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#### Contract Database Metadata Elements

Title: **Belleville Henderson Central School and Belleville Henderson School Support Staff Association, CSEA, Local 1000, AFSCME, AFL-CIO (2005)**

Employer Name: **Belleville Henderson Central School**

Union: **Belleville Henderson School Support Staff Association, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/2005**

Expiration Date: **06/30/2009**

PERB ID Number: **4593**

Unit Size: **31**

Number of Pages: **14**

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GEN / 4593

**AGREEMENT**

**Between The**

**CHIEF SCHOOL ADMINISTRATOR**

**of the**

**BELLEVILLE HENDERSON CENTRAL SCHOOL**

**and the**

**SCHOOL SUPPORT STAFF ASSOCIATION**

**July 1, 2005 - June 30, 2009**

**RECEIVED**

DEC 12 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE I: RECOGNITION**

Belleville Henderson Central School Board of Education (hereafter referred to as the BOE) recognizes the CSEA Local 1000, AFSCME, AFL-CIO, Belleville Henderson School Support Staff (hereafter referred to as Association) as the collective bargaining representative for all school support staff employed by the District as specified below and extend to them the rights set forth in Article 14 of the Civil Service Law.

Included: Teacher Aide, Registered Professional Nurse, Cleaner, Bus Driver, Food Service Helper, Monitor, CSE/Home School Coordinator, Cashier, Dental Hygienist, Teacher Assistant, Typist, Bus Driver/Cleaner, Monitor/Food Service Helper

Excluded: All other employees

## **ARTICLE II: NEGOTIATIONS**

- A. Each side will designate one member as their Chief Spokesperson.
- B. The BOE and the Association reserve the right to ratify the tentative agreement.
- C. Representatives from both parties shall be vested with necessary authority to negotiate in good faith a tentative agreement, subject to ratification by the BOE and the Association.

## **ARTICLE III: NO STRIKE CLAUSE**

- A. The employees in the "Association" affirm that it does not assert the right to strike against the District to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

## **ARTICLE IV: FAIR DISCIPLINE**

- A. No member of the Association shall be dismissed, disciplined, reduced in rank, or compensation, or have an unsatisfactory evaluation placed in his/her file, without just cause.

"Just Cause" shall include, but not be limited to, the following:

- 1. Persistent tardiness
- 2. Failure to do required work on time
- 3. Failure to comply with administration directives
- 4. Use of drugs
- 5. Use of alcohol while on the job
- 6. Immorality
- 7. Dishonesty
- 8. Misuse of sick leave or other leaves
- 9. Gross insubordination

## **ARTICLE V: GRIEVANCE PROCEDURES**

- A. A grievance is a claim by an employee or employee group that there has been a violation, misinterpretation, or misapplication of the expressed provisions of the negotiated employment contract. The resolution of a grievance at the earliest possible stage is encouraged. The term days shall mean calendar days unless otherwise indicated. All hearings shall be confidential.

**Stage 1:** The grievant and an Association Representative shall orally present his or her grievance within five (5) days following the event which caused the grievance to the Chief School Administrator who shall orally and informally discuss the grievance with the employee. The Chief School Administrator shall render an oral determination within five (5) days to the grievant.

**Stage 2:** If the grievance is not resolved at Stage 1, the grievant may submit a written grievance to the Chief School Administrator within five (5) days of the Stage 1 discussion. He (or his designee) shall review the written grievance and all relevant information. The Chief School Administrator may call a meeting of the parties to discuss the grievance further. After study of the materials or any necessary meetings, the Chief School Administrator shall have ten (10) days to make a response to the grievant.

**Stage 3:** If the grievance is not resolved at Stage 2, the grievant may submit a written appeal to the BOE. The Board shall hold a hearing within thirty (30) days of receipt of a grievance filed in a timely manner. Within fifteen (15) days after the conclusion of the hearing, the BOE shall render a decision. This decision is binding on all parties. Notwithstanding anything set forth above, the BOE shall not be required to meet at more than thirty (30) day intervals to process grievances.

