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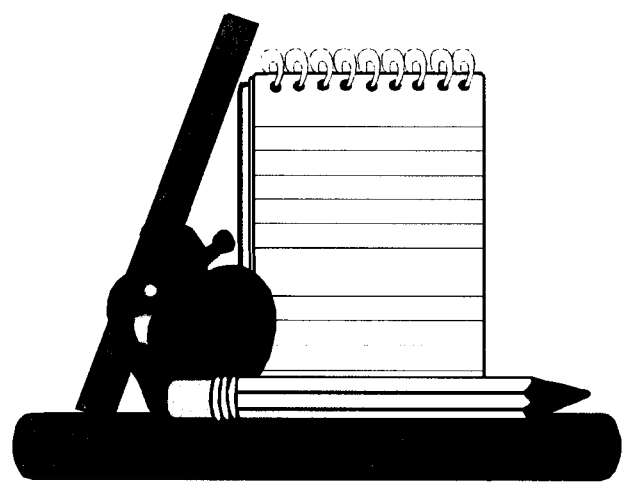
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AGREEMENT BETWEEN
WARSAW CENTRAL SCHOOL DISTRICT
and
WARSAW SUPPORT STAFF ASSOCIATION
NEA/NY, NEA

RECEIVED

DEC 14 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



July 1, 2004 - June 30, 2007

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AGREEMENT

Agreement, made this 1st day of July, 2004, by and between the Superintendent of the Warsaw Central School District, on behalf of the Board of Education of the Warsaw Central School District, referred to within as the "Board", and the Warsaw Support Staff Association, NEA/NY, NEA, referred to within as the "Association".

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

ARTICLE 1 -- RECOGNITION

The Board recognizes the Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for the following unit:

Included: All regular full and part-time clerical staff including clerks, typists, keyboard specialists, senior typists, account clerk/typist, and school secretaries; all regular full and part-time cafeteria staff, including head cooks, cooks and food service helpers; all regular full and part-time maintenance staff, including cleaners, custodians, maintenance workers, and maintenance helpers; all regular full and part-time school monitors; all regular full and part-time teaching assistants.

Excluded: All administrative staff; Superintendent of Schools, Secretary to the Superintendent of Schools; all certificated teachers in the District; Director of Transportation; Superintendent of Buildings and Grounds; Principals: Elementary, Middle, and High School; Assistant Principal; Food Service Manager; District Clerk; Business Administrator; Secretary to the Business Administrator; District Treasurer; Central Office Secretaries; and all regular full and part-time school nurses.

ARTICLE 2 -- DUES DEDUCTION

The District shall deduct dues on a pro-rated basis from unit members who choose to join the Association. The District shall also deduct a fee for services on a pro-rated basis from unit members who choose not to join the Association. The Association Treasurer shall submit a list of members and the amount to be deducted from their paychecks by September 21st of each year. Deductions shall begin with the first pay date in October. The District shall promptly transmit monies to the Association. The Association will hold the Board harmless from all claims and liabilities arising out of matters set forth in this paragraph.

ARTICLE 3 -- ASSOCIATION RIGHTS

1. The Association President or his/her designee shall be provided with two (2) days per year for the purpose of Association business. This time shall be used for activities such as conferences, NEA/NY Delegate Assembly or other Association activities.

2. The Association may use equipment, supplies and communication facilities of the District. The Association will reimburse the District for all supplies used. The public address system will not be used

during the student day. The Association may use District buildings for the purpose of conducting business at reasonable times coordinated with the Superintendent or his designee.

ARTICLE 4 -- GRIEVANCE PROCEDURE

1. **Grievance:** A grievance is a claim by a grievant based upon the interpretation, application or an alleged violation of a specific provision of this Agreement.
2. **Grievant:** A unit member having a grievance or the Association.
3. **Procedure:**

Step 1 -- As a condition precedent to the processing or consideration of a grievance, the grievant must first attempt to resolve the grievance by presenting it orally to the grievant's supervisor within fifteen (15) school business days of the date the grievant knew or reasonably should have known of the act or occurrence giving rise to the grievance.

