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Title: **Starpoint Central School District and Clerical and Teacher Aide Unit #7698-02, CSEA Local 1000, AFSCME, AFL-CIO, Local 872 (2007)**

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Union: **Clerical and Teacher Aide Unit #7698-02, CSEA, AFSCME, AFL-CIO**

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**A G R E E M E N T**

**B E T W E E N**

**STARPOINT CENTRAL SCHOOL DISTRICT**

**A N D**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
(AFSCME, AFL-CIO) LOCAL 872  
CLERICAL AND TEACHER AIDE UNIT #7698-02**

**July 1, 2007 – June 30, 2012**

**RECEIVED**

FEB 07 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

54



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## **PREAMBLE**

It shall be the public policy of the Board of Education, Starpoint Central Schools, and the purpose of this Agreement, to promote harmonious and cooperative relationships between the Board of Education and its employees, and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government.

**THIS AGREEMENT** is made between the **STARPOINT CENTRAL SCHOOL DISTRICT**, hereinafter referred to as "District" and the **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (AFSCME, AFL-CIO), LOCAL 872 (CLERICAL AND TEACHER AIDE UNIT)**, hereinafter referred to as "CSEA".

## **ARTICLE I – RECOGNITION**

Section 1: The District agrees that CSEA shall be the sole and exclusive representative of all employees described in Article II for the purpose of collective bargaining and grievances. The period of unchallenged representative status for the CSEA shall be the maximum period permitted by law.

Section 2: The CSEA affirms that it does not assert the right to strike against the District, and it shall not cause, instigate, encourage or condone a strike.

## **ARTICLE II – COLLECTIVE BARGAINING UNIT**

Section 1: The recognized unit of employees referred to in Article I shall be composed only of full-time clerical, secretarial, media associate, teacher aide and personal care aide employees, including those job classifications listed in the Wage Schedules annexed to this Agreement, excluding any such employees under the direct supervision of the Superintendent of Schools, the Director of Administrative Services, and the Director of Instruction.

## **ARTICLE III – UNION SECURITY AND DUES CHECKOFF**

Section 1: Any employee (except temporary, seasonal or substitute employees) whose terms and conditions of employment are governed by this Agreement shall be required to have deducted from his/her wages the amount equivalent to dues levied by the CSEA.

Section 2: The District shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., P.O. Box 7125 Capitol Station, Albany, New York, 12224, regular membership dues, agency fees and

other authorized deductions. The District agrees to deduct and remit such monies on a payroll period basis, exclusively to the CSEA, as the recognized negotiating agent for the employees in the unit. If the employee is or becomes a member of CSEA, CSEA shall furnish the appropriate payroll deduction authorization to the District.

Section 3: The District shall be held save-harmless and the CSEA will indemnify the District for the latter's costs of defending against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of any actions taken or not taken in respect to deduction of monies pursuant to provisions of this Article.

#### **ARTICLE IV – RIGHTS OF CSEA**

Section 1: The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees pursuant to the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute: under any terms and conditions of this agreement; to designate its own representatives; and to appear before any appropriate official of the District to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate; and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the District or any of its agents.

#### **ARTICLE V – RIGHTS OF THE EMPLOYER**

Section 1: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are to be retained by it, including but not limited to the right to determine the mission, purpose, objective and policies of the District; to determine the facilities, methods, means and number of personnel for the conduct of the District programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions; and to classify or reclassify and allocate or reallocate the new or existing positions in accordance with law.

Section 2: Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Relations Act, the District shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment, and to enter into a written agreement with the CSEA.

Section 3: Strict application of the Agreement will not be required if necessary to comply with the Rehabilitation Act and the Americans with Disabilities Act. There will be prior discussion with CSEA before a final implementation of any accommodation.

## **ARTICLE VI – RIGHTS OF THE EMPLOYEES**

Section 1: Any employees covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear or coercion, reprisal or penalty from the CSEA or the District.

Section 2: Employees may join and take an active part in the activities of the CSEA without fear of any kind of reprisals from the District or its agents.

