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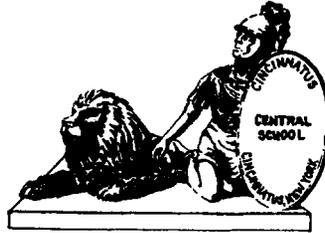
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8284



CONTRACT BETWEEN THE

CINCINNATUS CENTRAL SCHOOL

SUPPORT STAFF ASSOCIATION

AND THE

SUPERINTENDENT OF SCHOOLS

ON BEHALF OF AND FOR THE

CINCINNATUS CENTRAL SCHOOL DISTRICT

7/1 6/30
2004-2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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INTRODUCTION

The Cincinnati Central School Board of Education values the opinions and concerns of the District's support staff and encourages good communication between the support staff and the administrative team via meetings, workshops, etc. The purpose of this document is to identify the terms and conditions of employment for employees of the support staff as authorized by the Cincinnati Central School Board of Education.

ARTICLE 1 RECOGNITION

The Board, having determined that the Association is supported by a majority of employees, hereby recognizes the Association as the exclusive negotiating agent for all full and part-time employees in such unit defined as follows:

INCLUDED: All regularly employed full and part-time support staff employees: cooks, food service helpers, custodial, building and grounds, maintenance staff, bus drivers, mechanics, mechanics helper, garage attendant, bus aides, head night custodian, keyboard specialists, clerks, attendance officer, teacher aides, cafeteria aides, health aide, and school nurse. Also included are long term substitutes which shall be defined as a temporary employee who is employed in place of a regularly appointed bargaining unit employee who is absent for a semester or more but who is expected to return. Long-term substitutes shall be entitled to only placement on the salary schedule and/or hourly rate of pay, workers' compensation coverage, overtime, and the grievance procedure.

EXCLUDED: Superintendent, School Business Official, Elementary and Secondary Principal, Psychologist, Guidance Counselor, Transportation Supervisor, Cafeteria Cook/Manager, Superintendent of Buildings and Grounds, secretary to the Superintendent/District Clerk, Business Office typist/account clerk, Principal account clerk/District Treasurer and payroll clerk.

This Recognition shall remain in effect for the duration of this agreement and/or as provided by law.

**ARTICLE 2
NEGOTIATIONS**

- A. Within fifteen (15) days after October 1, of the year in which this agreement expires, either party may request in writing to the other
- B. Thereafter and as soon as reasonably possible, a meeting date shall be established and a mutual exchange of proposals shall transpire and ground rules established.
- C. Proposals advanced by either party subsequent to the initial exchange of packages will be considered.
- D. Meetings will be arranged at a time and place mutually agreeable to both parties.
- E. Upon request of either party, all available information germane to the issues of negotiations will be provided in a timely manner.

**ARTICLE 3
AGREEMENT SCOPE**

This Agreement shall constitute the full and complete commitments of the District to the Cincinnati Support Staff Association. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

**ARTICLE 4
MANAGEMENT RIGHTS**

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, introduce, direct and control its operation; to determine the location, design, size, and number of buildings; to decide the business hours of its operations; to decide the types of starting and quitting time for employees, work schedules, and number of hours to be worked; to hire, layoff, assign, transfer, and promote employees; to select and hire, to promote to a better position; to discharge discipline, demote or suspend with or without pay, and to maintain discipline and efficiency of employees; to determine the number of non-teaching staff; and to determine the method of operation of the cafeteria; to determine the method of evaluation; to establish busing procedures and requirements; to determine whether or not to subcontract; to determine the numbers and duties of employees; to discontinue or consolidate programs and to make reasonable rules and regulations pertaining to employees covered by this Agreement, except as specifically and expressly modified by this contract.

**ARTICLE 4 A
DEFINITIONS**

- Hourly Employee: A person who is paid biweekly the actual number of hours worked for the paid period.
- 240 day Employee: A twelve-month employee who does not work student breaks in the academic year.
- 260 day Employee: A person who works the entire calendar year.
- Lost Time: A person who does not complete their contracted services will have their pay reduced appropriately (base plus longevity) for the ensuing pay period.
- Seniority: The length of continuous service within the job title with the District.

**ARTICLE 5
PAY SCHEDULE AND DEDUCTIONS**

A. Payroll Process

Paychecks will be issued every two (2) weeks usually on a Friday. Twelve-month employees will receive their annual salary in twenty-six (26) paychecks. Ten month salaried employees will receive their annual salary in twenty-two (22) paychecks. (Non-salaried or non-annualized employees will be paid on a twenty-two (22)-pay schedule.)

B. Deductions

The Board of Education agrees to permit deductions from the paychecks of support staff for retirement, health and dental insurance, tax sheltered annuities, credit union, savings plan, direct deposit, United Way and Association dues.

C) Pay Increases for All Support Staff - All support staff will receive an increase in their rate of pay as follows:

2004-2005	four percent (4%)
2005-2006	four percent (4%)
2006-2007	four percent (4%)
2007-2008	four percent (4%)
2008-2009	four percent (4%)

D. Additional Pay

1. **Overtime Pay** - All support staff will be compensated for work in excess of forty hours per week at the rate of time and one-half times their hourly rate provided overtime was with prior approval of their supervisor. Overtime shall be distributed as equitably as possible, except where special skills or unusual circumstances warrant otherwise.
2. **Call-In Time** - Any bargaining unit employee who must report to work during his/her time off shall be compensated for the greater of three (3) hours' pay, or the total time he/she works. Such compensation shall be governed by the overtime procedure then in effect. The bargaining unit employee shall be called on a rotation basis from an approved list developed by mutual consent between the District and the Association.
3. **Out Of Title Work** - All unit employees if required in writing by their immediate supervisor, to substitute for another employee in a higher classification, shall receive a payment of \$1 per hour above his / her regular rate of compensation. This premium rate shall be applicable after 5 consecutive work days in the higher classification and shall then be retroactive to the first day of said assignment.