Step 2 -- If the grievance is not resolved informally within three (3) school business days of the date that it is submitted orally to the supervisor, it shall be reduced to writing and submitted to the Superintendent or his designee within five (5) school business days. Each written grievance must contain all of the alleged facts giving rise to the grievance and specify the provisions of this Agreement alleged to have been violated. The Superintendent or his designee shall render a written decision on the grievance within ten (10) school business days.

Step 3 -- If the grievant and the Association are not satisfied with the resolution reached at Step 2, the Association Grievance Chair may submit the grievance to the Board of Education within ten (10) school business days of receipt of the decision at Step 2. That appeal must be written and shall include a written statement explaining why the decision at Step 2 was erroneous and why the grievance is meritorious. The Board shall schedule a meeting to hear the appeal within one (1) month of the date it receives the grievant's written appeal. The Board shall notify the grievant, the Superintendent, and the Association President of the time and date of the meeting. The grievant or the grievant's representative is entitled to be heard at the meeting; however, no further evidence or proof shall be adduced at the meeting. The Board shall render a written decision within ten (10) school business days of the meeting and shall send copies of that decision to the grievant, the Superintendent and the Association President.

Step 4 -- Arbitration

- A. If the grievant and Association are not satisfied with the decision at Step 3, the Association may submit the grievance to arbitration by written notice to the Board within fifteen (15) school business days of the decision at Step 3.
- B. Within five (5) school business days after such written notice of submission to arbitration, the Board and Association, or either of them, will request that an impartial arbitrator from the American Arbitration Association be selected in accordance with the rules and procedures of the American Arbitration Association which are applicable to all proceedings herein.
- C. The decision of the arbitrator will be final and binding on all parties.
- D. All costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

4. The resolution of any grievance at any particular step shall be final if the grievant fails to pursue the grievance to the next step in the grievance procedure within the time limits prescribed by this Agreement. The time limits may be extended by mutual agreement of the parties in writing.

5. The failure of the District to make a timely response to any step will permit the filing of the grievance at the next step.

ARTICLE 5 -- WORK DAY

1. Clerical staff shall work the hours of 9:00 a.m. to 3:00 p.m. when students and/or teachers are not in attendance, with the exception that where the workload warrants, employees will be expected to resume regular work hours. Regular hours shall be 8:00 a.m. to 4:30 p.m. daily (4:00 p.m. Fridays).

2. Employees working any consecutive four (4) hour period or more shall be given one 15-minute break. An employee that works an eight (8) hour period shall be given two 15-minute breaks.

3. Lunch periods are unpaid. If an employee is required to work, by their immediate supervisor, during a lunch period, the employee will be allowed an equivalent amount of time for lunch at a time period within their regularly scheduled workday, or with prior approval by the employee's immediate supervisor, provided the employee does not take a lunch break during their regularly scheduled work day, the employee may be dismissed early by an equivalent amount of time or compensated for the additional time worked.

ARTICLE 6 -- WORK YEAR

School monitors and teaching assistants shall have the same work year as teachers, including conference days.

ARTICLE 7 -- POSTING VACANCIES

1. When a vacancy exists within the unit the District will post that vacancy for ten (10) workdays prior to filling that vacancy. Such vacancies shall be posted in the offices of Administrators and Supervisors, faculty rooms, mailrooms, cafeteria offices, boiler rooms and on the District web site. Any employee who wishes to be considered for appointment to a vacancy shall file appropriate notice with the appropriate Administrator or Supervisor within the time of the posting.

2. If one or more employees seek appointment to a posted vacancy and the qualifications, including but not limited to experience and evaluation history, of all interested are equal, the employee with the most seniority as defined in Article 9 shall be appointed to the position.