## **ARTICLE VI: LEAVES OF ABSENCE**

### **PERSONAL LEAVE DAYS**

- A. Three days per year. Unused personal days will be added to the accumulated sick days of each Association member.
- B. Requests for personal leave use must be submitted in writing to the Superintendent or his/her designee at least 48 hours in advance for approval. The 48 hour notice period may be waived at the discretion of the Superintendent. Personal days may not be used immediately before or after any vacation period or holiday to extend such period. The Superintendent may grant personal leave for those days before or after any vacation period or holiday under extraordinary circumstances.

## **SICK LEAVE**

- A. 1½ days per month worked, accumulative to 200 days maximum for ten (10) month employees and 225 days for twelve (12) month employees.
- B. Employees shall be notified of accumulated sick days, plus those available during the current school year, as soon as possible after the first working day of the school year.
- C. Any employee in this bargaining unit retiring with ten (10) years of service with the District will receive \$20.00 per day for each day of accumulated sick leave up to a maximum amount of \$4,000.00 for ten (10) month employees, and \$4,500.00 for twelve (12) month employees. Notice must be given ninety (90) days prior to retirement date for the employee to be eligible for this payment.

## **SICK LEAVE BANK**

- A. Any employee in the Association, in the event of a prolonged illness and after having exhausted their personal accumulated sick leave days, may appeal to the Sick Leave Bank Committee (“SLB Committee”) for extra days of sick leave. The SLB Committee shall be made up of three employees in the Association. A waiting period of five (5) working days must occur before drawing days from the bank.
- B. To become a member of the Sick Leave Bank, an employee must contribute two days of personal sick leave and then one day annually on July 1. Each donator shall sign a release authorizing a deduction of days from their personal sick leave total. If a participant wishes to withdraw from the bank he or she must make his or her intentions known, in writing, by June 1 and withdrawal will be effective June 30. All days donated to the bank remain in the bank.
- C. On July 1 of each year, one day of sick leave will be deducted from each participant’s sick leave total except if the maximum, 150 days, is already present in the bank. If at any time the number of days in the bank reaches 45, then one day of sick leave will be automatically deducted from each participant. At that time any participant may donate up to 3 additional days.
- D. Sick leave days cannot be donated to the “Bank” by retiring employees.
- E. An appeal for extra days of sick leave will be sent to the SLB Committee in writing and include the following information (All information is confidential and shall not be shared with anyone not on the SLB Committee):
  - 1. Nature of illness.
  - 2. Physician's recommendation.
  - 3. Estimated number of additional sick leave days needed. A maximum of 20 days may be granted for each request, with a lifetime maximum of 150 days.

- F. The SLB Committee will present its findings to the Chief School Administrator or designee along with a letter of request and the physician's recommendation.
- G. The Chief School Administrator shall review each individual case and make a recommendation to the Board of Education.
- H. The Board of Education will consider such recommendation and if it so chooses may match or add sick leave days donated from the Sick Leave Bank.
- I. If the applicant does not use the total number of sick leave days that have been donated, the remainder of days will be totaled and returned to the sick leave bank.
- J. In the case of undue hardship, an individual may petition the SLB Committee for more days and if the SLB Committee deems the request worthy of an affirmative response may forward such request to the Chief School Administrator. The Chief School Administrator shall make a recommendation to the Board of Education and the Board shall have the final decision.

**EXTENDED LEAVE**

- A. The Board of Education may, at its sole discretion, grant a leave of absence without pay. Application for a leave of absence, except in cases of sudden disability or emergency, shall be made in writing to the Chief School Administrator at least sixty (60) calendar days, if possible, prior to the proposed effective date of the leave. The effective date for leave commencement and date of return shall be established by the Chief School Administrator after giving consideration to the wishes of the employee and best interests of the district.
- B. Upon return from a leave of absence, employees retain all rights and privileges, and return to the same or similar position in their area as that which they left, provided he or she followed the above procedure.

**JURY DUTY**

- A. An employee serving jury duty shall receive full compensation from the District for days served. The employees shall transmit all jury duty money received to the District, exclusive of travel expenses and exclusive of those days which fall on holidays and vacations. No deduction will be made from leave time.
- B. If a night shift employee serves jury duty during the day for at least four (4) hours, upon notification of his/her supervisor that day, the employee will not be required to report to work that night for his/her shift.

