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#### Contract Database Metadata Elements

Title: **Edwards-Knox Central School District and Edwards-Knox Central School Service Employees Association (2004)**

Employer Name: **Edwards-Knox Central School District**

Union: **Edwards-Knox Central School Service Employees Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **4970**

Unit Size:

Number of Pages: **28**

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GEN/4970

**AGREEMENT**

**between**

**THE EDWARDS-KNOX CENTRAL SCHOOL DISTRICT**

**and**

**THE EDWARDS-KNOX CENTRAL SCHOOL  
SERVICE EMPLOYEES ASSOCIATION**

**JULY 1, 2004 - JUNE 30, 2007**

**RECEIVED**

**SEP 12 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **ARTICLE I - RECOGNITION**

The Board of Education of the Edwards-Knox Central School District recognizes the Edwards-Knox Service Employees Association as the sole and exclusive bargaining agent of all non-teaching and instructional support employees of the School District in the following job categories: aides, cafeteria workers, clerical workers, custodians, cleaners, pool facility manager, teaching assistants, motor equipment mechanic, bus monitors and transportation department workers. Excluded from the bargaining unit are District administrators, the Director of Transportation, the District tax collector, the Superintendent of Buildings and Grounds, the superintendent's Secretary, the Business Manager, the Census Taker, the Accounts Clerk, the District Clerk, the Cook/Manager, and Building Principals' Secretaries.

## **ARTICLE II - ASSOCIATION RIGHTS**

### **A. Association Days**

There shall be five days available to the Association President or designee to be used for any of the following purposes: attendance at conventions of state or national affiliates, providing testimony at grievance arbitrations, attending any other of the duties related to the Association's responsibilities of fair representation. Association days may be taken in half day increments.

### **B. Dues Deduction/Agency Fee**

1. The Board of Education agrees to deduct from the salaries of Association members dues for the Edwards-Knox Service Employees Association, the National Education Association of New York, and the National Education Association.

2. The Board of Education shall transmit all such dues deducted promptly to the Association treasurer.

3. The Board of Education shall also deduct from the wage or salary of employees of the bargaining unit who are not members of the Association the amount equivalent to the dues for membership and forward these amounts to the Association treasurer in accordance with State Law.

### **C. Use of School Mailboxes, Equipment and Facilities, etc.**

The Association shall be allowed use of school buildings, equipment and facilities, including school mailboxes and designated bulletin boards, for Association business upon the proper approval of the Superintendent. Any additional costs to the Board will be reimbursed by the Association.

**D. Printing of Agreement for Bargaining Unit Members**

The District shall print sufficient copies of this Agreement for all bargaining unit members and provide these to the Association President for distribution.

**ARTICLE III - GRIEVANCE PROCEDURES**

**Grievance Definition:** A grievance is a claim by an employee, a group of employees, or the Association, that there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.

**Time Limits:** All time limits set forth below may be extended by written mutual agreement of the parties.

**Step I - Superintendent**

Within thirty calendar days of the time the grievant knew or should have known of the act complained of the grievant shall file a written grievance with the Superintendent of Schools. A grievance not filed within the thirty days shall be deemed waived. The grievance shall set forth the following:

1. The act grieved and its circumstances:
  - a) who was responsible for the act
  - b) when and where it happened
  - c) to whom it happened
  - d) any witnesses to the act complained of
2. The section(s) of the Agreement which are alleged to have been violated, misinterpreted, or inequitably applied.

The Superintendent shall investigate the grievance and forward a written response to the Association within fifteen days of receipt of the grievance. During the investigation, an employee or group of employees, is entitled to have an Association representative present for any meeting the Superintendent may have regarding the grievance.

**Step 2**

If the grievant(s) and the Association are not satisfied by the Superintendent's response at Step 1, a written appeal to the Board of Education may be filed, within ten days of the response's receipt. The Board of Education must hold a hearing and respond to this appeal, in writing, within thirty

days.

**Step 3**

If the Association is not satisfied with the Board of Education's response, it may file a demand for arbitration with the American Arbitration Association within ten school days of the Board of Education's response.

**Note:** Any grievance not answered or not appealed within these time limits will be considered denied or dropped, unless the time limits have been extended by the parties, in writing.

The arbitrator's decision of the grievance shall be final and binding. All arbitration expenses shall be borne equally by the parties.