ARTICLE 8 -- SUMMER VACANCIES

The District will post available summer positions for a period of at least ten (10) workdays. Such vacancies shall be posted in the offices of Administrators and Supervisors, faculty rooms, mailrooms, cafeteria offices, boiler rooms and on the District web site. Any employee who wishes to be considered for appointment to a vacancy shall file an appropriate notice with the appropriate Administrator or Supervisor within the time of the posting. An employee who is not appointed to a summer position for which he/she has applied shall be told the reason for that determination. Employees working in summer positions shall be paid at the summer rate.

ARTICLE 9 -- SENIORITY

1. a. Seniority is defined as the length of the employee's continuous service in the job classification. Continuous service includes only those periods when an employee is:
 - (1) on a paid leave of absence;
 - (2) on layoff for one year;
 - (3) absent from and unable to perform the duties of his position by occupational injury or disease for one year;
 - (4) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service. If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring appointment, as the case may be, by the appointing or hiring official.
 - b. Subject to applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority when one or more of the following occurs: he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her), he/she is discharged, he/she retires, he/she refuses a recall.
 - c. The terms of this Section 1 are not applicable to teaching assistants. Seniority for teaching assistants is defined in the Education Law and the Rules of the Board of Regents.
2. Competitive class employees shall be laid off and recalled in accordance with the Civil Service Law.
 3. Teaching assistants shall be laid off and recalled in accordance with the Education Law.
 4. For all other employees, layoffs and recalls will be made in each job classification based upon the employees' seniority. Employees will be laid off in inverse order of seniority, i.e., the least senior employee in the job classification will be laid off first. A laid off employee may exercise his/her seniority to displace any employee with lesser seniority than he/she in another job classification he/she has previously held provided that in any such case the employee is capable of performing all of the duties of the job held by the employee he/she is displacing and is available to work the same schedule of hours as that employee is working. Recalls shall be in the reverse order of layoff.

The parties agree to enter into the following Side Letter:

SIDE LETTER

The Warsaw Central School District and the Warsaw Support Staff Association agree that effective July 1, 2004, all employees in the WSSA unit holding the title of teacher aide shall hold the title of school monitor. All teacher aides who become school monitors on July 1, 2004 in accordance with this side letter shall carry with them their seniority from the teacher aide position, which shall become seniority in their school monitor position. They shall also carry with them the wage rate they had as a teacher aide, which shall become their wage rate as a school monitor, subject to increases as provided under the Agreement between the District and the WSSA. All teacher aides who become school monitors on July 1, 2004 in accordance with this side letter shall, for so long as they continue to serve as a school monitor, be deemed to be continuing to serve in a non-competitive position for the purposes of Section 75 of the Civil Service Law and Article 12 of the Agreement between the District and the WSSA. This side letter does not apply to any school monitor who did not become a school monitor pursuant to this side letter.

ARTICLE 10 -- EVALUATION

All unit members must be evaluated annually by their supervisor, followed by a written report by the supervisor. Evaluation reports shall follow within ten (10) working days of the evaluation conference. If a unit member requests a second conference after receipt of the evaluation report then a conference will be held within ten (10) working days after the request is made in writing.

ARTICLE 11 -- UNIT MEMBER FILES

The confidentiality of unit member personnel files will be maintained. Unit members will have the privilege, upon reasonable request and at reasonable times, of access to their own file in the presence of an administrator as well as the privilege of inserting into their own file reasonable amounts of written material upon prior notice to the Superintendent or his designee. Unit members shall not have access to confidential pre-hiring materials contained in their file. When material derogatory to a unit member's job performance, conduct or character is put into the unit member's personnel file, the unit member will receive a copy of it and the unit member will sign and date the following statement, which will appear at the end of the document:

I acknowledge that on _____ I received a copy of this document.
My signature does not indicate agreement with the contents of the document.

WSSA Employee's Signature

ARTICLE 12 -- DISCIPLINE AND DISCHARGE

1. If an employee within this negotiating unit who enjoys the protection of Section 75 of the New York State Civil Service Law and has been employed by the District for at least three consecutive years is disciplined within the meaning of Section 75 or discharged, such employee, upon his or her request, shall be entitled to the appointment of a hearing officer, pursuant to Section 75, who is not an employee of the District. The District shall select that hearing officer.