ARTICLE 5, PAY SCHEDULE AND DEDUCTIONS, continued

SECTION D, ADDITIONAL PAY, continued

3. Bus Driver Two-hour Mandatory Refresher Course Compensation

All bus drivers taking the two 2-hour mandatory refresher courses will be compensated at eight dollars (\$8.00) an hour for a total of \$32 a year for all sessions.

4. Bus Driver Thirty-Hour Mandatory Training

Bus drivers who complete an approved Basic NY State School Bus Driver Instructional Program (30 hour training) will be paid \$8.00/hour, provided that they drive school bus for this District as a "regular" driver for a period of three months or "substitute" driver for a period of six months and have actually driven at least on 25 (twenty-five) different days.

5. Rates of Pay for Bus Drivers

- A) Normal Bus Runs: AM/PM 1 hour each - minimum of two hours; negotiated salary to be annualized.
- B) BOCES runs will be paid at the rate of twelve dollars (\$12.00) per published scheduled hour.
- C) Late Bus/Extra Trips will be paid twelve dollars (\$12.00) per hour by the published schedule. Wait time will be paid at twelve dollars (\$12.00) per hour from garage to garage. (No separate drive and wait time.) Overnight trips shall be paid from garage to check-in for the overnight location, and from the time of departure from the hotel or other overnight location to Cincinnati or subsequent overnight location.

All extra trips will be posted and offered to bus drivers. Only in the event that a regularly employed bus driver does not accept a trip posted, can it then be offered to another unit member (mechanic or mechanic's helper) before being offered to a non-bargaining unit member.

- D) Meal Reimbursement will be \$7.00 for Lunch and \$10.00 for Supper. Receipts are required for reimbursement and the school is not legally allowed to pay taxes.

6. All bus drivers who show up for an assigned extra trip and find that the trip has been canceled will receive one hour of work time at their current rate of pay. If the bus driver is returning from a regular run and finds that the extra trip is canceled, he/she shall be entitled to the next unassigned extra trip.

**ARTICLE 6
HOURS OF WORK/WORK YEAR**

- A. Cafeteria - Cook and Food Service Helpers - Hours as assigned/10 months/hourly/academic calendar. Cafeteria employees will ordinarily observe the student vacation schedule adopted by the District. The exceptions to this may be meal preparation, clean up or inventory activities scheduled by the Cafeteria Manager on other than school days and/or workshop days scheduled by the CSO when students are not present but certain personnel are asked to report for orientation in in-service training activities.
- B. Custodial/Maintenance - Eight hours (plus 1/2 hour unpaid meal break) as assigned/12 months/salaried/260 days
- C. Garage
1. Bus Drivers/hourly - Two hours minimum/185 days/additional runs as posted.

Bus drivers will ordinarily follow the student vacation schedule as adopted by the District. Exceptions to this may be the scheduling of workshop days by the CSO when students are not present but personnel are asked to report for orientation or in-service training.
 2. Mechanics - Eight hours (plus 1 hour unpaid meal break) as assigned/260 days
 3. Garage Attendant – Eight hours (plus 1 hour unpaid meal break) as assigned/260 days
- D. Clerical
1. Keyboard Specialists
Seven and a half hours (plus 1/2 hour unpaid meal break) /240 days/hours as assigned
 2. Clerks
Seven hours (plus 1/2 hour unpaid meal break)
240 days/hours as assigned
 3. Minimum Summer Hours
Six-hour work day, no lunch
(8:00 a.m. - 2:00 p.m.)

ARTICLE 6, HOURS OF WORK/WORK YEAR, continued

- E. Teacher Aides - Seven hours (plus 1/2 hour unpaid meal break)/academic calendar/hourly.
- F. Nurse - Seven hours (plus 1/2 hour unpaid meal break) /10+ months /salaried (summer work as required - per diem)
- G. Bus Monitors - Job hours will be arranged by the immediate supervisor with the approval of the Chief School Officer. Hourly as assigned.
- H. Cafeteria Monitor - Job hours will be arranged by the immediate supervisor with the approval of the Chief School Officer. Hourly as assigned.
- I. Attendance Officer - Job hours will be arranged by the immediate supervisor with the approval of the Chief School Officer. Hourly as assigned.
- J. Part-time Workers
Part-time workers may be employed in any of the job categories above. Pay for part-time employees is set at an hourly rate. Job hours will be arranged by the immediate supervisor with the approval of the Chief School Officer.

**ARTICLE 7
PAID HOLIDAYS**

- A. All full-time clerical employees (240 days) will receive the following holidays with pay:
(12)

- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and Friday following
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day

ARTICLE 7, PAID HOLIDAYS, continued

- B. All other full-time twelve month employees (260 days) will receive the following holidays with pay each year: (12)

Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day and Friday following
Christmas Day
New Year's Day
Martin Luther King Day
Memorial Day
Two (2) floating holidays (as determined by the supervisor and employees)

- C. Teacher Aides, Cafeteria employees, Bus Aides who work four or more hours a day will receive the following holidays with pay each year: (6)

Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Memorial Day

- D. The school nurse will receive holidays per the academic calendar.

- E. Employees must work the last scheduled work day before and the first scheduled work day after a holiday in order to receive holiday pay. However, employees are allowed to use a sick day before or after a holiday, but the parties agree the intent is not to create a pattern of using sick leave before or after a vacation or holiday.