**ARTICLE IV - LEAVE OF ABSENCE**

**A. Sick Leave**

1. Full-time ten (10) month employees shall be entitled to accrue one (1) sick day per month of service during the regular school year, accumulative to a maximum of 180 days. Full-time year-round employees shall be entitled to accrue one (1) sick day per month of service, accumulative to a maximum of one hundred eighty (180) days. Part-time employees shall receive a prorated benefit.
2. Employees may use up to five (5) of their sick days per year for illness of members of their immediate family. Members of an employee's immediate family are spouse, parent, and child or other ill person permanently residing in the employees' household.
3. An accounting of sick leave accumulation shall be provided to each employee each year during September.
4. Upon returning from a sick leave of five (5) or more consecutive days, the employee may be asked by his/her supervisor to provide a written statement from his/her doctor identifying the employees' fitness for return to work.
5. Bus drivers who work less than full time (only morning or an afternoon run--but not both and not substitute drivers) shall accrue sick leave benefits only at one-half the amount which accrue to full-time drivers.

6. A bus driver assigned to the pre-kindergarten and/or any BOCES extra driving runs may apply no more than twenty (20) accrued paid sick leave days per school year to the aforementioned extra runs.

**B. Personal Leave**

1. Employees shall be entitled to three (3) personal days per year. Unused personal leave shall be added to sick leave accumulation.
2. Personal leave may be used for personal business that cannot be conducted outside of the employee's work day. It cannot be used for recreation, for other employment, or to extend a vacation.
3. Except in emergency situations, an employee will give the District 48 hours notice before using a personal day.

**C. Bereavement Leave**

Three (3) days leave will be granted in each instance of death in the immediate family. Additional days, if necessary, may be granted at the discretion of the Chief School Administrator.

**Note:** 'Immediate family', for the purposes of bereavement leave, shall be defined as members of the unit member's immediate household related by blood or marriage or persons with whom the unit member maintains a close, family relationship. Should a question arise as to the status of an individual identified by a unit member as immediate family, in a request for bereavement leave, burden shall rest with the unit member to establish the validity of the relationship to the satisfaction of the Chief School Administrator.

**D. Jury Duty & Court Subpoenae**

Time granted for jury duty will not be considered as personal leave, and there will be no salary deduction. Fees received for such jury duty will be funded to the School District, with the exclusion of mileage.

Time granted for Court Subpoenae appearances where the employee is not a party to the proceeding and which directly results from the employees employment with the district, will not be considered as personal leave and the employee will suffer no loss of compensation.

**E. Unpaid Leave of Absence**

Upon the recommendation of the Superintendent, the Board may grant an employee an unpaid leave of absence for up to twelve months. The employee shall be entitled to no benefits during such leave; however, said employee shall not lose seniority during such leave and shall be guaranteed a comparable position upon return to active duty.

**ARTICLE V - SICK LEAVE BANK**

There shall be established a Sick Leave Bank to be available to all bargaining unit employees as defined in the recognition statement of this Agreement. This Bank shall be administered by a Committee consisting of two employees, appointed by the President of the Service Employees Association and two administrators, appointed by the Superintendent of Schools. This Committee shall review, and pass upon applications for additional sick leave submitted by the members of the bargaining unit.

The intention of the Sick Leave Bank is to protect the employee from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of the sick days.

An employee who has previously elected to participate in the Sick Leave Bank may apply for additional days when his/her accumulated leave has been exhausted because of serious illness or injury.

For the purpose of this Article, the term "serious illness" or "injury" shall be defined as one which is generally regarded as such by those in the medical profession.

Each member of the bargaining unit shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. An employee who begins employment after September 1 will have thirty days from the beginning date of employment in which to sign such authorization. Subject to the 450 day maximum, to be eligible to use days from the Sick Leave Bank, an employee must have contributed one day in the current school year.

For contract year 2004-05, 2005-2006 and 2006-2007, each employee who elects to participate in the Sick Leave Bank may contribute either one (1) or two (2) days of accrued sick leave to the

bank providing the total contribution will not result in exceeding the maximum of four hundred fifty (450) days. Starting with the contract year 1997-98, each employee who elects to participate in the Sick Leave Bank shall contribute one day of accrued sick leave during his/her first year of participation, and each employee shall contribute one day per year providing the total contribution will not result in exceeding the maximum of 450 days. Whenever contributions of one sick day from each of the participants would result in exceeding the maximum of 450 accumulated days, only new participants will contribute. If during the school year the contribution from all other participants would not result in exceeding the maximum of 450 days, each such participating employee shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 450 regardless of contribution made by new participants.

A person will not withdraw days from the Bank until his/her own accumulated sick leave is depleted. In any case, at least the first thirty (30) days of serious illness or serious injury must be covered by the person's own accumulated sick leave or absence without pay.

