment or assignment to such department. Among such employees departmental seniority shall be the factor in determining promotions and demotions provided physical ability, aptitude and qualifications are otherwise equal.

23.5.3 Seniority rights for non-competitive and labor class employees will continue to accrue while such employees are on approved sick leave. Leaves of absence without pay shall not accrue further seniority credit.

23.5.4 Seniority shall be broken by discharge for just cause, voluntary resignation, absence from work for three (3) consecutive work days without calling in (except in an emergency), layoff for more than two (2) years, or failure to report within five (5) work days after being recalled from layoff (except in an emergency). If

an employee who voluntarily resigns is rehired within one (1) year, his/her seniority shall be restored to the level it was at the time he/she left.

23.5.5 Unless otherwise controlled by Civil Service Rule or Regulation, determination of preference between employees having a common appointment date shall be by random lot provided physical ability, aptitude and qualifications are otherwise equal.

ARTICLE 24 LEAVE OF ABSENCE WITHOUT PAY

- 24.1** An employee may apply in writing to the Board of Education for a leave absence without pay for a period of either six (6) months or a period of one (1) calendar year only. Any such application must include the employee's reason for the leave requested. Upon application by the employee, the Board of Education may extend such leave by an additional period of six (6) months or one (1) calendar year.
- 24.2** Unpaid leaves of absence for periods of less than six (6) months may be granted by the Board, in its discretion, to those employees who are absent from their duties due to personal reasons or temporary medical disability where full recovery is expected within such shorter period following the date of disability onset or the date on which all paid sick leave is exhausted by such employee.

24.3 Upon submission of a statement from an employee's or his/her relative's physician, as applicable, or a certificate of birth or adoption, as the case may be, justifying the absence, any employee not covered by Family and Medical Leave Act will be granted up to twelve (12) weeks leave under the provisions of this Article.

**ARTICLE 25
GENERAL CONSIDERATIONS**

25.1 All employees covered by this Agreement shall receive a statement on or before October 31 of each year including, at minimum, the employee's current position, salary and/or rate of pay, accrued and current sick leave, personal leave credited, allowable vacation days, longevity, unused personal leave days added to sick days, "start date" for current appointment, employer's contribution (if any) to the premium for the employee's health insurance and the identity of the plan selected by the employee.

25.2 On the effective date of this Contract, the District shall supply to the CSEA Depew School Bargaining Unit a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided upon reasonable request. The District shall supply to the Union, upon reasonable request, the name, work location and date of hire of all new employees. In addition, the District shall supply a list of those employees in the

bargaining unit who terminated their employment with the District. The list shall include the work location of the terminated employee.

- 25.3** The District shall complete and give to the Unit President an updated CSEA seniority list on or before September 30 of each year of the contract showing the following information if applicable: (1) employee's name and title, (2) temporary appointment date, (3) original appointment by Board meeting date, (4) original appointment effective date, (5) appointment to current position by Board date, and (6) appointment to current position effective date. If no grievance is filed within eight working days of September 30 of that year, the seniority list shall be deemed final and not subject to any later grievances.
- 25.4** Conferences. The Union shall be granted a total of five (5) days leave per year with pay to be allocated among its members, without charge to accumulated credits, for the purpose of attending the CSEA Annual Convention, a meeting of the CSEA Board of Directors or other meetings and official functions as called by the Region VI CSEA President. An additional seventeen (17) days leave per year without pay shall be granted to the Union and allocated among its members to conduct business if required.
- 25.5** The CSEA shall receive a total of twelve (12) hours per month without loss of pay to conduct Union business. Such time would be exclusive of time spent in grievance meetings.

25.6 The CSEA President or his designee will have freedom of movement to conduct and handle organization business provided he/she contacts the applicable supervisor, if available, prior to visiting any employee during the employee's working hours and he/she checks out/in of his/her own school building in the general school office on the building's official sign in/out sheet noting his/her destination and must also sign in/out on the building's official sign in/out sheet for the buildings he/she wishes to enter to conduct business, including the building of his/her work location. The applicable supervisor will not be considered to be "available" for purposes of this Section 25.6 when he/she is not at work or on any leave or vacation. He/She shall not be required to state the reason of his/her visit to anyone but such business shall not interfere with the employee's work, or the safe operation of that building or the District. He/she will be required to punch in/out on the time clock for Union business.