2. If an employee within this negotiating unit does not enjoy the protection of Section 75 of the New York State Civil Service Law but has been employed by the District for at least three consecutive years within the negotiating unit, such employee may request a hearing before the Superintendent, or his/her designee, in the event the employee is discharged or disciplined in the form of a written reprimand or a suspension without pay.

In the event of such discipline or discharge, the employee must file a written request with the Superintendent for such a hearing within ten (10) days after the employee is notified of such discipline or discharge.

The conduct of the hearing shall be determined by the Superintendent, or his/her designee.

The determination of the Superintendent, or his designee, shall be final and not subject to the grievance procedure.

The employee may be represented by an Association representative.

These provisions are in addition to any rights the employee has under the Civil Service Law.

ARTICLE 13 -- LEAVE DAYS

1. Employees shall receive the following number of leave days per year: 10 month - 15 days; 11 month - 17 days; 12 month - 19 days. In their first year of employment, employees will be credited with 1/10, 1/11 or 1/12 of each of the above amounts, as appropriate to the work year for their job, for each complete month that they work or are on paid leave for the District.
2. The leave days may be used for personal illness, family illness (father, mother, spouse, grandparents, grandchildren, brother, sister, uncle, aunt or children as well as in-laws of the same relationships) and personal business as defined in Section 3.
3. A maximum of three (3) days per year can be used for personal business. All personal days must be requested at least two working days in advance (using regular form provided for this purpose) and may not be used for vacation without the prior approval of the Superintendent of Schools.
4. Unused sick leave will be accumulated without a maximum in regard to their use as sick leave and in the computation of any retirement benefit plan described in this agreement for 10-month employees, 11-month employees and 12 month employees.
5. Annual and cumulative sick leave for part-time employees shall be prorated on the basis of amount of time worked (e.g. ten month employees working two (2) hours daily would be entitled to twenty-four hours of sick leave per year with pay).
6. Sick leave will be chargeable in no less than one (1) hour blocks.
7. As a condition of the use of sick leave, an employee may be required to furnish a note from the treating physician verifying the employee's medical condition if (a) the employee misses three (3) consecutive work days, (b) the employee misses more than three (3) work days within ten (10) consecutive work days, (c) the District has grounds to suspect abuse of sick leave (e.g., repeated absences on Mondays and/or Fridays, reports of activities inconsistent with use of sick leave, etc.), or (d) the employee misses the work day(s) immediately before or after a school holiday, a school recess (if applicable to the employee) or vacation (if applicable to the employee).

ARTICLE 14 -- SICK DAY TRANSFERENCE

The Board will allow the transference of sick days from the accumulated sick leave of volunteer support staff unit members to another support staff unit member who has exhausted his/her accumulated sick leave due to major illness in accordance with the terms of this provision. For each day donated by a volunteer support staff unit member, the receiving unit member shall receive one-half (.5) day and the other one-half (.5) day shall revert to the District. The maximum donation shall be one hundred eighty (180) days resulting in ninety (90) days received by the receiving unit member. Board approval is required for the use of such days, and there will be no retroactive use of such days prior to the date that the District receives the request for such transference. A major illness is defined as a terminal illness or a condition which will require the employee to miss a significant number of consecutive workdays, as stated in writing by the employee's attending physician. In order to be eligible for the use of such sick days, the employee must first submit a note from the employee's attending physician identifying the nature of the major illness and setting forth the doctor's judgment as to the length of time that the employee will be absent from work. The Association will provide a written statement from each unit member who wishes to donate sick time. Such written statements must be submitted within two (2) calendar weeks of the communication requesting contributions of sick days. Any sick days contributed

but unused shall be redistributed (at the rate donated) to the original donors on a pro-rated basis immediately upon the employee's return to work. The Board may allow an additional one hundred eighty (180) sick day transfer (resulting in 90 days to the receiving employee) from volunteers if the receiving employee exhausts the first transfer of sick time.