A first-year employee shall be eligible to withdraw from the Sick Bank when at least the first ten (10) days of serious illness or serious injury are covered by the person's own sick leave or absence without pay. A second-year employee shall be eligible to withdraw from the Sick Bank when at least the first twenty (20) days of serious illness or serious injury are covered by the person's own sick leave or absence without pay.

Prior to, or not later than concurrent with, the submission of the application for additional sick leave, the employee shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation on the appropriate form.

An additional form stating the number of accumulated days, the number of days used prior to request and the number of sick days requested will also be required. An employee may request any or all of the fifty (50) days maximum offered by the Bank. Necessary additional days up to fifty (50) may be requested when the original request is for less than fifty days.

Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

Situations regarding the use of the Bank will be handled at the discretion of the Sick Leave Bank Committee and the Committee's decisions shall be final, binding, and not subject to the Grievance procedure set forth in this Agreement.

## **ARTICLE VI - PERSONAL INJURY BENEFITS**

In the event that an employee is injured while on duty and becomes eligible for Workers' Compensation, the School District will pay such employee the difference between his/her regular salary and compensation benefits for a period of three months. During this period of salary continuance, no days shall be deducted from the employee's accumulated sick leave. Upon expiration of this period, the employee may elect to apply his/her accumulated sick leave to provide the difference between his/her regular salary and compensation benefits until the sick leave benefit is exhausted.

## **ARTICLE VII - VACATIONS**

Twelve-month employees shall have paid vacation leave according to the following schedule:

- After 1 year continuous service - 1 week
- After 2 years continuous service - 2 weeks
- After 5 years continuous service - 3 weeks
- After 13 years continuous service- 4 weeks

Vacation schedules for all twelve-month employees are subject to the approval of the Superintendent or his/her designee; however, when two or more twelve-month employees in the same job title apply for the same vacation time-off, the employee(s) having greater seniority will be given preference by the Superintendent or his/her designee.

Employees holding the position of "cleaner", whether part-time, full-time, 10-month or 12-month, will, after one complete year of service (and starting July 1, 1999) receive one week of paid vacation per year to be scheduled and taken between July 1, and September 1. A week's paid vacation shall be equal to that employee's regularly scheduled work week (example - if an employee regularly works 19.5 hours per week, the employee will receive 19.5 hours of vacation pay).

## **ARTICLE VIII - HOLIDAYS**

Twelve-month employees shall have the following paid holidays:

- |                        |              |
|------------------------|--------------|
| New Year's Day         | Labor Day    |
| Martin Luther King Day | Columbus Day |

President's Day  
Good Friday  
Memorial Day  
Independence Day

Veterans' Day  
Thanksgiving Day  
Christmas Day

Employees holding the position of "cleaner", whether part-time, full-time, 10-month, or 12-month, will, after one complete year of service, receive the following six holidays off: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided that a paid holiday shall be equal to that employee's regularly scheduled work day (example: if an employee regularly works 4 hours per day, the employee will receive 4 hours of holiday pay).

## ARTICLE IX - INSURANCE

### A. Health Insurance

1. Each bargaining unit employee participating in the District's health insurance program will contribute:

Year 1: (2004-2005) - no change in premium contribution

Years 2 & Year 3: (2005-2006 and 2006-2007)

- a. \$500.00 per contract year by salary deduction each pay period ( family and 2-person plan) if the employee's gross annual wage exceeds \$14,000;
- b. \$400.00 per contract year by salary deduction each pay period (family and 2-person plan) if the employee's gross annual wage is \$14,000 or less;
- c. \$250.00 per contract year by salary deduction if the employee desires only a single health insurance plan.

Salaried employees and hourly employees who work twenty (20) or more hours per week on a regular basis are eligible for the district's health insurance program.

2. Employees who retire from the District on or after July 1, 2005, with at least 15 years of District service and who were during that time of such service eligible to participate in the District's health insurance program, shall contribute the same sum toward the cost thereof as an active bargaining unit employee contributes for single person coverage. In any case, to the extent available, retirees may, at their own expense, acquire 2-person or family coverage.
3. After consultation with the Association, the District may adopt another plan so long as it has the same or better benefits as the current plan.

4. Commencing with the date of mutual ratification of the contract which expired June 30, 2004, the District will allow, at the employee's option, to members who can demonstrate that they have health insurance coverage through a plan other than through the E-KCSD plan, an annual buy out of the employee's health insurance based upon the following formula:
  - a. The District will pay members \$1,000 for a buy out of their family plan with no other coverage under the District's Plan.
  - b. The District will pay members \$500 for a buy out of their single plan with no other coverage under the District's Plan.
  - c. The District will pay members \$500 for a buy out of converting from a family to a single plan.

