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GEN / 6000

CONTRACT BETWEEN

THE POTSDAM CENTRAL SCHOOL DISTRICT

- AND -

POTSDAM SCHOOL UNIT OF

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.

LOCAL 1000

AFSCME, AFLCIO

JULY 1, 2006 TO JUNE 30, 2009

RECEIVED

DEC 20 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE II -- COMPENSATION

The base salary schedules for all members of the bargaining unit are as specified in this Article. The base and non-base salaries for clerical, custodial & maintenance, transportation, food service, and teacher aides will increase as follows:

<u>Base Salaries</u>		<u>Non-base Salaries</u>	
Effective July 1, 2006	3.5%	Effective July 1, 2006	4.0%
Effective July 1, 2007	3.0%	Effective July 1, 2007	3.5%
Effective July 1, 2008	3.0%	Effective July 1, 2008	3.5%

Salaries for nurses and teacher assistants will increase as follows:

Effective July 1, 2006	6.25%
Effective July 1, 2007	6.25%
Effective July 1, 2008	6.25%

1. Longevity: An additional pay increase of 5% of the base salary after completion of each of the following: 10 years, 15 years, 20 years, 25 years, 30 years and 35 years. Longevity, for the purposes of this paragraph shall be defined as years of service within the District, as set forth in the salary schedules of this Agreement.
2. Part-time food service helpers: Three hours
Effective July 1, 2006 -- \$ 11.65 per hour
Effective July 1, 2007 -- \$ 12.06 per hour
Effective July 1, 2008 -- \$ 12.48 per hour
3. Extra driving rate:
Effective July 1, 2006 -- \$ 13.79 per hour
Effective July 1, 2007 -- \$ 14.27 per hour
Effective July 1, 2008 -- \$ 14.77 per hour
4. Cafeteria and bus monitors/attendants: Three hours
Effective July 1, 2006 -- \$ 10.47 per hour
Effective July 1, 2007 -- \$ 10.84 per hour
Effective July 1, 2008 -- \$ 11.22 per hour
5. Severance Increment: Any unit employee submitting a resignation to the District at least 12 months prior to the intended date of separation from the District shall have his/her pay increased by 3% for the final 12 month period. The employee must have completed twenty (20) years of service for the Potsdam Central School District to qualify for the severance increment.

Department C- Food Service

**Cashier - Food Service Helper
(27.5 hours per week)**

**Cook - Baker
(32.5 hours per week)**

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	12,401	12,773	13,157
Longevity	620	639	658

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	15,546	16,012	16,492
Longevity	777	801	825

Department D- Transportation

**Bus Driver
(30 hours per week)**

**Mechanic
(40 hours per week)**

**Head Mechanic
(40 hours per week)**

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	16,531	17,027	17,538
Longevity	827	851	877

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	26,874	27,680	28,510
Longevity	1,344	1,384	1,426

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	28,909	29,776	30,669
Longevity	1,445	1,489	1,533

Department E- Aides, Assistants & Nurses (RN)

**Aide
(35 hours per week)**

**Teacher Assistant
(35 hours per week)**

**Nurse
(35 hours per week)**

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	13,025	13,416	13,819
Longevity	651	671	691

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	14,629	15,543	16,514
Longevity	731	777	826

	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Base	23,347	24,807	26,357
Longevity	1,167	1,240	1,318

- E. If regional bargaining and/or the Potsdam Central Teachers' Union reach an agreement concerning health insurance before the CSEA contract expires, the Union and the District reserve the right to reopen negotiations.

ARTICLE VI -- GRIEVANCE PROCEDURE

An employee who elects to grieve a disciplinary action shall waive in writing his/her rights to a hearing under Section 75 of the Civil Service Law prior to the formal submittal of a grievance. If, on the other hand, an employee elects to proceed with a Section 75 hearing, he/she shall have deemed to have waived his/her right to grieve the disciplinary action under this article.