ARTICLE 15 -- CHILD CARE LEAVE

Upon application a unit member shall be granted a leave of absence without pay to care for a child who is a resident in the unit member's house and under four years of age at the time the leave begins. The unit member will give written notice at least thirty (30) days in advance of the expected leave unless medical or legal substantiation states that such notice was not possible. That notice will set forth the reason for the leave and the dates the leave is to begin and end. The leave shall extend not longer than one (1) year from the date the leave begins. In cases of extenuating circumstances involving a child over four years of age who is a resident in a unit members house a leave of absence shall be granted. Upon application of the unit member and with approval of the Board, the leave may be extended for an additional one (1) year period.

ARTICLE 16 -- JURY DUTY

A unit member called to serve on jury duty shall immediately notify his/her immediate supervisor when called. The District has the right to request that the unit member be excused from jury duty service for reasons provided by the District. A unit member serving on jury duty on workdays will receive his/her regular wages.

ARTICLE 17 -- VACATIONS

1. Ten and eleven month employees: School vacation periods (not paid).
2. Twelve month employees:
 - a. In general all employees will take their vacations during the summer months July 1 through August 31. Vacations other than during the summer months may be taken with the prior approval of the Superintendent.
 - b. Vacation time will be computed on each July 1 based upon the number of years of service the employee has as of the last preceding anniversary of his or her date of hire. The schedule of vacation benefits shall be as follows:
 1. One (1) week vacation after one (1) year of continuous service.
 2. Two (2) weeks vacation after two (2) years of continuous service.
 3. Three (3) weeks vacation after six (6) years of continuous service.
 4. Four (4) weeks vacation after twelve (12) years of continuous service.
 5. An employee whose first date of employment is after July 1 shall, on the July 1 following the start of his employment, receive pro-rated vacation based upon the schedule below. After that year, the employee will be entitled to vacation based upon items 1-4, above. The schedule for pro-rated vacation pursuant to this provision shall be as follows:

<u>Full Months Employed</u>	<u>Vacation Days Earned</u>
11	4.5
10	4.0
9	3.5
8	3.0
7	2.5
6	2.0
5	1.5
4	1.0
3	.5
Less than 3	0

c. Vacation requests shall be made through the immediate supervisor.

3. In the event that a unit member, because of work needs of the District, has been unable to take the entire allocation of vacation days, the unit member, to a maximum of five (5) days, will have the option to have one (1) day of sick leave credited to his sick leave accumulation for each unused vacation day or the employee may opt to receive one (1) day's pay for each unused vacation day.

ARTICLE 18 -- BEREAVEMENT LEAVE

Five days bereavement leave will be allowed per death in the immediate family. The days needed must be requested by the employee within three days of the death. Immediate family shall include father, mother, spouse, grandparents, grandchildren, brother, sister, uncle, aunt, children, in-laws of the same relationships or a person who has occupied a close immediate familial relationship. This shall not be charged against sick leave and is not cumulative.

ARTICLE 19 -- HOLIDAYS

There shall be 13 paid holidays for twelve month employees, the days to be established by the Board.

ARTICLE 20 -- SNOW DAYS

Twelve Month Employees - An extension of one day, either personal or vacation to be taken in the same school year, will be allowed those twelve month employees who are able to work on such a day. Additional snow days, when the employee is unable to work, may be deducted from regular personal or vacation days, if available. If the employee has no vacation or personal days available, deduction in pay will be made.

ARTICLE 21 -- SICK LEAVE ON RETIREMENT

All employees who retire upon at least one (1) month's notice shall be compensated for each accumulated sick leave day as of the date of retirement, as follows: (a) if the employee has health insurance coverage through the District on the date of retirement, \$30 per accumulated day (subject to the above maximums) shall be held by the District in reserve and applied toward the payment of premiums for health insurance coverage for the employee after retirement; or (b) if the employee does not have health insurance coverage through the District on the date of retirement, the employee shall be paid \$20 for each accumulated day (subject to the above maximums) minus required withholdings, within sixty (60) calendar days of the employee's effective date of retirement.