All such buy outs are for twelve (12) months.

If the District is assessed additional penalties or should the District be required to share premium costs with other school districts within the St. Lawrence-Lewis Counties School District Employees Medical Plan, the in-network buyouts will, at the option of the District, be eliminated.

5. An employee who is covered as a spouse or dependent of another district employee shall not be eligible to be covered under the District's program as an employee of the District.

#### **B. Dental Insurance**

The District will pay \$25.00 per year per participating employee towards the cost of a dental plan with the employee paying the remaining cost of the premiums by payroll deductions.

The District agrees to add Schedule B to its dental insurance plan, provided that there is no additional cost to the District. This agreement is prospective only and is not retroactive.

#### **C. Right to Pursue Comparable Coverage**

The District reserves the right to pursue comparable coverage through other carriers.

#### **D. Eligibility to Purchase Health Insurance**

Employees who work less than twenty hours per week on a regular basis shall be eligible to purchase health insurance provided by the district. Each such employee who chooses this option shall contribute 100 percent of the premium for individual or family health plan insurance.

## ARTICLE X - WAGES AND OVERTIME

- A. Employees will be paid according to the schedules attached to, and made part of, this Agreement.
- B. Extra bus runs driven by bargaining unit employees shall be paid at the rate of \$10.73 per hour, 2004-2005, \$11.36 per hour, 2005-2006, and \$12.01 per hour, 2006-2007. Such drivers shall receive a minimum of two (2) hours pay for all extra runs outside of the District.

Bus drivers performing extra bus runs will be paid an additional 25¢ per hour, per year, included above.

- 1. Bus drivers performing extra bus runs shall be paid the above-mentioned rates when actually driving the bus or when otherwise on duty. For overnight extra bus runs, not less than 8 hours of the day attributable to sleep time of the driver shall not be compensated at all.
  - 2. When a driver is out of the District on an extra run (field trips, sporting events, band trips, etc.) extending for seven (7) or more hours, the District will reimburse the driver for incurred meal expense not to exceed \$5 for lunch and \$10 for dinner. The driver must submit the original receipt and a sworn voucher to the Business Office within one week of the incurred meal expense.
- C. Employees who work over 40 hours per week will, at the District's option, be paid overtime for such hours at the rate of time and one-half or be given compensatory time at the rate of time and one-half. Any compensatory time not taken on or before June 30th of each year shall be paid at the rate of time and one-half times the number of overtime hours worked. No paid time off shall be considered time worked for the purpose of computing overtime.
- D. Time clocks will be implemented and utilized by custodians, cleaners, cafeteria employees and any and all hourly employees.
- E. CHAPERONES: Bargaining unit employees shall have equal opportunity to chaperone, with compensation, for after-school events, exclusive of detention, after the deadline date for teaching staff volunteers.

## **ARTICLE XI - DRIVING ASSIGNMENTS**

The assignment of all driving, regular and "extra" runs, shall be consistent with the needs of the District and its pupils. Every effort will be made to follow the recommendations of the Bus Committee, § XVII, regarding procedures and systems for equitable allocation of extra bus runs, including the factor of the seniority of drivers. The District administration retains final decision-making authority on this subject, and the right to assign, transfer, or reschedule all runs in a manner conducive to the effective and efficient operation of its mission. Once assigned to a regular run, a driver will not be changed during the course of the year except under extenuating circumstances in which case the driver will be consulted before a change takes place. Provided there is no interference with a regular bus driver's performance of regular bus runs, regular drivers will be given preference over substitute bus drivers in the assignment of special and extra driving runs.

Any extra bus runs during regular hours that are five hours or more in length will be offered first to the full-time regular drivers. Any extra bus run less than five hours will be offered to the substitute drivers first.

When a regular bus driver is assigned to drive a special or extra bus run at a time which conflicts with that driver's performance of the regular bus run, the time spent away from the driver's regular bus run is compensated at the driver's regular rate of pay, but that time is deducted from the compensated pay to which the driver is entitled by reason of the driver's performance of the special or extra bus run.

### **Interpretation/Clarification:**

When a regular driver is assigned to drive a special or extra run at a time which conflicts with that driver's performance of his/her regular bus run (half day), the driver will be compensated as follows:

The driver will receive their regular run pay for the first two (2) hours of the extra run and receive the hourly rate for any additional hours of the special or extra run.