Procedures

1. **Informal Stage:** The aggrieved shall orally present the grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved. The immediate supervisor shall render a determination to the aggrieved within seven (7) days after the grievance has been presented. If such grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the formal stage(s).
2. **Formal Stage(s):**
 - a. Within seven (7) days after a determination has been made at the preceding stage, the aggrieved may make a written request to the Superintendent or his/her designee for review and determination. If the Superintendent designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination on his/her behalf.
 - b. The Superintendent or his/her designee shall hold a hearing within twenty (20) days after receiving a request for such. A decision on the matter shall be made within ten (10) days after the hearing.
 - c. If the grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the Board stage.
3. **Board Stage:** The aggrieved may, within ten (10) days of the final determination by the Superintendent, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education shall hold a hearing with respect to the grievance. At its option, the Board may adjourn the hearing to a time stated. The Board of Education shall render a decision within ten (10) days after the completion of the hearing.
4. **Arbitration:**
 - a. If the employee and/or C.S.E.A. are not satisfied with the Board's decision, and the C.S.E.A. determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within thirty (30) days of the receipt of the Board's decision.

- C. Aides, teacher assistants and nurses will work the same days and hours as teachers. When an aide or assistant is called upon to substitute for a certified teacher, and is not replaced by substitute aide or assistant, the salary shall be regular pay plus an additional \$ 35 per day or prorated amount for time worked; if a substitute aide or assistant is called in, the salary shall be regular pay plus an additional \$ 25 per day or a prorated amount for time worked.
- D. Pay for non-instructional employees for services beyond a 40 hour week shall be at the rate of time and one-half.
 - 1. Paid holidays, as set forth in this Agreement, shall be included in calculating an employee's 40 hour week for overtime purposes. Other than paid holidays, only hours actually worked shall be counted as part of an employee's 40 hour week.
 - 2. Two hours pay will be allowed for emergency calls on nights, weekends or holidays.
- E. Bus Drivers, Food Service Workers, Teacher Aides, Teacher Assistants, Nurses and 10 month Keyboard Specialist are considered ten-month employees.
- F. Eleven and twelve month clerical employees shall be permitted to work one hour less each day during the months of July and August, the schedule to be formulated by mutual agreement with their supervisor.
- G. All eleven and twelve month employees are expected to report to work on snow days. These employees will work four hours from the time of arrival, which shall be no later than 11 AM, unless authorized by their immediate supervisor. Employees who do not report to work as required will be charged a full day of leave time.
- H. Effective July 1, 2007, District nurses will be compensated for a maximum of five days worked during the summer months. The nurses will be required to submit a plan to their respective principal by June 15th each year for approval, consisting of a proposed schedule and a detailed account of the scope of work to be completed. This plan may include work and/or professional development designated by the building administrator or superintendent. Once the plan is approved by the building administrator, the wages for time worked will be prorated on a per diem basis.

ARTICLE VIII -- SAVE HARMLESS CLAUSE

Any rights, privileges or benefits accorded employees that are in effect on or after the effective date of this Agreement shall not be rescinded unless agreed upon by both parties.

ARTICLE IX -- POSTING, SENIORITY AND RECLASSIFICATION

- A. The Union President will be informed in writing of all job openings ten (10) days before the deadline for applications. Information and job descriptions, when available, will be included in this notice. The Union President shall be informed when all job openings are filled, name of person, title, rate of pay and work location.

ARTICLE XIII -- MILEAGE/MEAL REIMBURSEMENT

All employees who use their cars on official school business shall be compensated at the District rate. Meal allowance for out of town travel will be reimbursed upon presentation of receipt at the following rates:

Breakfast -- up to \$7.00 where travel necessarily begins prior to 7:00 a.m.

Lunch -- up to \$9.00

Dinner -- up to \$17.00 where travel necessarily ends after 7:00 p.m.

When an employee is on an overnight trip on official school business, that employee will be reimbursed a per day meal allowance of up to \$35.00 upon presentation of receipts.

When a bus driver is required to stay overnight on an official school bus trip, the driver will not be required to share a room with a student or child.

ARTICLE XIV -- JOB DESCRIPTION

Each employee will be provided with his/her job description and duties.