ARTICLE 22 – SERVICE AWARD

All employees who retire upon at least one (1) month's notice who have worked for the District for twenty (20) years or more shall receive an amount equal to \$100 per year of employment with the District minus required withholdings, within sixty (60) calendar days of the employee's effective date of retirement.

ARTICLE 23 -- HEALTH INSURANCE

1. Health insurance will be provided for participating employees who work 25 or more hours per 5-day week. All employees as of July 1, 1982 will receive health insurance as stated below even if hours are reduced to 20 hours per 5-day week.
2. The District will pay for 100% of a group insurance plan for individuals or families. Eligible employees hired after June 30, 1994 shall pay 20% of the premium of the plan selected.
3. Dental insurance will be provided for a participating full-time employee by the District as follows:
 - a. \$125 per year toward an individual plan
 - b. \$375 per year toward a family plan
4. For part-time employees (below 25 hours per week) the District will pay \$250 per year towards the cost of a group health insurance plan if the employee wishes to be a part of the group health insurance plan, the remaining cost to be paid by the employee.
5. Vision coverage may be chosen at the employee's expense if permitted by the carrier.
6. An employee who is eligible for coverage under Paragraph 1 of this Article may opt out of health insurance coverage effective beginning July 1 of any fiscal year. In order to do so, the employee may be required to provide written notice of the opt-out and confirm health insurance coverage through other means by June 1 of the preceding school year. The employee opting out will receive an annual payment of \$1000 for a complete fiscal year (July 1 - June 30), pro-rated if, due to emergency circumstances, the employee must re-enroll in District health insurance during the year. If an employee becomes eligible for coverage under paragraph 1 of this Article during the course of a fiscal year, the employee may opt out of coverage and receive a pro-rated opt-out payment. An employee's decision to opt out of health insurance coverage shall remain in effect from year to year until withdrawn in writing by the employee. Unless the employee re-enrolls in District health insurance coverage due to emergency circumstances, the written notice to withdraw from the opt-out and re-enroll in the District health insurance coverage must be received by June 1 to be effective on the following July 1.
7. The District shall make available to employees in the unit participation in the District's Flexible Benefits Plan established in accordance with Section 125 of the Internal Revenue Code. Participation shall be governed by the terms of the plan. Those employees electing to participate must notify the District by October 1 of each year.

ARTICLE 24 -- WAGES

1. The base wage rate for unit members shall be increased by 4.0% on July 1, 2004, by 4.0% on July 1, 2005 and by 4.0% on July 1, 2006.
2. Salary for unit members will be computed through and including June 30.

3. The head custodian and head cook will receive a differential of \$.50 per hour.
4. A school monitor will receive a differential of \$.50 per hour for all time worked while assigned to an inclusion student, whose IEP requires the school monitor to assist the student with toileting or to physically restrain the student due to violent behavior or who is assigned to a self-contained Special Education classroom.
5. Any maintenance worker (cleaner, custodian, maintenance helper, or maintenance worker) who is assigned to a second shift, and has received compensation for at least 170 work days in that assignment for that school year, will receive a \$200 stipend payable in the last pay period in June. Any maintenance worker (cleaner, custodian, maintenance helper, or maintenance worker) who is assigned to a split shift (a combination of first and second shift), and has received compensation for at least 170 work days in that assignment for that school year, will receive a \$100 stipend payable in the last pay period in June.
6. An employee must work at least half of the work year in their position in order to be eligible for the salary increase for the next year (only District paid leaves will count toward this work time).

ARTICLE 25 -- OVERTIME

1. Overtime pay of one and one-half (1-1/2) times the employee's regular hourly rate will be paid for work performed in excess of 40 hours in a work week. All overtime must be authorized in advance and verified by the employee's supervisor.
2. Work performed on a Sunday or holiday will be compensated at double the regular hourly rate, inclusive of any overtime rate paid for such hours.