25.7 Each employee must punch in at the beginning of and punch out at the end of his/her scheduled work shift. Each employee shall be entitled to a daily one-half (½) hour unpaid lunch period and will not be required to punch in or out for that lunch period providing that if an employee persistently exceeds the one-half (½) hour lunch period, the District reserves the right to require such an employee to punch out/in for the lunch period.

25.8 The District shall provide the CSEA President one (1) copy each of the following items as they become available: (1) the agenda for the regular Board meeting as provided to

the Principals; (2) the approved and corrected Board minutes; (3) copies of all collectively negotiated contracts between the District and other bargaining units of the Depew Union Free School District; and (4) the District staff directory.

**ARTICLE 26
RETIREMENT**

26.1 Full-time employees with at least fifteen (15) years of service in the District who retire after having notified the District in writing one hundred twenty (120) days in advance thereof shall receive seventy-five dollars (\$75.00) per year of credited service. Part-time employees with at least fifteen (15) years of service in the District who retire after having notified the District in writing sixty (60) days in advance thereof shall receive twenty-five dollars (\$25.00) per year of credited service.

**ARTICLE 27
SUBCONTRACTING**

27.1 It is recognized that the contracting of work that is presently performed by the employees covered under this Agreement is of mutual concern of the District and the Union. When the contracting of duties presently performed by the employees covered under this Agreement is being considered by the District, the District agrees to notify the Union of the impending contract and discuss the impact of that decision on the affected employees with the Union.

27.2 During the term of this contract, the District shall not subcontract its cafeteria operation.

In consideration of such prohibition, the following express conditions will apply:

27.2.1 This prohibition against the subcontracting out of cafeteria operations is limited solely to the term of this Agreement and will not survive beyond the contract expiration date notwithstanding the requirements of Civil Service Law Section 209-a(1)(e).

27.2.2 Upon expiration of this contract, the District may enter into a subcontract covering its cafeteria operations without prior negotiations with the Union concerning its decision to subcontract such services. In such event, the District shall only be obligated to negotiate the impact of such decision on employees affected. If no such contract is awarded within (1) year following the expiration of this Agreement, this paragraph (Section 27.2.2) shall no longer apply.

ARTICLE 28 VOLUNTEER FIREMAN

28.1 Those employees who are volunteer firemen shall be allowed to respond to a fire or first aid call made by the volunteer firemen's dispatcher during working hours without reduction in pay when such action does not seriously interfere with the operation of the District. An employee leaving on such a call must notify his or her immediate supervisor and may not utilize a District vehicle to respond to the call without the permission of said supervisor.

**ARTICLE 29
WORK SCHEDULE FOR MAINTENANCE**

29.1 The District shall standardize work schedules (hours of work) for the maintenance staff wherever possible.

**ARTICLE 30
DISABILITY BENEFITS
FOR CAFETERIA EMPLOYEES**

30.1 The District shall provide for disability benefits to all cafeteria employees, including but not limited to lunch room monitors, cooks, assistant cooks, and food service helpers in accordance with the New York State Disability Benefits Law (Article 9 Workers' Compensation Law). The cost of the premiums of any insurance policy providing such coverage shall be assumed by the District.

**ARTICLE 31
MISCELLANEOUS**

31.1 The District shall provide the Maintenance Crew with gloves, tools, hard hats, and foul weather gear which they will be required to appropriately maintain and utilize only during their working hours or while traveling to or from work.

31.2 The automotive crew chief, the custodians, the head custodians, the bus mechanics, the maintenance custodians, the maintenance mechanic crew chief and laborers shall be reimbursed up to one hundred dollars (\$100) each September for the purchase of

District-approved safety workboots or shoes, which they will be required to appropriately maintain and wear daily only during their working hours or while traveling to or from work upon presentation of receipts therefor.

31.3 The District may require employees by job title to wear District-provided uniforms attire which the employees will be required to appropriately maintain for use only during the employee's working hours or while traveling to or from work.