ARTICLE XV -- TRANSPORTATION

- A. Extra trips -- Whenever possible, advance notice will be given.
- B. Overtime driving will be distributed equitably. Drivers will be put on a rotating basis for extra runs after the first week of school. The school district will adopt and maintain a written procedure for the consistent assignment of all extra school bus driving runs during the school year. Changes to such written procedure may be made by the school district after prior notification to the Union President and an opportunity for comment by representatives of the bus drivers. Toward this end, a standing committee consisting of the School Superintendent or designee and two other persons appointed by the School Superintendent as well as three to four bus drivers appointed by the Union President shall be established for the purpose of providing and receiving any such comments or suggestions with regard to any proposed changes in such written procedure.
- C. In the event that a driver originally assigned to Seaway Tech., swim runs, late sports, or any other extra bus runs assigned on a yearly basis, does not complete the full year's work, the District may assign the remainder of that year's work to the most senior driver then having the fewest of said extra driving runs who is willing to complete the year's work, provided that to do so does not require any rescheduling, reassignment or redistribution of the work to which that driver has already been assigned.
- D. Sunday and holiday (See Article XX Section I for designated holidays) bus driving will be paid at the rate of one and one-half times the extra driving rate set forth in Article II Salary #3.

ARTICLE XX -- VACATION AND HOLIDAYS

- A. Ten-month employees will work the regular academic calendar and will receive no additional holidays or vacation.
- B. Eleven-month employees will receive vacation based on the length of continuous service with the District since the most recent date of hire as follows:

<u>Year of Employment</u>	<u>Vacation Days</u>
1-5	11.5
6-19	15
20 or more	1 additional day per year up to 18

- C. Twelve-month employees will receive vacation based on the length of continuous service with the District since the most recent date of hire as follows:

<u>Year of Employment</u>	<u>Vacation Days</u>
1-5	13
6-10	18
11 or more	20

- D. All vacation days are accrued for Service in the preceding year according to the schedules in Article XX Sections B and C. These days will be annually posted by July 1 of each year. Thus, an employee accrues days in the preceding year to be taken in the following year. A new employee's vacation entitlement will be prorated for the first year of service. Employees may carry over up to twenty-five (25) days in a given year.
- E. Eleven and twelve-month employees will arrange their vacation time with their immediate supervisors.
- F. If a legal holiday falls on a Saturday, the preceding Friday or a day in lieu of it, will be considered a holiday. If a legal holiday falls on a Sunday, the following Monday will be considered a holiday. It is agreed that either Lincoln's or Washington's Birthday, whichever the school calendar specifies, will be considered a legal holiday.
- G. Employees shall be allowed to receive vacation pay in advance of the start of their vacation (provision - one week's notice given to the Business Office).
- H. When a holiday falls within the period of vacation chosen by an employee, s/he shall be granted an additional vacation day to replace the holiday.

- E. Personal or Emergency: Other absences of a personal or emergency nature will result in salary deduction unless prior notification has been given to the immediate supervisor. The employee should make every effort to give reasonable notice. There is a limit of two (2) days in this category. These two (2) days, if not used during the school year, may be added to vacation or sick days. This exchange may be done one time per school year.

No more than once per fiscal year, any unit member with twenty (20) years of service may exchange five unused sick days for one personal day. This day may be used in conjunction with other personal days or vacation days.

- F. Leave of Absence: On the recommendation of the Superintendent, the Board of Education may permit members of the non-teaching staff on continuing appointment a leave of absence without pay for a period not to exceed one (1) year.

- G. Jury Duty: Employees covered by this Agreement who are selected for Jury Duty shall receive paid leave when attendance as a juror is required by the court on regularly schedule working days of the employee. Employees on such leave will remit to the Employer all remuneration received for Jury Duty service, with the exception of monies paid for the reimbursement of travel and parking. Employees requesting payment for Jury Duty must notify their supervisors immediately upon receipt of a subpoena for Jury Duty as a condition of payment. An employee summoned to Jury Duty will cooperate with the employer in a request for deferral of or excuse from Jury Duty whenever, in the Employer's judgment, such request is appropriate. An employee on Jury Duty shall report to work whenever his/her presence for Jury Duty is not required during his/her normal working hours. Any employee that works the evening shift will not be required to report to work unless jury duty is less than four hours during that day.