ARTICLE 26 -- WORK IN A HIGHER CLASSIFICATION

1. Employees working three or more consecutive days in a higher job classification will receive the pay for that position starting on the fourth day.
2. School monitors or Teaching Assistants who work as substitute teachers shall be paid the substitute rate.
3. The provisions of this Article 24 shall apply only if the applicable rate of pay for the other job classification is greater than the rate of pay for the employee's regular job.

ARTICLE 27 -- CALL BACK

Any employee in the maintenance and custodial department called in to work shall be paid a minimum of two (2) hours pay.

ARTICLE 28 -- CAFETERIA EXTRA SERVICES

All cafeteria employees will receive additional compensation at the rate of \$12.05 per hour for extra services performed (extracurricular fundraisers and community use of cafeteria/kitchen facilities) and will be assigned on a rotating basis.

ARTICLE 29 -- LONGEVITY

Effective July 1, 2004, an employee who reaches the anniversary date of one of the following numbers of years of service shall receive a one-time longevity payment in the corresponding amount set forth below:

5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
\$100	\$200	\$250	\$300	\$350	\$400

ARTICLE 30 -- UNIFORMS

1. The District will pay a \$100 stipend per year for the purchase of uniforms/work shoes for cafeteria employees and maintenance employees payable in the first pay period in September. Any cafeteria or maintenance employee hired on or after February 1st will be paid a \$50 stipend payable in the first pay period of their employment.

ARTICLE 31 -- CHAPERONES

Unit members will have priority for chaperoning all school activities over outside applicants and/or non-unit members excluding members of the WEA bargaining unit and those in confidential status. This priority shall be applicable only with respect to other paid chaperones and shall not be applicable with respect to unpaid volunteers.

ARTICLE 32 -- JOB DESCRIPTIONS

The Association shall be provided copies of all job descriptions and duties for each unit position within thirty days of the implementation date of this contract. Any new job descriptions shall be forwarded to the Association within ten days of its creation.

ARTICLE 33 -- FAMILY AND MEDICAL LEAVE

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

ARTICLE 34 -- DISABILITY INSURANCE

The District will provide a New York State Disability Benefits policy for all full-time unit members (full-time is defined as an employee who is regularly scheduled for 25 hours per week or greater).

ARTICLE 35 -- COMPLETE AGREEMENT

1. The Superintendent and Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

2. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 36 -- SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws. In the event any article or any section of any article of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, that article or section shall be rendered null and void and the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been a part of this Agreement.

ARTICLE 37 -- DURATION

1. This Agreement shall become effective on July 1, 2004 and shall remain in full force and effect until June 30, 2007.
2. A request to begin negotiations for a successor Agreement to this Agreement must be made in writing delivered to the Superintendent or Association President by March 1 of the year this Agreement expires.

SIGNED, this 14th day of July, 2004.

Superintendent, Warsaw Central School District

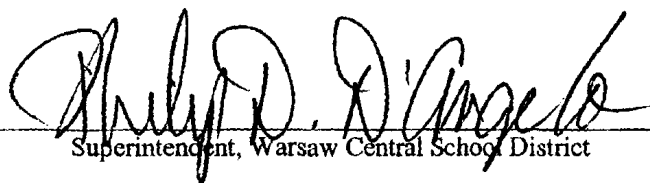
President, Warsaw Support Staff Association, NEA/NY NEA

ARTICLE 37 -- DURATION

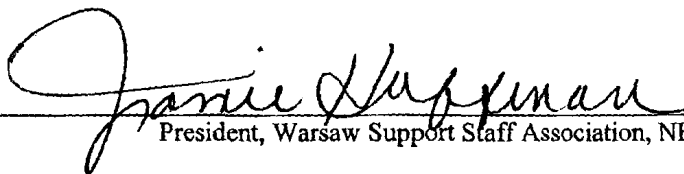
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