31.4 Use of Substitutes for Cafeteria Employees. When a cafeteria employee is absent from work, a temporary substitute will be hired to perform the duties of such absent employee where such work must be performed.

31.5 Summer Youth Employment and Training Program.

31.5.1 Before any new Summer Youth Employment and Training Programs are sought by the employer, the employer shall discuss such program with C.S.E.A. and the president of the Union in order to protect the jobs of their regular employees which may be affected by the implementation of such programs.

31.5.2 A Summer Youth Employment and Training Program employee will not work more than six (6) hours per day.

31.6 Assignment of Work Duties of Absent Employees. The District will first offer an absent employee's work to any other employee(s) in the absent employee's job title for the first ten (10) days of said employee's absence before the District may call in a substitute to do that work. The following terms will apply:

31.6.1 The District will determine the work necessary to be reassigned.

31.6.2 An employee who accepts such a reassignment must work the total number of days required.

31.6.3 The daily hours of the absent employee so reassigned may be split between two (2) employees in the absent employee's job title, provided the hours are split equally.

31.6.4 If the daily hours of the absent employee so reassigned are split equally between two (2) employees, the resulting daily schedule for each of them will remain constant for the entire number of days required.

31.6.5 Once an employee has been offered and refused such an assignment on three (3) consecutive occasions, the District will not be obligated to offer the employee a subsequent assignment to such work until the employee notifies his/her supervisor in writing on a form provided by the District that the employee is willing to accept such work.

31.6.6 This Section shall not apply to Cafeteria employees.

31.7 The District shall reimburse cafeteria employees up to one hundred dollars (\$100) per year upon presentation of receipts for the purchase of District-approved uniform items, including shoes.

31.8 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. No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. The previous sentence in no way diminishes the parties' rights to negotiate benefits that exceed those defined in law where such is permitted by that law. If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision.

ARTICLE 32 DENTAL INSURANCE

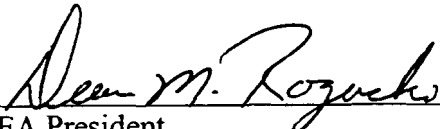
32.1 The District will pay eighty-five percent (85%) of the premium cost for single or family coverage, as the case may be, under its GHI Option 3 Preferred Dental Plan.

- 32.2** The Employer agrees to pay one-half (½) of the percentage costs set forth in this provision for all part-time employees who enroll in the Dental Insurance Plan outlined in Section 32.1 of this Article 32.
- 32.3** Any full-time employee who is eligible for and elects not to enroll in family dental coverage shall receive payment of one hundred dollars (\$100) during the month of October for each year of this Agreement in which he/she does not enroll in dental coverage.
- 32.4** Any full-time employee who is eligible for and elects not to enroll in single dental coverage shall receive payment of fifty dollars (\$50) during the month of October for each year of this Agreement in which he/she does not enroll in dental coverage.
- 32.5** If the employee later elects to enroll, he/she will be treated as a new employee (for insurance purposes) and added to coverage immediately upon approval of his/her application for coverage. Any money paid as an incentive under this section shall be repaid on a monthly pro-rata basis.
- 32.6** The above incentives will be pro-rated on a monthly basis for new employees who enter service during the school year, as well as for employees who retire or are otherwise separated from employment during the school year.

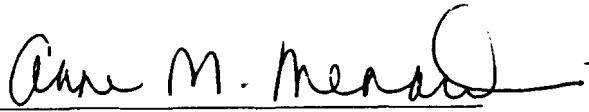
**ARTICLE 33
DURATION**


33.1 This Agreement shall become effective on the date it is signed, except with respect to those provisions which contain an earlier or later effective date, as to which such dates shall be controlling, and shall continue in full force and effect until June 30, 2006 except as otherwise specifically indicated or provided by law.