If an employee is subpoenaed to court, he/she may convert a sick day to a personal day with approval of the superintendent.

- H. Unused Sick Leave: Unit members who resign for the purpose of retirement shall be compensated for accumulated, unused, sick leave days beyond 75 on the basis of two (2) hours pay for each day beyond 75 days.

1. Current retirement plan will change to Section 41(j). This benefit applies to all tiers of membership.

- I. Permanent part-time employees shall receive sick leave accrual and personal leave accrual on a prorated basis. A permanent part-time employee is an employee who works fifteen (15) hours or more per week on a regular basis.

- J. Sick Day Donations: When it becomes apparent that illness or injury of a CSEA member will result in the exhaustion of his/her own sick leave, the member may request donated sick days from the unit president. Members must exhaust their own sick leave before using requested days. Donated days will only be used for prolonged illness and/or injury. Days cannot be used for cosmetic or elective surgeries or for short term disabilities such as a normal pregnancy and/or delivery. This donation process is strictly voluntary.

ARTICLE XXVI -- UNION

1. Agency Fee: C.S.E.A., having been recognized or certified as the exclusive representative of employees within the negotiating unit represented by this Agreement shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of C.S.E.A., the amount equivalent to the dues levied by C.S.E.A. The Chief School Administrator of Potsdam Central School shall make such deductions and transmit the sum so deducted to C.S.E.A. in the same manner as done for C.S.E.A. members. C.S.E.A. hereby accepts total financial responsibility for any and all litigation against the District arising out of the District's implementation of the above responsibility for agency fee deductions from non-members of C.S.E.A.
2. Bulletin Board: The District will provide, for use by the Union, a bulletin board in an area generally accessible to bargaining unit employees. The Union may use the bulletin board to post official Union notices and the Union shall be solely and exclusively responsible for the content of all postings thereon.
3. Attendance at Union Conferences and Seminars: The Union President or his/her designee may be granted up to two (2) days leave per school district fiscal year to attend union oriented conventions and seminars. One day will be without pay.

The union must notify the District in writing at least fifteen (15) working days in advance of the intention to attend the convention or seminar and the dates of his/her intended absence.

The District may refuse to grant the requested leave if, in the judgment of the District, the employee's absence would adversely impact District operations.

In lieu of taking such leave without pay, at the option of the Union President or his/her designee, he/she may utilize accrued personal days, accrued sick days, or compensatory time (any he/she has accrued) for attendance at such union oriented conventions or seminars.

4. Attendance at Grievance Hearings: The Union President or his/her designee, shall suffer no loss in compensation for attendance at grievance hearings held pursuant to Article VI hereof, it being expressly understood that this provision does not obligate the District to schedule such hearings during the employee's usual or customary work hours.

Appendix A

The CSEA Union and District, hereby agree to the use of the following “Employee Performance Evaluation Form”:

EMPLOYEE PERFORMANCE EVALUATION FORM

Employee:

Job Title:

1 – Exceeds Requirements

2 – Meets Requirements

3 – Needs Improvement

Rating/Comments

PERSONAL QUALITIES:

Attendance (Availability for work/Punctuality)

Courtesy (Respect for feelings of others, politeness)

Cooperation (Willingness to help others)

Appearance & Habits (Personal habits, clothing and grooming are consistent with the nature of the job)

WORK CHARACTERISTICS:

Knowledge (Possesses necessary skills to complete assigned tasks)

Quantity (Level of satisfactory output generated per unit of time)

Quality (Completed work shows care and good judgment in its preparation)

Alertness (Ability to quickly understand new information and situation)

Resourcefulness (Willing to acquire new job skills)

Initiative (Voluntarily starting projects, attempting non-routine jobs & tasks)

Reliability (Dependability and trustworthiness)

Adaptability (Ability to withstand unavoidable tension and pressure)