**ARTICLE 8
VACATIONS**

- A. All full-time twelve-month employees will receive the following vacation time with pay when they have attained the length of service indicated in the following table:

<u>Length of Service on July 1</u>	<u>Vacation Time</u>
Less than 10 months	1 day for each month worked
10 months but less than 2 yrs	5 days
2 years but less than 10 years	10 days
10 years or more	15 days

- B. Vacation pay shall be based on the employee's current pay schedule at the time his/her vacation is taken.
- C. Vacation Period - School authorities shall schedule all vacations. Employees will submit vacation date requests on appropriate forms to their immediate supervisor for consideration. The employees' wishes will be given consideration in such scheduling but seniority and operating requirements of the school system shall be the prime factor in determining the schedule. Employees should ordinarily avoid choosing the week after school closes or the week before school opens as vacation time.
- D. General Rules - Vacations are not cumulative and must be taken within the following fiscal year. An employee who is unable to take vacation because of work demands verified by the supervisor may be allowed to roll-over vacation time into the following year or receive vacation pay in lieu of vacation time off.

ARTICLE 9
STUDENT RECESS PERIODS

- A. Twelve Month Employees (240) will ordinarily not work during the scheduled academic year student recesses.
- B. Ten Month Employees will ordinarily not work during the scheduled academic year student recesses.
- C. The school nurse will ordinarily not work during the scheduled academic year student recesses.
- D. Bus drivers will ordinarily follow the student vacation schedule as adopted by the Board of Education. Exceptions to this may be the scheduling of workshop days by the Chief School Officer when students are not present but personnel are asked to report for orientation or in-service training.
- E. Cafeteria employees will ordinarily observe the student vacation schedule adopted by the Board of Education. The exceptions to this may be meal preparation, cleanup or inventory activities scheduled by the Cafeteria Manager on other than school days and/or workshop days scheduled by the Chief School Officer when students are not present but certain personnel are asked to report for orientation or in-service training activities.
- F. Employees covered by paragraphs A, B, and C, if requested to work beyond the limitations set forth therein, shall be paid at an appropriate hourly rate.
- G. Emergency Closing Days

All twelve (12) month employees are expected to report to work when school is closed due to emergencies, including but not limited to extreme weather conditions and facilities malfunction. Unless the Chief School Officer specifically decides that the emergency closing applies to all or portions of the above personnel, these employees must report to work in order to receive pay for the day. An employee who cannot report for work may utilize a Personal Business Day or a Vacation Day in lieu of a salary deduction.

The supervisors of the above employees have the prerogative of changing actual hours of work to accomplish special tasks and/or accommodate staff members.

**ARTICLE 10
PERSONAL ILLNESS, PERSONAL BUSINESS AND FAMILY LEAVE DAYS**

Leave Credits -- In cases of personal illness, and personal business, the following table indicates the number of days leave, with full pay, allowed each employee during a fiscal year and the cumulative maximum total possible for any such unused days.

<u>Total</u>		<u>Yearly</u> <u>Allowance</u>	<u>Possible</u> <u>Accumulation</u>
	<u>Employee</u>		
	Transportation Employees (12 months)	14	200
	Custodial Employees	14	200
	Clerical Employees	14	200
	Aides	12	190
	School Nurse	12	190
	Cafeteria Employees	9	190
	Bus Drivers, Bus Aides	6	190
	Cafeteria Monitor	6	190
	Bus Drivers, Bus Aides	6	190
	Cafeteria Monitor	6	190
	Attendance Officer	6	190

Leave time must be taken in full or half days. After an employee has built up cumulative leave credits any leave in excess of the yearly allowance will be deducted from the total accumulation recorded for the employee by the Business Office. When any employee's bank of leave credits is totally used up, all further days allowed for personal illness or business, may be granted without pay with supervisor's approval.

A. Sick Leave

Sick time may be used for health related appointments. A doctor's proof of illness may be required as a prerequisite for payment for personal illness if the employee has been out for two (2) consecutive days.

**ARTICLE 10, PERSONAL ILLNESS, PERSONAL BUSINESS AND FAMILY LEAVE
DAYS, continued**

B. Personal Business Leave

1. Number of days per year allowed with pay: 2 days; 3 days for 12-month employees (1 sick day renamed).
2. Employees may utilize the days designated above only for matters which cannot be adjusted for outside of regular school hours and only for reasons of a serious enough nature so as to cause undue inconvenience and/or hardship.
3. Personal Business leave days shall be deducted from the employees leave credit as defined above.
4. Request for such absence must be submitted by completing the Personal Leave Request at least twenty four (24) prior to the expected leave date except in the case of an emergency, when advance written notice is not possible.
5. In the case of an emergency, the Personal Leave Request must be submitted within twenty-four (24) hours following the employees' return to work.
6. The reason for the requested leave must be stated and will be permitted only for the following reasons: Legal Matters, Funerals, Ceremonies, Education, Medical, Dental or Optical Appointments and Religious Observances.
7. If the reason for absence is not listed above, the employee is to state the specific reason for review and approval by the Chief School Officer or authorized designee.
8. Personal business days may not be taken immediately prior to or immediately following vacation or legal holidays except in emergencies and with approval of the Chief School Officer or authorized designee.
9. In cases of failure to complete and transmit a Personal Leave Request as required above, or if said request does not specify the exact nature (reason) for the leave as required above, said personal leave day shall be without pay.