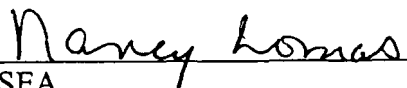
For the CSEA


CSEA President


CSEA Labor Relations Specialist

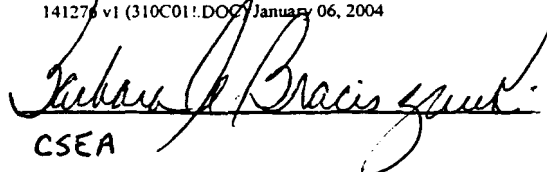

CSEA


CSEA

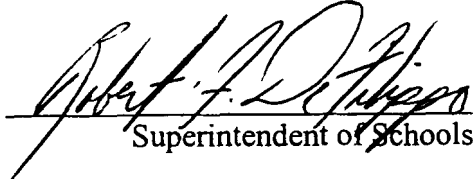

CSEA

Collective Bargaining Specialist

141276 v1 (310C011.DOC) January 06, 2004


CSEA

For the District


Superintendent of Schools

**APPENDIX A
APPLICATION FOR
HEALTH INSURANCE COVERAGE**

- 1) _____, AM A DEPEW UNION FREE SCHOOL DISTRICT EMPLOYEE AND WISH TO BE A MEMBER OF: BLUE CROSS AND BLUE SHIELD PLAN OR EQUIVALENT OR A HMO.
- 2) EFFECTIVE DATE OF COVERAGE IS TO BE _____.
- 3) MY SPOUSE IS EMPLOYED BY _____ AND HEALTH INSURANCE COVERAGE IS NOT PROVIDED BY THE EMPLOYER.
- 4) I ATTEST, WITH THE KNOWLEDGE OF JEOPARDIZING MY HEALTH INSURANCE COVERAGE, THAT MY FAMILY IS NOT COVERED UNDER ANY OTHER HEALTH INSURANCE PLAN, AND REALIZE THAT IT IS MY RESPONSIBILITY TO INFORM THE DISTRICT AS TO ANY CHANGES IN MY FAMILY'S INSURANCE COVERAGE OR I WILL BE LIABLE FOR REPAYMENT TO THE DISTRICT OF ALL PREMIUMS PAID FROM DATE OF DOUBLE COVERAGE.

SIGNATURE _____

STATE OF NEW YORK)
COUNTY OF ERIE)SS:

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

**CSEA SALARY SCHEDULE
APPENDIX B-1
SALARIED EMPLOYEES^{1/}**

2003-2004

Title	1	2	3	4	5	6
Clerk Typist	21,896	23,647	24,732	25,889	26,972	27,751
Copy Machine Operator	23,128	24,976	26,150	27,378	28,586	29,408
Payroll Clerk	27,244	29,417	30,885	32,358	33,896	34,874
Sr. Clerk Typist	28,456	30,729	32,205	33,611	35,347	36,365
Data Process Control Clerk	28,456	30,729	32,205	33,611	35,347	36,365
Account Clerk Typist	28,579	30,866	32,333	33,805	35,338	36,357
Sr. Account Clerk	29,116	31,439	32,910	34,381	35,916	36,953
Clerk-Steno	29,607	31,883	33,356	34,766	36,495	37,547
Head Custodian	34,110	36,833	37,999	39,161	40,316	41,479
Day Custodian	30,691	33,148	34,313	35,470	36,628	37,786
2nd Shift Custodian	31,246	33,700	34,865	36,024	37,182	38,341
3rd Shift Custodian	31,617	34,071	35,236	36,396	37,552	38,708
General Mechanic	37,454	40,455	41,615	42,781	43,935	45,095
Maintenance Custodian	32,607	35,214	36,376	37,531	38,698	39,859
2nd Shift Maintenance Custodian	33,162	35,766	36,930	38,089	39,251	40,413
Laborer	21,723	23,461	26,171	27,433	29,415	29,841
2nd Shift Laborer	22,275	24,014	26,724	27,988	29,968	30,402
Audio Visual Technician	24,574	25,759	27,621	31,017	32,317	33,809
Delivery Service Chauffeur	22,070	23,807	26,514	27,776	29,758	30,105
Sr. Data Process Control Clerk	29,267	31,539	33,014	34,422	36,157	37,199
Sr. Clerk Steno	30,415	32,694	34,165	35,572	37,305	38,381
Automotive Crew Chief	37,162	40,095	42,099	43,572	45,319	46,449
Maintenance Mechanic Crew Chief	37,162	40,095	42,099	43,572	45,319	46,449
Automotive Mechanics	30,961	33,148	34,313	35,470	36,628	37,786

^{1/} Any employee appointed as High School Head Custodian will receive a \$750.00 annual stipend.