This article becomes effective at the time of the ratification of the now tentative agreement.

Each bus driver shall have the responsibility to clean the inside of the bus assigned to that driver at the conclusion of each day's run.

A 'basic run' is defined as a daily run of four (4) hours (plus or minus one-half hour) of a driver's total expended time. All driving of a basic run driver beyond the basic run will be paid at the following hourly rate:

2004-2005 - \$10.73      2005-2006 - \$11.36/hour      2006-2007 - \$12.01/hr.

### **ARTICLE XII- RETIREMENT**

Upon retirement, the District will continue it's present retirement plan (75-i) and, effective July 1, 2001, the 41J Option will be available. Upon retirement, the District will buy back an employee's accrued and unused sick leave at the rate of \$15 per day to a maximum of 100 days.

### **ARTICLE XIII - REDUCTION IN FORCE AND RECALL RIGHTS**

A. In the event of lay-offs, reductions in force, or substantial change in job duties of bargaining unit personnel, the District shall notify the Association in writing as soon a decision is made. The Association shall have ten (10) working days to notify the District, in writing, of a desire to negotiate the impact of the decision. Such negotiation shall begin no later than fifteen (15) working days following receipt of the Association request. Lay-off shall be based upon seniority by job title within department. For the purposes of this clause, 'departments' and/or 'job titles' are defined as:

- A) Bus Drivers
- B) Motor Equipment Mechanic
- C) Custodial
  - 1) Custodial Workers and Custodians
  - 2) Cleaners
- D) Cafeteria
  - 1) Cafeteria Worker I - 5 hours or more per day
  - 2) Cafeteria Workers II - less than 5 hours per day
- E) Classroom Support Staff
  - 1) Teaching Assistants
  - 2) Teaching Aides
- F) Clerical
- G) Bus Monitors
- H) Pool Facility Manager

In the event of lay-off in those departments with more than one (1) job title, senior unit members may 'bump down' into a lower classified job title within the department, i.e., Custodian/Custodial

Worker to Cleaner, Cafeteria Worker I (5 hours or more) to Cafeteria Worker II (less than 5 hours).

- B. All employees (full-time or part-time) in the non-competitive or labor class of the Civil Service, with exception of substitute employees and Teaching Assistants, shall be entitled to be recalled, in order of their seniority, (based on the date of hire in that job title) for an opening or new position in the same job title for which the layoff occurred, for a period of one year commencing from the date of layoff.

For the purpose of layoff and recall, seniority means and is based upon the employee's date of hire in the job title irrespective of hours worked.

When such employee is on layoff he/she shall not accrue seniority, but his/her accumulated seniority shall be restored upon returning to work.

Such employee shall lose seniority and shall be terminated from employment automatically when any one or more of the following occurs:

1. He/She has been on layoff for a period of more than two years, duration.
2. He/she resigns.
3. He/she retires.
4. He/she has refused, or was non-responsive, to a recall pursuant to Article XIII, B. of this Agreement.
5. If he/she has been laid off from a position requiring certification or licensure and has failed to maintain current status.

#### **ARTICLE XIV - POSTING**

The Association President shall be notified in writing of any vacancy in existing unit positions or of any new bargaining unit position(s) at least one (1) week prior to advertising the position to the general public.

## **ARTICLE XV - STAFFING BY CAFETERIA FOR EVENING EVENTS**

- A. The cafeteria staff shall provide appropriate staffing for three evening banquet type events of the school district consisting of two events of more than one hundred (100) diners and one event of not more than one hundred (100) diners each year pursuant to the terms hereof, as such events shall have been scheduled by the school administration. Administration shall notify the cafeteria staff of the proposed dates of such events as same are scheduled.
- B. Cafeteria staff working such an evening event will be paid a minimum of two (2) hours at their regular hourly rate. The maximum time requirement will be five (5) hours per event for each employee.
- C. Volunteers will first be sought for each evening event. Every reasonable effort will be made to find such volunteers. In the event that sufficient volunteers cannot be obtained, staff members will be assigned to the evening events.
- D. The provisions of the foregoing shall not prevent, by mutual agreement, cafeteria staff from working at such other evening events as shall be scheduled by administration.
- F. Substitutes: When substitutes are needed in the cafeteria, the cook/manager will call for substitutes, it being understood that the substitutes will not be in the bargaining unit. Incumbent workers in the cafeteria may move up the steps of the contract upon the recommendation of the cook/manager.