**ARTICLE VII: HEALTH INSURANCE**

- A. The District provides health insurance through the Jefferson-Lewis Healthcare Plan, et. al., with benefits as determined by that Plan. Should the parties decide to change the health insurance plan, the new plan shall be as good as, or better than, the current plan.

- B.\* The BOE shall pay 100% of the premium cost for individual coverage and 80% of the premium cost for dependent coverage for Association members hired prior to January 1, 1994.
- C.\* For Association members who are hired on or after January 1, 1994:
  1. The BOE shall pay 90% of the premium cost for individual coverage and 80% of the premium cost for dependent coverage for Association members working 32 hours per week or more.
  2. The BOE shall pay 50% of the premium cost for individual coverage and 50% of the premium cost for dependent coverage for Association members working at least 20 hours but less than 32 hours per week.
  3. Employees working less than 20 hours per week shall not be eligible for the health insurance benefit.
  4. Full time bus drivers (i.e., regularly assigned to two full runs (3 hours) per day) shall be eligible for the health insurance benefit. The District will pay 90% of the premium for individual coverage and 50% of the premium for family or employee and dependent coverage.

\* If the Belleville Henderson Education Association agrees to eliminate the tiered system based on date of hire, for employee contributions to the Healthcare Insurance premium, the CSEA agrees to eliminate Section B, and "For Association members hired on or after January 1, 1994:" of Section C in Article VII.

- D. For employees who retire from the District after 10 continuous years of service in the District, the District shall provide health insurance coverage at the contractual rate for current employees, for the retired employee and his/her dependents.
- E. The District shall maintain an IRS 125 plan for use by unit members.

### ARTICLE VIII: SALARY

- A. The total percentage increases are:

2005-2006	3.75% increase exclusive of longevity*
2006-2007	4% increase exclusive of longevity*
2007-2008	3% increase exclusive of longevity*
2008-2009	4% increase exclusive of longevity*

\* If the Belleville Henderson Education Association agrees to eliminate the tiered system based on date of hire for employee contributions to the Healthcare Insurance premium, the District agrees that the CSEA shall receive in the contract year eliminating this provision, an equivalent increase in their total annual salary percentage so as to place the CSEA total



annual salary percentage increase on a parity with the Belleville Henderson Education Association. The District agrees to extend the parity for the total annual salary percentage increase to the CSEA for the duration of the Belleville Henderson Education Association Agreement or the CSEA Agreement based on whichever agreement terminates first as to years covered under their respective collective bargaining agreements.

B. Minimum starting hourly rates for titles included in the Association are as follows:

<u>Title</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Bus Driver	\$11.50	\$11.50	\$11.50	\$11.50
Bus Driver/Cleaner	10.25	10.88	11.20	11.20
Bus Monitor	7.00	7.25	7.50	7.75
Cashier	7.50	7.75	7.75	8.00
Dental Hygienist	14.00	14.00	14.00	14.00
Food Service Helper	8.00	8.25	8.50	8.50
Cleaner	9.00	9.50	11.00	11.00
Teacher Aide	7.50	7.75	8.00	8.00
Teacher Assistant	8.75	8.75	8.75	8.75
Registered Professional				
Nurse	14.25	14.50	14.75	15.00
CSE Chairperson/ Home School Coord.	17.25	17.25	17.25	17.25
Typist	8.25	8.25	8.25	8.25

For titles currently in the Association, but not listed above, it is agreed that any employee hired into such title during the term of this agreement shall not be brought in at a rate higher than any employee on staff and holding that title at that time.

- C. Overtime shall be paid in accordance with the provisions of the Fair Labor Standards Act.
- D. On day trips other than a driver's normal run, night trips, and weekend trips, drivers will be paid \$35.00 for the first three hours and \$12.00/hour for each hour after the original three hours. On overnight trips drivers shall be paid for eight hours per day or for all hours of actual driving plus one hour for bus maintenance per day, whichever is more.
- E. Money or credit card will be made available for toll charges, parking and emergency vehicle/bus maintenance. The gasoline credit card is available for emergency maintenance of school vehicles. Every effort will be made to contact the transportation supervisor prior to use.
- F. The CSE Chairperson will be paid for up to 10 days during the summer months as approved by the Superintendent.
- G. The school nurse will be paid for summer physicals for sports and transportation as approved by the Superintendent.