**CSEA SALARY SCHEDULE
APPENDIX B-2
SALARIED EMPLOYEES^{2/}**

2004-2005

Title	1	2	3	4	5	6
Clerk Typist	22,498	24,297	25,412	26,601	27,714	28,514
Copy Machine Operator	23,764	25,663	26,869	28,131	29,372	30,217
Payroll Clerk	27,993	30,226	31,734	33,248	34,828	35,833
Sr. Clerk Typist	29,239	31,574	33,091	34,535	36,319	37,365
Data Process Control Clerk	29,239	31,574	33,091	34,535	36,319	37,365
Account Clerk Typist	29,365	31,715	33,222	34,735	36,310	37,357
Sr. Account Clerk	29,917	32,304	33,815	35,326	36,904	37,969
Clerk-Steno	30,421	32,760	34,273	35,722	37,499	38,580
Head Custodian	35,048	37,846	39,044	40,238	41,425	42,620
Day Custodian	31,535	34,060	35,257	36,445	37,635	38,825
2nd Shift Custodian	32,105	34,627	35,824	37,015	38,205	39,395
3rd Shift Custodian	32,486	35,008	36,205	37,397	38,585	39,772
General Mechanic	38,484	41,568	42,759	43,957	45,143	46,335
Maintenance Custodian	33,504	36,182	37,376	38,563	39,762	40,955
2nd Shift Maintenance Custodian	34,074	36,750	37,946	39,136	40,330	41,524
Laborer	22,320	24,106	26,891	28,187	30,224	30,662
2nd Shift Laborer	22,888	24,674	27,459	28,758	30,792	31,238
Audio Visual Technician	25,250	26,467	28,381	31,870	33,206	34,739
Delivery Service Chauffeur	22,677	24,462	27,243	28,540	30,576	30,933
Sr. Data Process Control Clerk	30,072	32,406	33,922	35,369	37,151	38,222
Sr. Clerk Steno	31,251	33,593	35,105	36,550	38,331	39,436
Automotive Crew Chief	38,184	41,198	43,257	44,770	46,565	47,726
Maintenance Mechanic Crew Chief	38,184	41,198	43,257	44,770	46,565	47,726
Automotive Mechanics	31,535	34,060	35,257	36,445	37,635	38,825

^{2/} Any employee appointed as High School Head Custodian will receive a \$750.00 annual stipend.

**CSEA SALARY SCHEDULE
APPENDIX B-3
SALARIED EMPLOYEES^{3/}**

2005-2006

Title	1	2	3	4	5	6
Clerk Typist	23,117	24,965	26,111	27,333	28,476	29,298
Copy Machine Operator	24,418	26,369	27,608	28,905	30,180	31,048
Payroll Clerk	28,763	31,057	32,607	34,162	35,786	36,818
Sr. Clerk Typist	30,043	32,442	34,001	35,485	37,318	38,393
Data Process Control Clerk	30,043	32,442	34,001	35,485	37,318	38,393
Account Clerk Typist	30,173	32,587	34,136	35,690	37,309	38,384
Sr. Account Clerk	30,740	33,192	34,745	36,297	37,919	39,013
Clerk-Steno	31,258	33,661	35,216	36,704	38,530	39,641
Head Custodian	36,012	38,887	40,118	41,345	42,564	43,792
Day Custodian	32,402	34,997	36,227	37,447	38,670	39,893
2nd Shift Custodian	32,988	35,579	36,809	38,033	39,256	40,478
3rd Shift Custodian	33,379	35,971	37,201	38,425	39,646	40,866
General Mechanic	39,542	42,711	43,935	45,166	46,384	47,609
Maintenance Custodian	34,425	37,177	38,404	39,623	40,855	42,081
2nd Shift Maintenance Custodian	35,011	37,761	38,990	40,212	41,439	42,666
Laborer	22,934	24,769	27,631	28,962	31,055	31,505
2nd Shift Laborer	23,517	25,353	28,214	29,549	31,639	32,097
Audio Visual Technician	25,944	27,195	29,161	32,746	34,119	35,694
Delivery Service Chauffeur	23,301	25,135	27,992	29,325	31,417	31,784
Sr. Data Process Control Clerk	30,899	33,297	34,855	36,342	38,173	39,273
Sr. Clerk Steno	32,110	34,517	36,070	37,555	39,385	40,520
Automotive Crew Chief	39,234	42,331	44,447	46,001	47,846	49,038
Maintenance Mechanic Crew Chief	39,234	42,331	44,447	46,001	47,846	49,038
Automotive Mechanics	32,402	34,997	36,227	37,447	38,670	39,893