## **ARTICLE XVI - PROBATIONARY EMPLOYEES**

Except for Teaching Assistants, whose probationary period is governed by the Education Law, an employee hired on or after July 1, 1992, shall be deemed and considered to be in a "probationary" status until completion of six months of service for the school district. The discipline or discharge of an employee who is in probationary status shall not be a violation of this agreement and shall not be subject to review in the grievance procedure.

## **ARTICLE XVII - BUS COMMITTEE**

- A. A committee shall be formed for the purposes of exchanging information between

administration and the bus drivers with regard to matters of mutual concern relating to the operation of the school buses. This committee shall consist of the school superintendent and two school administrators appointed by the superintendent to serve on that committee as well as three to four bus drivers appointed by the association president.

- B. Unless mutually agreed otherwise, there shall be five (5) bi-monthly meetings of such committee per school year, the first meeting to take place in early August of each year for the purpose of discussing the planning of regular and extra bus routes and runs. Such meetings shall take place at the bus garage, usually between the morning and afternoon bus runs. No member of such committee shall receive any additional compensation by reason of service upon such committee.
- C. Topics of discussion may include any matters relative to the operation of the school buses including the subject of student discipline and the reporting of same.

#### **ARTICLE XVIII - PHYSICAL EXAMINATION OF NEW EMPLOYEES**

Any applicant for employment as a bus driver with the school district who shall have been offered a position with the school district shall, prior to completion of required training for the position and prior to the first day of work in that position, submit to a physical examination to be conducted by the District's school physician. All charges and costs attendant to that examination by the school physician shall be at the expense of the school district. All new employees shall also have to pass a drug and alcohol test, to be administered, as determined by the district, within not more than forty-five (45) days subsequent to that employee's first day worked.

#### **ARTICLE XIX - SAFETY**

Custodial employees and bus maintenance employees of the district are required to wear safety steel-toed work shoes and/or boots at all times when they are on the job. The District will reimburse an employee up to \$85 per year for the cost of required steel-toed work shoes, upon presentation of a dated original receipt.

Each year, the district will provide all maintenance employees five shirts, each with their names inscribed on them. All maintenance employees shall wear the District's shirt at all times when the employee is on duty and at no other time unless approved by the district. The employee shall be

responsible for the laundering and continued maintenance of the shirts. Such shirts shall at all times remain the property of the district, to be returned to the district upon the district's request, upon the employee's termination of employment and/or when such shirts are to be discarded.

## ARTICLE XX - TEACHING ASSISTANTS

Teaching assistants must provide to the District documentation from the State Education Department indicating continuing qualifications obtained for the teaching assistant position. After probation, teaching assistants shall be eligible for tenure as provided for by law. In addition to their duties, teaching assistants shall attend the following activities:

- A. faculty meetings
- B. open houses
- C. Superintendent's Days

On Superintendent Conference Days, the District shall provide Teaching Assistants with professional development activities designed to assist the Teaching Assistants to obtain and maintain qualified status under the Elementary and Secondary Education Act of 1965, as amended, 20 USC 6301 et seq. (2002). Notification of opportunities for participation in such professional development, in-district and provided by St. Lawrence-Lewis Counties BOCES, will be shared with Teaching Assistants in a timely manner.

For 1-on-1 Assistants or Aides who are impacted by the extended work day, salary will be adjusted for the additional two hours per week of work in this fashion, based upon their current salary:

$\$14,214 \div 1260 \text{ hrs. per year (7 hrs. x 180 days)} = \$11.28/\text{hour} \div 2 \text{ (for } \frac{1}{2} \text{ hr.)}$   
144 days of  $\frac{1}{2}$  more at \$5.64 per day, or \$812.16, added to \$14,214 =  
new salary of \$15,026.18, when extended day is implemented.

The actual salary rates subsequent to the 2001-2002 year, will be calculated using the above example as a pattern.

Should the implementation of the extended day have a direct impact of additional hours on other titles, the employees affected will be compensated in the same manner.

## **ARTICLE XXI- FOOD SERVICE EMPLOYEES**

Those hourly compensated food service employees who are regularly scheduled to work five (5) or more hours in a day, shall be entitled to one (1) fifteen (15) minute break during the workday, as scheduled by the supervisor.

## **ARTICLE XXII- SAVINGS AND SEPARABILITY CLAUSE**

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE XXIII - LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE XXIV - DURATION OF AGREEMENT**

- A. This Agreement shall become effective upon signing by the parties, and will remain in force and effect until June 30, 2007; however, base salaries shall be retroactive to July 1, 2004.