**ARTICLE 10, PERSONAL ILLNESS, PERSONAL BUSINESS AND FAMILY LEAVE
DAYS, continued**

C. Family Leave

1. Immediate Family shall be defined as follows:
Husband, wife, son, daughter, brother, sister, parent (or foster parent) of an employee or spouse, grandparent or grandchild of employee or spouse or any individual residing with an employee in a familial relationship.
2. Family Illness - In the event of serious illness in an employee's immediate family, the person shall be allowed up to five (5) days leave per year with pay. This leave shall be in addition to any other leave contained herein and is non-cumulative. A doctor's proof of illness may be required as a prerequisite for payment for family illness.
3. Death in Family - ALL SUPPORT STAFF EMPLOYEES:
In the event of a death in the employee's immediate family and an employee shall be allowed up to five (5) days leave with pay at the discretion of the Chief School Officer or authorized designee. This leave shall be in addition to any other leave as contained herein, and is non-cumulative.

D. Absence from Work - Procedure for Reporting

Employees must telephone their immediate supervisor or designated person as far in advance as possible, but no later than 1 1/2 hours before their scheduled work day.

A doctor's proof of illness may be required as a prerequisite for payment for personal or family illness. An employee who is absent from work under a doctor's orders must provide written confirmation from the doctor of his/ her inability to work. If no return date is indicated, the employee must again provide written confirmation from the doctor of his/her ability to return to work.

**ARTICLE 11
PARENT LEAVE**

- A. Expectant employees shall be entitled to request a leave of absence without pay for a maximum period of one (1) school year. An extension may be granted in accordance with Section E of this policy. Request for such leave shall be made in writing to the Chief School Officer as soon as the fact of pregnancy is known or not later than the fifth (5th) month. Request shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted. The return shall be set so that insofar as possible, the continuity of the educational program shall not be disrupted.
- B. An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so as certified by her physician.
- C. Prior to the commencement of the leave without pay, leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by a physician that such leave is due to such medical disability will be required. If the District is not satisfied with the certification submitted by the employee's physician, the District's physician may consult with the employee's physician as to the basis of the findings of her physician.

If the District is still not satisfied after consultation with the employee's physician, then a third (3rd) medical opinion may be sought by and paid for by the District and said opinion shall be controlling.

- D. An employee who is on a leave without pay as permitted by this section shall notify the Chief School Officer ninety (90) calendar days prior to the desired date of active reemployment. Upon such notice, said employee shall be assigned to a position within the same job area he/she held prior to the commencement of the leave unless such position has been abolished by the Board of Education. If his/her position has been abolished, the Chief School Officer shall explore the possibility of placing the employee into another position, if one is available.
- E. While on leave an employee shall have the option to remain a member of the state retirement system. Other fringe benefit programs may be continued by contributing the amount required. This should be arranged with the Business Office before the leave commences.
- F. Employees on leave shall not be entitled to accrue seniority benefits nor salary increases. Upon reemployment said employee shall be paid the rate of compensation that he/she would have earned at the time of leave commencement.

**ARTICLE 12
OTHER LEAVES**

A. Jury Duty

The number of days necessary will be granted without loss of pay or deduction of leave credit. Notice of jury duty must be submitted to the employee's immediate supervisor. The employee shall continue to receive his/her usual wages (in lieu of a jury service fee) while on jury duty. The employee should notify the Commissioner of Jurors that he/she will be receiving regular wages during jury duty.

B. Military Leave

All support staff engaged in the performance of military duty under proper orders shall be granted all benefits guaranteed under law.

C. Association Leave

Upon advance written request to the Chief Executive Officer, the President of the Association or his designee shall be allowed a total of three (3) days per year leave with pay for Association business. If a substitute is required, the Association shall pay upon receipt of a bill of particulars from the Chief Executive Officer, the salary and fringe benefit expenses incurred by the District in securing said substitute. Unused Association leave days may be accumulated to a maximum of five (5) days for the succeeding year.

D. Short Business Leave

1. The respective supervisor may excuse unit personnel under their responsibility for short periods of time, not to exceed two (2) hours at the beginning or end of the school day (criteria to be the same as for personal business days), provided the unit personnel first makes every effort to schedule the appointment on his/her own time. The granting or denial of said time shall be at the discretion of the supervisor.

Except in extenuating circumstances as recognized by the Superintendent, each unit personnel shall be entitled to no more than three (3) short business leaves per year. These are non-cumulative.

Unit personnel must request short business leaves in writing and twenty-four (24) hours prior to the leave (except in emergencies) to the supervisor.

The short business leave shall be at no financial expense to the District. The unit personnel will attempt to arrange coverage with the aid of the supervisor and with minimal interruption in the learning process for all the students involved.

**ARTICLE 13
UNPAID LEAVES**

- A. The Board shall give consideration to an employee's request for an unpaid leave of absence not otherwise covered by this agreement. Each request shall be decided on its own merit and if granted shall not be controlling nor construed to be precedent setting for future Board actions. An employee should request this desire in writing to the Chief School Officer with sufficient timing to allow action at a Regular Board Meeting preceding the dates of the requested leave.
- B. If the employee is desirous of returning to work at the beginning of the next school year immediately following the termination of the leave of absence, written notice must be given to the Chief School Officer not later than April 15 of the year prior to which the employee intends to return. Failure to comply with this notification procedure will relieve the Board from its obligation to employ said employee and will constitute a voluntary resignation.
- C. The Chief School Officer may grant an emergency unpaid short-term leave of absence if in his/her opinion said leave would be in the best interest of the Cincinnati Central School District. If granted, the leave shall not be construed to be precedent setting for future such action.
- D. The immediate supervisor may grant a personal day request without pay of no longer than a one-day period providing that the employee's absence does not pose a problem to the school district operation.
- E. Employees on leave shall not be entitled to accrue seniority benefits nor salary increases. Upon reemployment said employee shall be paid the rate of compensation that he/she would have earned at the time of leave commencement.
- F. While on leave an employee shall have the option to remain a member of the state retirement system. Other fringe benefit programs may be continued by contributing the amount required. This should be arranged with the business office before the leave commences.