Section 3: Any employee may bring matters of personal concern to the attention of the appropriate District representative and officials. The CSEA must be permitted entrance to all grievance hearings and must be informed immediately of any decisions surrounding the case.

Section 4: The Association will be allowed the use of the inter-office mail to inform members concerning membership meetings.

Section 5: The District will designate an existing bulletin board in each school building for use by the Association.

Section 6: The CSEA President or his/her designee will be granted time off from regular assignments, without loss of pay for work time necessarily spent (a) in meetings with management personnel, and (b) to file grievances. Other CSEA business will not be conducted during work time without the express approval of the District's Director of Administrative Services or his/her designee.

Section 7: With express approval of the District's Director of Administrative Services or his/her designee, the Association will be granted permission to use District facilities for meetings.

## **ARTICLE VII – HOURS OF WORK**

### **Section 1: Normal Work Day and Week**

- (a) The normal workday for clerical staff shall be eight (8) hours, excluding an unpaid thirty (30) minute lunch period. The normal work day for teacher aides shall be six and one-half (6 ½) hours, excluding an unpaid thirty (30) minute lunch period. The normal starting times for clerical staff will be between 7:30 a.m. and 8:30 a.m.

11-month employees normal work day and week will be as follows:  
Base salary will cover employment from September 1 – June 30.  
Furthermore, between July 1 and August 31, they will work an additional twenty (20) workdays. These days must be chosen in conjunction with their immediate supervisor and these days are already included in their base salary. The normal workday for the Duplicating Machine Operator shall be eight (8) hours, excluding an unpaid thirty (30) minute lunch period. The normal workday for the Media Associate shall be seven (7) hours, excluding an unpaid thirty (30) minute lunch period. The normal starting times for the 11-month employees will be between 7:00 a.m. and 8:00 a.m.

Effective July 1, 2008, the Duplicating Machine Operator position will become a 12-month position and will follow the clerical contractual language in the collective bargaining agreement.

- (b) The normal work day and work week for 12-month staff during summer (July 1<sup>st</sup> through August 31<sup>st</sup>), Easter and Christmas recess periods will not exceed thirty-five (35) hours per week or seven (7) hours per day, excluding unpaid lunch periods. The Superintendent will establish the work schedule for these recesses prior to June 1 annually, and submit them to the CSEA President for review, discussion and suggestions before any of these schedules are implemented by the Superintendent.

Section 2: All employees shall receive overtime compensation at the rate of time and one-half (1 ½) of the regular hourly wage for any hours worked over and above forty (40) hours in any one week. The regular hourly wage for clerical employees will be determined by their annual salary divided by 2,032 hours. The regular hourly wage for teacher aides will be determined by their annual salary divided by 1,293.5 hours. The regular hourly wage for the Duplicating Machine Operator will be determined by the annual salary divided by 1800 hours (effective 7/1/08, 2032 hours) and the regular hourly wage for the Media Associate will be determined by the annual salary divided by 1575 hours. Vacation, holiday, emergency closing and personal days shall be considered as hours actually worked. When overtime is assigned, the employee will be informed, in advance, whether payment will be by overtime pay or compensatory time.

Section 3: When the District awards compensatory time off for “overtime” hours worked, as defined in Section 2, it will be at the rate of one and one-half (1 ½) times the time worked. Compensatory time shall be used at the employee’s discretion with the approval of the employee’s immediate supervisor.

Section 4: **Work Days during Recess Periods**

- (a) All 12-month employees will work a combination of six (6) days total over the Winter and Spring recess periods, to be determined by immediate



supervisor and the employee. By mutual agreement of the immediate supervisor and the employee, the employee may work additional days beyond six (6) subject to the limitations in subparagraph VII (1)(b), above.

- (b) A teacher aide who is requested to work during the summer recess shall be compensated at his/her hourly rate as outlined in Section 2.

## **ARTICLE VIII – WAGES**

Section 1: The wage schedules are attached in Appendix “A”.

Section 2: All employees must enroll and use direct deposit for payroll.