The following increases shall be distributed, subject to the provisions of other sign offs:

Retroactive	-	2004-2005	2.5% (retroactive to July 1, 2004, across the board)
		2005-2006	3.5%
		2006-2007	3.5%

B. This Agreement may be amended by mutual consent with written evidence of said consent being presented by each party to the other.

**ARTICLE XXV - DISCIPLINE AND DISCHARGE**

Employees in the non-competitive and labor classes, after completion of a probationary period, shall be afforded the same right that New York State employees in the provisions of Section 75 of the Civil Service Law, as it relates to removal or suspension.

**ARTICLE XXVI - RIGHT TO CHANGE JOB DESCRIPTIONS**

The District retains the right to change job descriptions in any department, according to the needs of the District. The Association retains the right to bargain the impact of changes in terms and conditions of employment created by changed job descriptions.

Jack White  
For the Association

William C. Cattergott  
For the District

Date: 6-14-05

Date: 6/14/05

## NON-INSTRUCTIONAL SALARY

July 1, 2004 - June 30, 2007

<u>Custodians</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
L, G, V, E	\$23,589.	\$24,415.	\$25,270.
H	\$28,058.	\$29,040.	\$30,056.
R	\$32,457.	\$33,593.	\$34,769.
<u>Cleaners</u>	\$11.33/hr.	\$11.73/hr.	\$12.14/hr.
<u>Bus Drivers</u>			
Basic Run ( 4 hrs. See pg. 11)	\$12,960.	\$13,414.	\$13,883.
6 Hour	\$16,580.	\$17,160.	\$17,761.
8 Hour	\$21,356.	\$22,103.	\$22,877.
<u>Clerical (7 hour day)</u>			
Guidance Secretary	\$22,541.	\$23,330.	\$24,147.
CSE/Attendance Secretary	\$20,242.	\$20,950.	\$21,683.
<u>Mechanics</u>			
Motor Equip. Mechanic	\$27,716.	\$28,686.	\$29,690.
<u>Bus Monitors</u>	\$9.07/hr.	\$9.39/hr.	\$9.72/hr.

A bus monitor who is assigned to work in the cafeteria, performing the duties of a cafeteria aide, will be compensated at the rate of a cafeteria aide for all time worked in that capacity.

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
<b><u>Cafeteria</u></b>			
For the individuals who are newly appointed to a cafeteria position on or after July 1, 2004, the following shall be applicable, upon completion of their entry-level salary:			
Cafeteria Workers Before 7/1/04:	\$11.53/hr.	\$11.93/hr.	\$12.35/hr.
After 7/1/04:	\$ 8.85/hr.	\$ 9.16/hr.	\$ 9.48/hr.
Head Cook	\$16,975.	\$17,569.	\$18,184.
Asst. Cook	\$12,484	\$12,921.	\$13,373.
Head Cafeteria Aid Before 7/1/04:	\$15,046.	\$15,573.	\$16,118.
After 7/1/04:	\$12,477	\$12,914	\$13,366
<b><u>Teacher Aides</u></b>	\$12.04/hr.	\$12.46/hr.	\$12.90/hr.
<b><u>Teacher Assistants</u></b>	\$16,547	\$17,126	\$17,725.
<b><u>Pool Facility Manager</u></b>			
Full-time - 8 hours - 10 mos.	\$20,371	\$21,084.	\$21,822.
<b>Entry salary</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
A. Bus Drivers	\$ 8,400	\$ 8,400	\$ 8,400
B. Clerical: 10-Month	\$13,875	\$13,875	\$13,875.
11-Month	\$15,136	\$15,136	\$15,136
C. Mechanics	\$18,306.	\$18,306.	\$18,306.
D. Cafeteria Workers	\$6.25/hr.	\$6.25/hr.	\$6.25/hr.
E. Teacher Aides	\$8.00/hr.	\$8.00/hr.	\$8.00/hr.
F. Bus Monitors	\$5.75/hr.	\$5.75/hr.	\$5.75/hr.
G. Cleaners	\$7.00/hr.	\$7.00/hr.	\$7.00/hr.
H. Custodians	\$16,603	\$16,603	\$16,603.
I. Teaching Assist.	\$8.75/hr.	\$8.75/hr.	\$8.75/hr.
J. Lifeguard	\$58/day	\$58/day	\$58/day

Entry salaries shall be for a period of twelve (12) months from date of hire. Entry level salaries prior to the signature of this contract will be grandfathered.