ARTICLE 14 INSURANCE

Health & Dental Insurance

- A. Effective September 1, 1995, or as soon thereafter as practical, the District will provide a health insurance plan whose benefits are equivalent to, or better than, those provided by Blue Cross/Blue Shield Central New York Regionwide plan, Option II, the present plan, on September 1, 1994. During this contract period, the provider, administrator, or method of delivery, may or may not be the same as present.
- B. The prescription card portion of the Health Insurance will be a \$2 generic/\$5 brand name drug fee.
- C. The District will pay ninety (90%) percent of the cost of individual coverage and eighty (80%) percent of the cost of dependent coverage.
- D. The District shall contribute ninety (90%) percent of the required premium for individual coverage and seventy-five (75%) percent for the required yearly premium for family coverage for enrolled employees for the Blue Cross and Blue Shield Dental Plan Basic and Supplemental Schedule A.
- E. Support staff on unpaid leave will have the right to continue participation in insurance programs and other benefits. Such participation shall be at no cost to the District.
- F. Eligibility Requirements

A person appointed to a position for a period of three or more months may apply for enrollment immediately upon employment if:

- 1. The employee works a regularly scheduled work week of 20 hours or more - or
- 2. If a regularly scheduled bus driver with a minimum two hour run each day.
- 3. New employees with employment date given as the first of a month will be eligible for coverage the first of the given month.
- 4. New employees with an employment date after the first of the month will be eligible for coverage the first day of the following month.
- 5. An employee who does not subscribe for coverage during the first month of employment will be required to wait three months for eligibility. The employee will be eligible for coverage on the first day of the month following the three-month waiting period.

ARTICLE 14, INSURANCE, continued

G. Health Insurance Buy-Out

1. Only unit employees enrolled in the District's health insurance plans under either the individual or dependent plan as of May 25, 2000 may elect to forgo either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the following terms:
 - a. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on an election form not less than 30 calendar days prior to the effective date of participation.
 - b. The financial inducement for withdrawing from the District's health insurance program shall be an annual payment¹ of \$1000 for individual coverage and \$1,500 for dependent coverage, pro-rated on a payroll period basis.
 - c. Payment of such financial incentive shall be made on a payroll basis as long as the employee chooses to participate in the District's health insurance buyout program.
 - d. An individual who terminates employment prior to the end of the plan year will receive a prorated amount based upon the actual amount of time the employee did not have the health insurance coverage.
 - e. Time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
 - f. If an employee elects to withdraw from the health insurance program and then decides to rejoin, the employee shall be eligible to immediately rejoin the health insurance program, but will not be eligible to participate in the health insurance incentive buyout program, without the express written consent of the Superintendent.
 - g. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. The District and the association caution that only those employees who have dependent coverage through a spouse's employment consider participating this incentive program. Each employee should become thoroughly informed and knowledgeable regarding the benefits, cost, employer's participatory share of such cost, etc., of their spouse's health insurance program.
 - h. This provision shall expressly sunset on June 30, 2004.

¹ one time payment, but continuing for the length of the employee's participation in the buyout program

ARTICLE 14, INSURANCE, continued

H. Retirement

1. Employees who have served in the District for a continuous period of ten (10) years of service prior to retirement, or a minimum of fifteen (15) years of cumulative employment prior to retirement and who retire from the District in accordance with the requirements of the NYSTRS or ERS may continue their health insurance after retirement at the following rates: Individual coverage-- District pays 75% and the employee pays 25%. Dependent portion of family coverage, the District pays 50% and the employee pays 50%.
2. Retirement shall mean that the employee is eligible to retire under New York State Teachers' Retirement or New York State Employees' Retirement.
3. When an employee reaches the age of 65 and is eligible for retirement,² the current cost of Medicare coverage will be deducted from the Employee's share of the Health Insurance coverage up to the amount the Employee pays. In the case of Family Coverage, the spouse's Medicare cost will be deducted from the family portion of the cost of coverage. In no case will an employee who retired prior to 1988 receive Medicare reimbursements in excess of the current health insurance premiums paid by the District.
4. Retiring employees who have individual coverage at retirement, may not switch to Family coverage once they have retired. If the employee's spouse deceases, the employee will switch to individual coverage. If the retired employee remarries, he/she may convert to family coverage if they retired with Family Coverage.
5. When a retired employee is decease, and the spouse was covered under family coverage, the spouse may continue his/her coverage under the school's insurance program at 100% of the District cost for Individual coverage. If there is an eligible dependent at the time of the retired employee's death, family coverage may be retained for the dependent as well at 100% of the District cost of coverage. If the spouse subsequently remarries, coverage will not be extended to the new spouse.

² age may be increase as per Federal law.

ARTICLE 14, INSURANCE, continued

I. Workers' Compensation

1. To assure eligibility for this coverage, employees should report all job related injuries to the Business Office. All injuries being reported is stressed because a report must be filed with the carrier if the injury causes a loss of time beyond either the date of the shift during which the injury occurred, or requires medical treatment beyond ordinary first aid, or requires more than two first aid treatments.
2. Sick leave taken by unit members as a result of an on the job injury shall be reinstated to the employees' accumulated sick leave on a prorated scale based on the extent to which the employer is reimbursed by the Compensation Carrier for wages during the employees' absence from work. This shall be computed by dividing the daily wage of the employees into the total reimbursement from the Compensation Carrier with the quotient equate to the number of days to be credited.
3. Further information may be obtained from the Business Office.