^{3/} Any employee appointed as High School Head Custodian will receive a \$750.00 annual stipend.

CSEA SALARY SCHEDULE

**APPENDIX C
HOURLY EMPLOYEES**

2003-2004 - Appendix C-1						
Title	1	2	3	4	5	6
Cleaner	10.99	11.93	12.38	12.98	13.44	
Laborer	10.44	11.27	12.58	13.19	14.14	
Clerk Typist	11.23	12.12	12.68	13.29	13.84	14.18
Sr. Clerk Typist	14.54	15.69	16.44	17.18	18.06	18.17
Sr. Library Clerk	12.40	13.44	14.10	14.75	15.65	
Monitor/Teacher Aide/Personal Care Monitor	10.68	11.30	11.82	12.27	12.72	

2004-2005 - Appendix C-2						
Title	1	2	3	4	5	6
Cleaner	11.29	12.26	12.72	13.34	13.81	
Laborer	10.73	11.58	12.93	13.55	14.53	
Clerk Typist	11.54	12.45	13.03	13.66	14.22	14.57
Sr. Clerk Typist	14.94	16.12	16.89	17.65	18.56	18.67
Sr. Library Clerk	12.74	13.81	14.49	15.16	16.08	
Monitor/Teacher Aide/Personal Care Monitor	10.97	11.61	12.15	12.61	13.07	

2005-2006 - Appendix C-3						
Title	1	2	3	4	5	6
Cleaner	11.60	12.60	13.07	13.71	14.19	
Laborer	11.03	11.90	13.29	13.92	14.93	
Clerk Typist	11.86	12.79	13.39	14.04	14.61	14.97
Sr. Clerk Typist	15.35	16.56	17.35	18.14	19.07	19.18
Sr. Library Clerk	13.09	14.19	14.89	15.58	16.52	
Monitor/Teacher Aide/Personal Care Monitor	11.27	11.93	12.48	12.96	13.43	

CSEA SALARY SCHEDULE

APPENDIX D

CAFETERIA EMPLOYEES

2003-2004 - Appendix D-1

Title	1	2	3	4	5	6-10	11-15	16-20	21-25	26
Sr. Clerk Typist-Cafeteria Fund	14.90	16.09	16.85	17.59	18.50	18.62				
Cook-6 hours or more	12.08	13.11	13.92	14.45	15.11	15.49	15.65	15.98	16.36	16.36
Asst. Cook-6 hours or more	11.29	12.31	13.10	13.61	14.26	14.65	14.73	15.09	15.43	15.43
Asst. Cook-Less than 6 hours	11.01	11.65	12.13	12.62	13.06	13.06	13.06	13.06	13.06	13.06
Food Service Helper	10.17	10.79	11.24	11.72	12.23	12.23	12.23	12.23	12.23	12.23
School Lunch Monitor	10.17	10.79	11.24	11.72	12.23	12.23	12.23	12.23	12.23	12.23
Delivery Service Chauffeur-Cafeteria Fund	10.83	11.67	13.02	13.61	14.60	14.77				