- H. Effective July 1 of each school year when the unit employee has completed 15, 20, 25, 30, 35, 40 years of service in the Belleville Henderson School District, the following (non-cumulative) longevity stipends will be added to the unit member's annual base salary. Longevity only applies to employees who work 32+ hours, and full-time bus drivers.

Years of Service	Stipend
15	\$400
20	\$800
25	\$1,200
30	\$1,600
35	\$2,000
40	\$2,400

### **ARTICLE IX: HOLIDAYS**

- A. 12-month employees will receive the following holidays:

July 4	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	President's Day
Thanksgiving Day	Good Friday
Friday following Thanksgiving	Memorial Day

- B. Holidays that fall on Saturday will be observed on Friday, and holidays that fall on Sunday will be observed on Monday.
- C. Should school be in session on any of the above holidays, the District will attach the unobserved holidays to the employee's vacation time, or schedule observance on another day, whichever is deemed by the District to be most feasible.
- D. To be eligible for holiday pay, the employee must work the last scheduled work day before the holiday and the next succeeding work day, except when the employee is on vacation, on one of the approved leaves of absence, or if school is closed due to a(n) snow/emergency.

### **ARTICLE X: VACATION**

- A. Twelve month employees shall be granted vacation in accordance with the following schedule. Vacation may be taken during the school year with prior approval of their Department supervisor and Superintendent.

<u>Years of Service</u>	<u>Vacation Allowance</u>
1 to 5	10 days
7	11 days
9	12 days
11	13 days
13	14 days
15	15 days
20 or more	20 days

### **ARTICLE XI: SNOW AND EMERGENCY DAYS**

- A. Ten month employees will be paid on a 180-day schedule and are expected to work when school is in session with the exception of the Pre-K drivers who will be paid for 160 days of school. All employees, with the exception of transportation employees, will report on days teachers are required to be in attendance. In the event a driver is not available for an emergency take home, a substitute will be called at district expense, with no financial loss incurred by the regular driver.
- B. Twelve month employees will work unless there is an emergency closing, in which case employees will report to work as soon as conditions allow. All employees who cannot report to work will make up the time, or compensate for the time by using either vacation or personal leave time, as agreed to by the employee's supervisor.
- C. If the District decides to grant teaching staff a day off with pay on the Friday before Memorial Day, due to the District not using all its emergency snow days, the Superintendent at his/her discretion, may grant bargaining unit members the same day off without loss of pay.

### **ARTICLE XII: CREDIT UNION**

- A. Payroll deductions are to be available for the Credit Union.
- B. The BOE will be responsible for Credit Union processing.

### **ARTICLE XIII: MILEAGE**

- A. Whenever possible, the school will furnish a vehicle for required travel for the District. Employees who must use their personal vehicle for school business shall be reimbursed at the District mileage rate.
- B. School vehicles will not be used by any employee for personal mileage, nor for district mileage unless approved by a supervisor.

## **ARTICLE XIV: RETIREMENT**

- A. All full-time employees must join the ERS retirement system. The ERS Retirement Plan the Belleville Henderson Central School District shall subscribe to is 75i.