**ARTICLE 15
NEW YORK STATE EMPLOYEE'S RETIREMENT PLAN**

1. Mandatory Enrollment - Persons employed in full-time positions must be enrolled as retirement system members. "Full-time" positions are those in which the employment is on a twelve-month per year basis with a work week of not less than thirty hours and in which appointment is not to a temporary position or limited to a temporary period of less than one year.
2. Optional Enrollment - The privilege of membership cannot be withheld by an employer. Only the Comptroller may deny membership. Most support staff employees other than those defined in section C-1 above are eligible to join but are not required to do so.
3. Questions concerning Retirement System membership or the termination of membership should be directed to:

Member Services Bureau
N.Y.S. Employees' Retirement System
Gov. Smith State Office Building
Albany, New York 12244
(518) 474-7736

ARTICLE 15, NEW YORK STATE EMPLOYEE'S RETIREMENT PLAN, continued

4. Retirement/Sick Leave Benefit

Upon retirement, employees who have worked 10 or more years within the District, may choose one of the following options:

1. Payment of unused accumulated sick leave at the following rates:

7 - 8 hours employees - \$16/day
6-hour employees - \$12/day
4-hour employees - \$ 8/day
2-hour employees - \$ 4/day

2. The dollar amount of an employee's sick leave will be converted into a monthly amount by dividing the dollar value of the sick leave by the employee's life expectancy in months. This monthly credit will be applied toward payment of any required health insurance premium. If the credit from unused sick leave is not enough to cover the full employee cost of the premium, the employee pays the balance.

Daily rate of pay x number of sick days % actuarial life
expectancy in months = monthly value

EXAMPLE: \$80 x 50 sick days = \$4,000 % 216 months life
expectancy = \$18.52 monthly value.

\$37.65 - Individual retiree insurance premium
-18.52 - Monthly credit
\$19.13 - Net cost to employee

Employees considering retirement should review the retirement/sick leave benefit options with the Business Office. Business Office personnel will provide assistance in calculating both options so that employees can make informed decisions prior to retirement.

ARTICLE 16
RETIREMENT INFORMATION

An employee who is considering retirement is strongly advised to submit a Request for Estimate (RS6030) with the New York State Employees' Retirement System between six and 18 months prior to the contemplated date of retirement. The estimate will aid the member in planning post-retirement finances and choosing an option for the payment of his/her retirement allowance. Applications for retirement must be filed with the Comptroller not less than 30, but not more than 90 days before the actual date of retirement.

The Employees' Retirement System provides pre-retirement counseling seminars and individual consultations in 20 different locations, including Syracuse and Binghamton. A semi-annual newsletter for the Employees' Retirement System contains current information about plans and benefits and is mailed directly to employees, as is an annual statement of each employee's status within the retirement system.

An employee considering retirement should contact the Employees' Retirement System as follows:

Member Services Bureau
N.Y.S. Employees' Retirement System
Gov. Smith State Office Building
Albany, New York 12244

**ARTICLE 17
LONGEVITY AWARDS**

Longevity awards are to be given to deserving employees in addition to any annual increase. These awards are granted on the anniversary of an employee's employment upon recommendation of the Chief School Officer and will be prorated according to the number of hours worked at the time of the award. The Chief School Officer needs to certify satisfactory job performance over the given term (10 years, etc.) and dedicated service to the District. The awards will become part of an employee's base salary.

	7-8 hrs.	6 hrs.	4 hrs.	2 hrs.
10 yrs.	\$ 500	\$ 375	\$ 250	\$ 125
15 yrs.	250	187.50	125	62.50
20 yrs.	500	375	250	125
25 yrs.	250	187.50	125	62.50
30 yrs.	500	375	250	125
35 yrs.	750	562.50	375	187.50
40 yrs.	1,000	750	500	250

Bus Drivers hired after February 7, 1994, will achieve longevity as per the normal Support Staff longevity.

Those staff members with extended years of service, but with "unsatisfactory" comments after two (2) consecutive years in their file will be so notified and given an opportunity to meet with the Chief School Officer as to why and will be given a new longevity date. They will be eligible for longevity awards using the first "satisfactory" year as their base year (ex: hired 1972, negative write-up - 1978, eligible for longevity in 1988). Exceptions may be made with Board approval.

This longevity award policy applies only to those support staff who were regularly employed by the District prior to January 1, 1992. This entire longevity award policy will continue for a ten-year period and will end on December 31, 2012, unless specifically extended by the Board of Education.

ARTICLE 18
MISCELLANEOUS REGULATIONS AND PROVISIONS

A. Time Sheets

1. Employees may be requested to sign in and out for breaks at the discretion of their supervisor.
2. Extra trips will be signed on the back of the time sheet.
3. All Support Staff must submit biweekly time sheets. Actual time in and out should be noted, as well as the reason for any absences.

B. Coffee Breaks

Employees who work a minimum of four (4) hours are entitled to one fifteen (15) minute break. Breaks may be assigned at the discretion of the supervisor who may request employees to punch in and out for breaks.

C. Leaving the Building

Employees who need to leave the building during a break will notify their immediate supervisor upon departure and return.