When an employee has completed 12 months of service in an entry level position of a job title, then moves to another higher paying job title, that employee will be paid at the rate of the entry level for the new job title, or at the rate of the employee's previous compensation rate, whichever is higher, for the first 12 months that the employee is in the new job title.

**MEMORANDUM OF AGREEMENT**

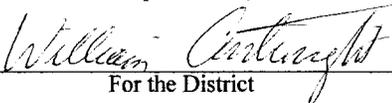
It is hereby agreed between the Edwards-Knox Central School District ("District") and the Edwards-Knox Service Employees Association ("Association") that the position of Pool Facility Manager will be a ten-month position of employment with the District.

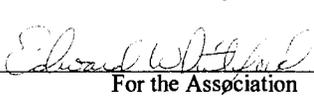
The District and the Association agree that the following constitutes a list of the responsibilities of the Pool Facility Manager. This list will constitute a "side letter agreement" between the Association and the District with respect to such matters, it being further understood that subject to the Association's right to bargain the impact, the District reserves the right to change, alter or amend the job description of this position and the duties expected of the incumbent in that position.

The Pool Facility Manager will work 8:00 A.M. to 4:00 P.M. as a ten-month (200 days) per year employee, receiving the same benefit time as other ten-month employees.

Year 1: \$18,375                      Year 2: \$19,110                      Year 3: \$19,874

1. Responsible for maintaining the schedule of aquatic activities.
2. Responsible for back-up testing of the pool water.
3. Responsible for consulting with maintenance personnel on pending problems.
4. Vacuum and brush the pool twice weekly.
5. Operate the dolphin pool cleaner daily and change bags.
6. Maintain WSI (no teaching responsibilities anticipated), Lifeguard Certification and CPO and perform the duties and functions relative to such credentials and positions; and
7. Clean the pool facility and area; to wit, perform the duties now done by the cleaner.

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
For the Association

Date 12/18/01

Date 12-19-01

Dr. William Cartwright  
Superintendent of Schools

Jeffrey A. Davis  
Jr.-Sr. H.S. Principal  
562-3227 or 347-3410

Suzanne L. Kelly  
Elementary Principal  
562-3284 or 347-3210

**EDWARDS-KNOX CENTRAL SCHOOL DISTRICT**

P.O. BOX 630  
RUSSELL, NEW YORK 13684-0630

PHONE: (315) 562-8326

FAX: (315) 562-8433

BUS GARAGE: (315) 562-8440

SCHOOL-BASED HEALTH CLINIC: (315) 562-7242

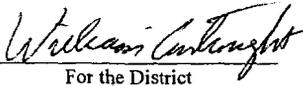
BOARD OF EDUCATION  
Andrea Webb, President  
Wheeler D. Maynard, Jr.,  
V.P.

Amanda Fuller  
Karen A. Harmer  
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Dianne L. Hurley  
Kelly J. Stone  
Donald E. Washburn  
Thomas F. Wood  
Kay C. Arno, Clerk

**Memo of Understanding**

EKCS Service Employees Assoc.  
% Jack White, President

For purposes of Health Insurance and Over Time, it is understood and agreed that actual time worked and not pay hours are to be used when calculating eligibility.

  
For the District

Date 11/8/04

  
For the Association

Date 11-8-04

## MEMORANDUM OF UNDERSTANDING

Date: November 9, 2004  
EKCS Service Employees Assoc.  
Jack White – President  
Re: Bus Monitor

Due to the fact that the full-time Bus Monitor is attending college it has created a situation whereby she is no longer working the hours required that qualify her for health insurance. It has also created the situation where a less senior part-time monitor is working hours in excess of the 20 hours needed to qualify her for health insurance.

Resolution for the 2004-05 school year only, not to be prejudicial or president setting shall be as follows:

The full-time monitor (Sherry Laplante), who has already be given the insurance buyout for the 2004-05 school year, will not have to refund the district these monies. She must however make every effort possible to try and work additional hours. In the event that circumstances do not change for the 2005-06 school year and she still does not work enough hours to qualify for health insurance none will be provided.

The part-time monitor (Bonnie Hall), who is working over the 20 hours, will be considered full-time for the 2004-05 school year only, and as such will be given a prorated single buyout for the remainder of the 2004-05 school year. She also agrees to continue a one hour PM run for Kendra Horn.

As agreed:

William Cartwright  
Dr. William Cartwright  
Superintendent

11/16/04  
date

Jack White  
Jack White, Union President

11-15-04  
date

Sherry Laplante  
Sherry Laplante

11-15-04  
date

Bonnie Hall  
Bonnie Hall

11/10/04  
date