## **ARTICLE IX – HOLIDAYS**

Section 1:

- (a) Employees will receive thirteen (13) paid holidays per year as follows:

### **Holiday Schedule**

*Independence Day	Christmas Day
Labor Day	New Year’s Day
Columbus Day	Martin Luther King Day
Veteran’s Day	President’s Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day (1)
Christmas Eve	

\*Teacher Aides are not eligible for this holiday.

- (b) The employees will receive pay provided the employee works the scheduled day before the holiday and the scheduled day after the holiday, except when the employee is on a scheduled paid day off, approved paid leave, or when a bona fide emergency exists, with the final determination of the emergency to be made exclusively by the Superintendent or designee.
- (c) Should the holiday fall on a Saturday, the employee shall receive the prior Friday off, and if the holiday falls on a Sunday, the employee shall receive the following Monday off.
- (d) 11-month employees will receive 13 paid holidays as noted in Article IX, but they cannot use the Independence Day holiday as one of the required twenty (20) workdays.

## ARTICLE X – VACATIONS

Section 1: Twelve (12) month employees covered by this contract shall receive the following paid vacation:

Less than one (1) year of service	One (1) day for each two (2) months, up to five (5) days maximum
One (1) year of service up to two (2) full years of service	Five (5) days
Two (2) years of service up to nine (9) full years of service	Ten (10) days
Nine (9) years of service up to twenty (20) full years of service	Fifteen (15) days
Twenty (20) years of service and over	Twenty (20) days

Section 2: In computing credited service for vacation purposes, the last date of employment for continuous full-time, permanent position at Starpoint is the date used. No previous part-time or full-time service at Starpoint or previous experience is considered, except when there has been a leave of absence from Starpoint.

Section 3: Individual vacation days may be taken with prior approval of the employee's immediate supervisor.

Section 4: Vacations shall be scheduled with the immediate supervisor. In case of conflict with scheduling, the employee having the most seniority shall prevail.

Section 5: Vacations shall be taken in the fiscal year following the year in which it is earned, except new employees with less than one (1) year of service shall be eligible to use earned vacation benefits after six (6) months of credited service.

Section 6: Vacation time shall be treated as "time worked" in computing overtime premiums.

## ARTICLE XI – EMERGENCY DAYS

Section 1: All employees will be paid when school is officially closed on emergency days. In addition, employees who are asked to and do report for work will be paid at straight time rates rather than by compensatory time for the hours worked.

## ARTICLE XII – LEAVES

### Section 1: **Sick Leaves**

- (a) Twelve (12) month employees covered by this Agreement shall be allowed fifteen (15) days leave of absence with full pay for personal illness. Up to five (5) days of this leave may be used for illness in the immediate family. Such leave of absence is to be cumulative for a period of two hundred twenty (220) days. Immediate family shall be defined as the employee's current spouse, children, mother, father, brother, sister, grandparents and the current spouse's mother or father.
- (b) Eleven (11) month employees covered by this Agreement shall be allowed thirteen and one-half (13.5) days leave of absence with full pay for personal illness. Up to five (5) days of this leave may be used for illness in the immediate family. Such leave of absence is to be cumulative for a period of two hundred (200) days. Immediate family shall be defined as the employee's current spouse, children, mother, father, brother, sister, grandparents and the current spouse's mother or father.
- (c) Ten (10) month employees covered by this Agreement shall be allowed twelve (12) days leave of absence with full pay for personal illness. Up to five (5) days of this leave may be used for illness in the immediate family. Such leave of absence is to be cumulative for a period of one hundred eighty (180) days. Immediate family shall be defined as the employee's current spouse, children, mother, father, brother, sister, grandparents and the current spouse's mother or father.
- (d) Employees are entitled to no sick days for the first three (3) months of employment, but thereafter are entitled to the prorated share of the annual sick leave entitlement, for the balance of their first year of employment.
- (e) Sick leave can be extended beyond sick days accumulated at the discretion of the Board.
- (f) One (1) week prior to return from a leave of absence due to illness of the employee, the employee will furnish the District with satisfactory medical confirmation of the employee's ability to resume his/her job duties.

- (g) Sick leave may be taken in one (1) hour increments with prior approval only for the purpose of attending medical appointments.