D. Personnel Files

1. Only one official file, kept in the District Office, will be maintained on each support staff employee. Upon written notice 24 hours prior to the intended review by the employee of his/her personnel file and with the approval of the Chief School Officer and/or his authorized designee, employees may review in presence of an individual designated by the Chief School Officer, the material within their personnel folder. An employee shall be allowed to attach a written response to any material contained therein.
2. When material is to be placed in the official personnel file, the employees shall have the right to have a copy of it simultaneously to its placement in the file. Should the employee wish to respond (s)he will, have ten working days to respond and the response will be attached to the related material in the file.
3. Bus driver folders for 19A purposes are to be kept in a secured area by the Transportation Supervisor at the bus garage.

ARTICLE 18, MISCELLANEOUS REGULATIONS AND PROVISIONS, continued

E. Resignation

An employee who resigns must give a minimum of two (2) weeks notice. Hourly employees whose salary is annualized must give a minimum of three (3) weeks notice. Since these employees are "paid ahead" via annualization, payroll must have sufficient time to determine the final paycheck. Those who fail to give proper notice may forfeit vacation pay. The last paycheck will be held until all uniforms, school property, and equipment are returned.

F. Mechanics' tools will only be insured by the District if they are kept in their locked tool box on school grounds at all times. Each tool box will be inventoried each night and verified by the supervisor.

G. New Hires - The District will notify the President of the Association whenever a new employee is hired. This will allow the Association to provide contract information immediately.

H. Posting and Bidding - All support staff employment postings will be internally and externally posted simultaneously. Internal candidates are not guaranteed an automatic interview.

I. Mailbox Privileges - Staff shall have the right to use mailboxes to leave messages for other staff/faculty/administration.

J. Bulletin board space will be made available for the Association providing it is not normally visible to students.

ARTICLE 18, MISCELLANEOUS REGULATIONS AND PROVISIONS, continued

- K. Evaluation - Within ten working days after an evaluation, a personal conference between the staff member and supervisor/evaluator for purposes of clarifying the written report shall be held unless waived by both parties.
- L. Snow Days/Energy Days/Emergencies - During an emergency while school is in session (ex: bomb threat or fire), employees are responsible for the safe supervision and evacuation of students. Employees will not be required to place themselves in bodily danger beyond those duties normally required in the course of their jobs.
- M. Complaint Procedure - Should a complaint regarding an employee be made to any member of the Administration by a parent, student or other person which may influence an evaluation of an employee, the immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.
- N. Use of Volunteers - In the event of a reduction in force, all volunteer positions will be eliminated before any bargaining unit position is abolished.
- O. Transportation Allowance - A transportation allowance equivalent to the federal level shall be provided for an employee driving their personal car while traveling on school business. No employee shall be required to use their personal car for school business.
- P. Transportation Department
1. Field Trips/Late Bus Runs will be assigned by seniority rotation of drivers who have voluntarily signed up for these runs, unless it cannot be posted because of time or because of coach/driver.
 2. Drivers will keep the AM/PM run already assigned to them, unless they decide by mutual consent to change to another posted listing of another run.
- Posted runs will be given seniority choice.

ARTICLE 18, MISCELLANEOUS REGULATIONS AND PROVISIONS, continued
Transportation Department, continued

3. BOCES runs - Seniority choice
 - a. A driver with a BOCES run cannot take a field trip that interferes with their scheduled BOCES run.
 - b. All BOCES runs will be posted as they become available yearly, with seniority getting choice of runs. Seniority choice will be by rotation.
 - c. If any BOCES run is discontinued during the school year (July 1 - June 30), the lost driver cannot take a BOCES run already assigned to a junior driver.
 - d. If a driver does not take BOCES scheduled run (due to the use of leave), the driver will not be paid for the missed run.
 - e. If a driver misses a BOCES run because of unscheduled or emergency dismissal, the driver will not be paid for missed run.
 - f. If a driver has a scheduled BOCES run which is during the AM/PM run and his/her BOCES run is canceled for whatever reason, and is able to drive during the AM/PM runs for an absent driver, only the BOCES portion of the run will be deducted from his salary.
4. When a bus driver completes an activity run, but does not complete his/her PM run, the driver will be docked the base run fee (\$8.26) for the PM run.

**ARTICLE 19
DISCIPLINE/TERMINATION**

A. An employee who does not fulfill his/her job responsibilities, and/or is found to be in violation of District policy/procedures will be subject to progressive discipline, including, but not limited to:

- Verbal warning
- Written warning
- Suspension without pay
- Termination

Any serious dereliction of duty, violation of District policy/ procedure, or endangerment of students' and/or employees' welfare, may be grounds for immediate termination.

In the case of a formal written reprimand, the reprimand will specify where applicable, the following information:

1. the specific allegation
2. rule or law broken
3. time of alleged incident(s)
4. location of alleged incident(s)

The procedure for placement of the written reprimand in the employee's file will be the same as for other materials.

B. For those individuals not otherwise covered by Section 75 of the Civil Service Law, such individuals shall be entitled to such coverage after two (2) years of unit service with the District.

**ARTICLE 20
IN-SERVICE**

Support staff personnel may be required to report for orientation or in-service training at times other than their regular work hours. Employees will be compensated for any additional time outside of their regular work hours.

- A. Inservice or staff development shall be paid at the rate of eight (\$8) dollars per hour outside of the regular work day. The District may direct employees to attend if the need arises, but not more than three (3) times per year.
- B. Employees who attend inservice courses or workshops in excess of the three (3) per year required in this section may choose to be paid at the rate above in Subsection T.1 or they can choose to be credited with forty-five dollars (\$45.00) for every credit (1 course credit or the equivalent of 1 credit = 15 clock hours spent at a workshop) to be awarded in blocks of three (3) credits twice per year. Compensation taken in the form of inservice credits will be added to the employee's base salary. The Superintendent must approve each such inservice course or workshop in advance. This clause will go into effect March 1, 2004.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1 Definitions

- a) A grievance shall be defined as a claimed violation by the aggrieved employee or a group of employees of a specific and express term of this agreement.
- b) Chief School Officer shall mean the Superintendent.
- c) Supervisor shall mean the individual designated by the Superintendent.
- d) The Association shall mean the Cincinnatus Support Staff Association.
- e) Days shall mean all days other than Saturday, Sunday, or legal holidays as celebrated by the employer. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.