2004-2005 - Appendix D-2

Title	1	2	3	4	5	6-10	11-15	16-20	21-25	26
Sr. Clerk Typist - Cafeteria Fund	15.31	16.53	17.31	18.07	19.01	19.13				
Cook-6 hours or more	12.41	13.47	14.30	14.85	15.53	15.92	16.08	16.42	16.81	16.81
Asst. Cook-6 hours or more	11.60	12.65	13.46	13.98	14.65	15.05	15.14	15.50	15.85	15.85
Asst. Cook-Less than 6 hours	11.31	11.97	12.46	12.97	13.42	13.42	13.42	13.42	13.42	13.42
Food Service Helper	10.45	11.09	11.55	12.04	12.57	12.57	12.57	12.57	12.57	12.57
School Lunch Monitor	10.45	11.09	11.55	12.04	12.57	12.57	12.57	12.57	12.57	12.57
Delivery Service Chauffeur-Cafeteria Fund	11.13	11.99	13.38	13.98	15.00	15.18				

2005-2006 - Appendix D-3

Title	1	2	3	4	5	6-10	11-15	16-20	21-25	26
Sr. Clerk Typist-Cafeteria Fund	15.73	16.98	17.79	18.57	19.53	19.66				
Cook-6 hours or more	12.75	13.84	14.69	15.26	15.96	16.36	16.52	16.87	17.27	17.27
Asst. Cook-6 hours or more	11.92	13.00	13.83	14.36	15.05	15.46	15.56	15.93	16.29	16.29
Asst. Cook-Less than 6 hours	11.62	12.30	12.80	13.33	13.79	13.79	13.79	13.79	13.79	13.79
Food Service Helper	10.74	11.39	11.87	12.37	12.92	12.92	12.92	12.92	12.92	12.92
School Lunch Monitor	10.74	11.39	11.87	12.37	12.92	12.92	12.92	12.92	12.92	12.92
Delivery Service Chauffeur-Cafeteria Fund	11.44	12.32	13.75	14.36	15.41	15.60				

APPENDIX E RECOGNIZED PRACTICES

Coffee Breaks - Except in the Cafeteria, where employees punch out on breaks, there are two 15-minute breaks for each full-time employee and one 15-minute break for each part-time employee.

Custodial Building Duty - Custodians, including Head Custodians and Maintenance Custodians, are on duty in any and all buildings open for scheduled outside events, except when such personnel are not available, in which event the District may assign a substitute or request that a custodian on duty in another building monitor the building involved.

Early Student Dismissal - Provided the District does not determine to close one or more of its school or other buildings early, on any day when the District determines to dismiss students before the end of the regular student day, employees are permitted to complete their scheduled work days without loss of pay.

Snow Removal - The District offers all regular snow plowing to Maintenance Custodians and Mechanics before offering same to anyone else. Small snow removal tasks, not exceeding a total of one hour in any one shift, and including such tasks as salting and shoveling around building entrances, may be assigned to other employees.

Second Shift - The starting time for second shift employees (except for one full-time cleaner) is between the hours of 2:00 p.m. and 4:00 p.m. subject to change no more than twice during any calendar year (excluding "summer hours") by the District in its sole discretion upon 30 days notice to the employee(s) affected.

Opening and Closing Buildings - Custodians, including Head Custodians and Maintenance Custodians, open and close the District's buildings whenever they are regularly scheduled for use. It is understood that the Head Cook, or anyone acting in that capacity, is excluded from this clause and shall be allowed access to his/her working area.

Snow Plowing Crew Breaks - In addition to their regular breaks, snow plowing crew members are granted a 30-minute paid break whenever they are otherwise scheduled to work following the completion of their plowing assignments.

Maintenance Crews' Outside Activities - Maintenance crews (including laborers) are utilized to perform most outside custodial/maintenance work in the District; however, there are exceptions such as custodians picking up around buildings, limited snow shoveling and salting, putting away pads, flags and other equipment following football games, etc.

Union Ratification Meeting - a ratification meeting concerning this Agreement will be scheduled by the District in consultation with the Union's President to take place during a regular shift. No employee may be away from the location of his or her duty assignment for more than two hours for the purpose of attending such a meeting.

On student early dismissal or teacher staff development days, upon the request of an employee and the approval of the employee's Department Head, an employee may be permitted to start his or her shift at a time earlier than normally scheduled.