**Section 2: Sick Leave Bank**

- (a) **Purpose.** Effective July 1, 1995, the CSEA and the District agreed to establish and administer a Sick Bank for bargaining unit employees. Employees who have contributed sick days to the Bank and have exhausted all their unused personal leave, all but five (5) vacation leave days, and all their annual and accumulated sick leave and are totally and continuously disabled from working and are under the care of a physician may apply for Sick Bank benefits.
- (b) **Irrevocable Employee Contributions.** Employees shall make a non-revocable assignment of one (1) annual sick day to the Bank annually as of July 1st each year. Once the balance in the sick bank exceeds 2000 hours, the District will stop the aforementioned contribution until the balance falls below 2000 hours. New employees shall contribute one (1) annual sick day upon completion of three (3) months of service and one (1) day annually as of July 1 thereafter. New employees will not be eligible to draw benefits until after completion of their probationary period.
- (c) **Use of Benefit.** The disabled employee may apply for permission to withdraw Bank benefits after exhausting personal leave, vacation and annual and accumulated sick day benefits. The application shall be made to the Director of Administrative Services and must be accompanied by written verification of competent medical authority that the employee is totally disabled from working due to catastrophic illness or injury and an estimate that the duration of such disability is two (2) weeks or more. These facts are subject to independent verification prior to or during the course of the leave.
- (d) **Amount of Benefits.** The initial benefit period will be up to twenty (20) workdays at full pay. Reapplication may be made for up to an additional twenty (20) workdays at 75% pay and thereafter for up to an additional twenty (20) workdays at 50% pay. Thereafter, no additional Sick Bank benefits will be granted to that employee until and unless the employee has returned to work for one (1) full year.
- (e) **Administration.** The Bank will be administered by the District and one (1) appointee by the CSEA.
- (f) **Limitations.** The Bank cannot be used by a member during an unpaid leave of absence. Employees shall not be eligible for Sick Bank benefits during a Worker Compensation leave of absence.
- (g) **Reports.** The Superintendent or designee will inform the CSEA President, in writing, of the status of the Bank by September each year.

**Section 3: Parental Leave**

- (a) A leave of absence for child rearing may be granted without pay for up to two (2) years to an employee in this bargaining unit with a permanent appointment.
- (b) A written request for a leave of absence must be filed with the Superintendent at least sixty (60) days prior to the start of the leave, unless it is medically or legally impossible to do so. Such request shall include the date that such leave is to commence and the date on which the employee intends to return to work.
- (c) The leave will automatically begin on the date specified unless a request for change in dates has been submitted to the Superintendent at least two (2) weeks prior. The employee will confirm, in writing, to the Superintendent at least thirty (30) days prior to return whether or not he/she intends to return to work on the date specified in the request for leave.
- (d) The period in which the employee was on leave will not be counted as service for salary credit, sick leave, or other benefits based on length of service. All benefits to which the employee is entitled at the time of leave will be reinstated upon return to employment.
- (e) Although the employee will return to a position in the same job category, there is no guarantee that the employee will return to the same assignment.

**Section 4: Leave for Adoption**

Any unit member who intends to adopt a child shall notify the Superintendent of Schools of such intention upon notification of acceptance as an adoptive parent, and shall give thirty (30) days notice of date at which custody is to take place, if possible. Leave for this purpose shall be governed by the above Parental Leave section.

**Section 5: Personal Leave**

- (a) Employees shall be allowed three (3) days per year for leave of a personal nature to transact or attend to legal business or family matters that cannot be conducted at any other time. These personal days shall be non-cumulative. Unused personal days will be added to the employee's accumulated, unused sick leave at the end of each school year, up to the 220-day limit for twelve-month employees, up to the 200-day limit for eleven-month employees and 180-day limit for ten-month employees.
- (b) Employees are entitled to no personal leave for the first three (3) months of employment but are thereafter entitled to the prorated share of the full personal leave entitlement for the balance of their first year of employment.

- (c) Except in unusual emergencies, the employee shall notify his/her immediate supervisor in advance so that proper provision can be made to secure a qualified substitute. Personal days will not be granted the day directly before or after recess periods or holidays, except with special permission for a reason which has been approved by the Superintendent of Schools.
- (d) Personal leaves will not be granted for recreational activities or any business that could be scheduled or rescheduled outside regular work time.