Section 2 General

- a) The time limits set forth in this article are of the essence. They may, however, be extended only by mutual written agreement of the parties.
- b) The failure by the employee to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the employer to answer within the time limit set forth will advance the grievance to the immediate next step of the grievance procedure upon written notice by the employee to the employer representative at the next step of the grievance procedure.
- c) The pendency of a grievance shall in no way operate to impede, delay, or interfere with the right of the employer to take the action which is subject to complaint.
- d) The preparation and processing of grievances will not be conducted during normal work periods and the involvement of students in any phase of said grievance shall be prohibited.
- e) The cost of the grievant, witness or attorney time, expense or other incidentals shall be borne by the party so requesting or presenting a request for or on the behalf of said person.
- f) If a grievance affects a group of support staff personnel and appears to be associated with system-wide policies, it may be submitted by the Association directly at Step 2 described below.

ARTICLE 21, GRIEVANCE PROCEDURE, continued

- g) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved employee, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- h) Forms for filing grievance, serving notices, taking appeals, and making reports and recommendation, and other necessary documents will be jointly developed by the Chief School Officer and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- i) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants
- j) In the event of a grievance filed on or after June 1, upon request by or on behalf of the grievant, the time limits set forth therein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.
- k) Nothing contained herein will be construed as limiting the right of any support staff person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure which such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- l) The Grievance Chairperson of the Association shall receive release time, with normal remuneration and benefits to attend arbitration hearings resulting from this agreement.

Section 3 Procedures

All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved employee, and a general statement of the nature of the grievance and the redress sought by the aggrieved employee.

ARTICLE 21, GRIEVANCE PROCEDURE, continued

Section 4 Steps

Step 1

- a) A grievance arising under this agreement may be informally presented by the aggrieved individual or their designee to the supervisor directly responsible for possible resolution. If a satisfactory resolution of the problem is reached, a written statement will be filed mutually with the Association and Superintendent.
- b) Or, a grievance arising under this agreement may be first presented in writing by the employee to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his supervisors.

Thereafter, the supervisor shall respond in writing within five (5) days after receipt of the written grievance to the employee with his answer to said grievance.

- c) A grievance shall not be initiated later than twenty (20) days after the event constituting the alleged grievance. Such limitations can be raised at any step throughout the grievance procedure.

Step 2

In the event the grievance is not resolved under Step 1, the employee may request in writing within five (5) days from the date of the answer in Step 1, an informal hearing of his grievance before the Chief School Officer. The Chief School Officer shall, within five (5) days after receipt of the request for said hearing, schedule a hearing at which time the employee and his representative, if any, may appear and present oral and written statements or arguments. Thereafter, the Chief School Officer shall answer in writing within five (5) days from the date of the hearing.

Step 3

- a) If the grievance is still not resolved at the conclusion of Step 2, the employee may request a review of the matter before the Board of Education within five (5) days from the date of the Step 2 answer.
- b) The Board shall, within fifteen (15) days after receipt of said request, hold a hearing with the grievant, his representative, and the Chief School Officer.
- c) Within fifteen (15) days after the conclusion of the hearing, the Board shall render a decision in writing and shall forward said decision to the affected parties.

ARTICLE 21, GRIEVANCE PROCEDURE, continued

Step 4

- a) In the event that the grievance is not resolved under Step 3, either party may request in writing within five (5) days after the date of the Step 3 answer, the appointment of an arbitrator from the Public Employment Relations Board. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of the arbitrator.
- b.) It is understood by the parties that the cost of such arbitration shall be borne equally by the Association and the District.
- c.) The selected arbitrator will hear the matter promptly and will issue his decisions not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues.
- d.) The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e) The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto, or to add new provisions to this agreement or any amendment or supplement thereto.
- f) The arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement which is at issue.
- g) The arbitrator shall no have the authority to substitute his judgment as to the degree of discipline.
- h) Awards may not be retroactive beyond the initiation of the alleged grievance with the school district as per Section 4. Procedures, Step 1 b, contained herein.
- i.) The decision of the arbitrator shall be advisory upon all parties.

**ARTICLE 22
CONTRACT EXPENSE**

The District will be responsible for the cost of preparing, printing, and duplication of the agreement.

**ARTICLE 23
TAYLOR LAW REQUIREMENT**

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

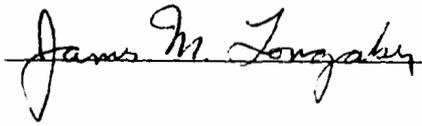
**ARTICLE 24
JOB DESCRIPTIONS**

Unit job descriptions shall be attached hereto as an appendix to the contract and said job descriptions shall not be subject to the grievance procedure. Should the District desire changes in the job descriptions, the individual affected and the Association representative shall be notified in writing and provided with an opportunity for input.

**ARTICLE 25
TERMS OF AGREEMENT**

This Agreement and each of its provisions shall be effective as of July 1, 2004, except as expressly modified, and continue in full force and effect until June 30, 2009.

For the Association

Handwritten signature of James M. Longaker in cursive script, written over a horizontal line.

For the District

Handwritten signature of Cheryl Deedley in cursive script, written over a horizontal line.

Dated this 8 day of September, 2004