## **ARTICLE XV: TRANSPORTATION** **REGULAR ROUTE DRIVERS**

- A. All transportation employees who drive a bus must have a physical examination prior to the date school opens each fall. Such physicals will be given by the school physician, at school, at no charge to the employee.
- B. Salary is paid to transport children to and from school, and to perform such non-driving duties in connection with the care of the bus, daily reporting as required, and other related duties as assigned.
- C. All drivers will be in rotation for extra trips (including one trip/run per day drivers). If no employee volunteers to drive an extra trip, the District shall have the right to assign the run to a regular driver or use a substitute driver.
- D. Meal allowance:
1. Breakfast (6 a.m. until 8 a.m.) and lunch (11 a.m. until 1 p.m.) up to \$5.60.
  2. Dinner (5 p.m. until 7 p.m.) up to \$7.50.
  3. Receipts must be provided prior to reimbursement.
- E. The two-hour refresher course, as required twice yearly, will be paid at \$25.00 per course per employee required to attend upon proof of attendance.
- F. After July 30, 2001, bus drivers, terminating employment with the District before the conclusion of his/her first 12 months, will be required to reimburse the District four hundred fifty dollars (\$450), for the cost of fingerprinting and training. This will be clearly stipulated to upon hiring.
- G. After 10 years of service in the District, bus drivers will be reimbursed for the difference between the cost of a regular driver's license and a bus driver's CDL Class B license renewals on a pro rata annual reimbursement with the employee receiving one-eighth of the cost of the difference in cost of the license for each year that the employee continues to work for the District. The bus driver must provide the District with appropriate receipts showing payment was made.

## **ARTICLE XVI: CLEANERS**

- A. The District shall set the working hours for each employee.
- B. The District shall set additional hours for each employee as needed. These shall include the use of the building for school or community projects, plowing, and extra maintenance as required.
- C. The District will reimburse upon receipt each cleaner for one (1) set of safety shoes each year, between July 1 and June 30, not to exceed \$100.
- D. The District will buy each cleaner three (3) shirts, each year, before school starts.

## **ARTICLE XVII: EMPLOYEE DEPARTMENTS**

- A. Food Service Helpers will be paid for required attendance at workshops.
- B. The District will reimburse food service employees up to a total of:

\$75.00 for 2005-2006

\$85.00 for 2006-2007

\$95.00 for 2007-2008

\$95.00 for 2008-2009

upon receipt for the cost of required white shoes and white clothing.

## **ARTICLE XVIII: MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement. Before the BOE adopts a change of policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the BOE will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the BOE, provided that it files such a request with the BOE within ten (10) school days or receipt of such notice.
- B. In the event that circumstances arise make it necessary for the BOE to consider a reduction in the number of present positions, the BOE shall, as soon as practicable, notify the Association President.
- C. The Association and the BOE agree to commit themselves to participate in ongoing discussions to find more economical ways of serving our school population.

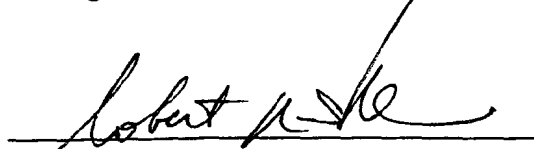
- D. The Agreement shall supersede any rules, regulations or practices of the BOE which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the BOE.
- E. Any individual arrangement, agreement, or contract between the BOE and an individual, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall expressly be made subject of and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- F. All support staff employees are required to attend ten hours of staff development per school year beyond their normal work schedule. The District is responsible for informing all employees of Board approved training courses related to the employee's position in the District. The employee will be paid for each hour of the approved training courses, at their regular rate of pay, or as stated in the contract. If the District does not inform an employee of any Board approved training courses related to the employee's position in the District, the employee is not required to fulfill the ten hour staff development requirement and will receive no pay for such training.

#### **ARTICLE XIX: SENIORITY, LAYOFF AND RECALL**

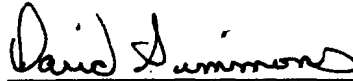
- A. In the event of a layoff of full time unit members, such layoffs shall be accomplished by terminating the employment of the least senior unit member within a given title. Seniority shall be defined as the length of continuous employment with the Belleville-Henderson Central School District in the title affected.
- B. Recall shall be in the inverse order of layoff. A unit member shall remain on the active recall list in the title from which they were laid off for a period of two years from the time of the layoff. A unit member shall forfeit these rights to recall if he/she refuses to accept a position that is offered from which they were laid off.
- C. Any proposed layoff will be discussed with the Association President prior to implementation.

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 HAD GIVEN APPROVAL.

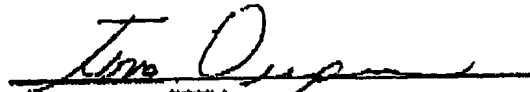
This Agreement has been executed on 18 October, 2005.



Dr. Robert Ike,  
Chief School Administrator



David Simmons,  
School Support Staff Association, President



Tom Dupce, CSEA