**Section 6: Bereavement**

Bereavement leave shall be considered a separate paid leave. Five (5) days of leave shall be granted to an employee for each occurrence of death in the immediate family. Immediate family shall include the employee's current spouse, children, mother, father, brother, sister and grandchild. Three (3) days of leave shall be granted for each occurrence of death of the employee's grandparents and the current spouse's mother or father.

**Section 7: Jury Duty**

All regular employees when called upon to serve on jury duty shall receive their full salary for such days as served, less such amounts as may be paid to them for such services.

**Section 8:** The Board of Education may grant or deny, at its discretion, personal leaves of absence which are not expressly provided for in this Agreement.

**Section 9: Family and Medical Leaves (FMLA)**

All paid leave benefits, except for five (5) vacation days, shall be applied to any FMLA entitlements. At an employee's request, all vacation days shall be applied.

**ARTICLE XIII – RETIREMENT**

**Section 1:** Each employee will be covered under the New York State Employees Retirement System, customarily known as the 1/60 Plan, retroactive to 1960; and also to the benefits under Section 41J and 60B of this retirement plan.

**Section 2:** Upon retirement, an employee shall be paid for all earned unused vacation time as of the preceding July 1<sup>st</sup>.

**Section 3:**

- (a) If an employee with twenty-two (22) years or more of District seniority actually retires under the terms of the New York State Employees

Retirement System after July 1, 1990, the District will pay the retiree the prorated vacation earned after July 1 to the date of retirement.

- (b) Any unit member who is eligible to retire under the terms of the New York State Employees Retirement System and from the Starpoint Central School District may convert unused sick days, up to a maximum of 220 days for twelve (12) month employees, up to a maximum of 200 days for eleven (11) month employees and up to a maximum of 180 days for ten (10) month employees, at the rate of 45 percent of the employee's daily rate, not to exceed \$13,000, for the purchase of health insurance premiums. Said rate shall be calculated by multiplying the employee's hourly rate by eight (8) hours for twelve (12) month employees, seven (7) hours for eleven (11) month employees and six and one-half (6½) hours for ten (10) month employees. The accumulated value of the sick leave accumulation will be documented and health insurance premiums will be paid until the funds run out.

#### **ARTICLE XIV – HEALTH INSURANCE**

Section 1: Health insurance coverage shall be equal to or better than the existing coverage in effect as of 3/19/99. The District shall provide to employees the NOVA self-insured PPO Plan with a \$10 co-pay for doctor visits, out-of-network deductibles of \$200/\$300 and \$0/\$10/\$20 prescription co-pay coverage.

- (a) Funding. The foregoing self-funded plan(s) shall be funded by the district. Each unit member shall contribute annually toward the cost of their medical insurance as follows:

Clerical Staff - Family = \$608	Single = \$304
Teacher Aides - Family = \$483	Single = \$204

11-month employees will contribute annually towards the cost of their medical insurance at the same rate established for the clerical staff.

- (b) Flexible Spending Account. The district shall offer unit members a flexible benefits plan. The aforementioned health insurance contribution can be paid for through the flexible spending account.

#### **Section 2: Ban on Duplicate Enrollments**

- (a) This Agreement prohibits any enrollments at the District's expense if an employee or the employee's spouse or dependents are covered by comparable coverage by any group health insurance plan which is partially or fully paid by another employer. If a husband and wife are both employed by this District, only one health plan for the family will be paid for by the District.

- (b) "Comparable coverage" refers to (1) any HMO voluntarily chosen by the employee or dependents; (2) the plan referred to in Section 1, Article XIV; (3) any group health insurance plan which is partially or fully paid by another employer which provides equal or better benefits as compared to the District's plan.

**Section 3: Waiver Amounts**

Employees eligible for a health insurance plan which is fully funded by the District and not receiving health insurance for one full fiscal year, shall receive an annual gross amount of:

1. \$1,500 for waiver of the family plan.

-OR-

2. \$600 for waiver of the single plan.

In addition to the foregoing, the waiver form shall be amended to include the right to 1/12 of the applicable waiver sum for each full calendar month health insurance is waived. The waiver will be paid as follows: 1/2 in January and 1/2 in June.

**Section 4: Re-entry Opportunity**

Every employee who is barred from enrollment in the District's group insurance plan is assured of the opportunity to enter or re-enter this plan if the disqualifying circumstances are removed and the employee gives the District written notice of same. The exact date of coverage will follow the date of said notice and will be determined by the administrator of the District's group plan.

**Section 5: Retirees**

Employees who retire shall be eligible to continue group health insurance for three (3) years from the date of retirement, or until reaching their Medicare eligibility date, whichever comes last, provided they pay the full premium. If the employee predeceases the spouse during this period, the spouse will be able to continue the insurance for the remainder of that three-year period, provided the spouse pays the full premium.

**ARTICLE XV – DENTAL INSURANCE**

**Section 1:** Employees will be provided dental insurance through the CSEA Employee Benefit Fund, Horizon Dental Plan. The district shall contribute 90% of the composite premium.



## **ARTICLE XVI – TAX DEFERRED ANNUITIES**

Section 1: The District shall make available to interested unit members a tax-deferred annuities program and shall provide a payroll deduction method for same. Up to three (3) annuity contractors shall be chosen by the unit from the District's approved list. The District shall be held save-harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any actions taken or not taken in respect to deduction of monies pursuant to provisions of this Article.

## **ARTICLE XVII – SPECIAL WORKING CONDITIONS**

Section 1: The District will make every effort to provide a designated break place for all clerical personnel in each building.

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

### Section 1: **Grievance Tenets**

A grievance is a claim by the employee or the CSEA that there has been a violation, misinterpretation or inequitable administration of any provision of this Agreement.

Section 2: Upon request by an employee, a CSEA officer or his/her designated representative may assist in the presentation of a grievance with a reasonable amount of time off during working hours to be granted to the CSEA representative.

### Section 3: **Grievance Registration and Decision – Rendering Procedures**

(a) 1. **Stage One – Immediate Supervisor**

A written presentation of grievance(s) by the aggrieved employee(s) or association to his/her immediate supervisor for discussion and formal resolution.

2. **Time Limit**

Initial registration must be filed within fifteen (15) business days from time the grievance occurred or arose and of which the aggrieved employee(s) or association has knowledge.

3. **Resolution Time Limit**

Seven (7) business days from date of registration.

(b) 1. **Stage Two – Superintendent**

Failure of satisfactory resolution in Stage One permits the aggrieved employee(s) or association to secure a second procedural stage wherein the employee(s) or association and his/her/its immediate supervisor must submit to the Superintendent within nine (9) business days of the completion of Stage One written statements relating to the grievance matter for the purpose of resolution by the Superintendent.

2. **Resolution Time Limit**

Nine (9) business days after receipt of written statements by the Superintendent.

(c) 1. **Stage Three – Board of Education**

Should resolution of the grievance fail in Stage Two, the aggrieved employee(s) or association shall have the right to appeal in writing to the Board. This appeal must be initiated within five (5) business days of the completion of Stage Two. The Board shall hold a private hearing for the purpose of reviewing all written statements and minutes of the previous stages and a hearing of all parties involved in previous stages within fifteen (15) business days. The Board shall render a decision within thirty (30) business days.

(d) 1. **Stage Four – Binding Arbitration**

The Association can appeal from the Board's decision by submitting to the Board within five (5) business days after receipt of the Board's decision, a written demand for arbitration and, within ten (10) business days after receipt of the Board's decision, request the American Arbitration Association to furnish a panel of five (5) arbitrators. The parties will then be bound by the rules and procedures of the American Arbitration Association. The arbitrator's award and opinion will be issued in thirty (30) calendar days after the close of the hearing. The costs of the arbitration will be shared equally by the District and CSEA. The arbitrator's award shall be final and binding on the parties and all employees.

**Section 2:** Whenever it is claimed that an administrative rule, policy or action has violated a binding past practice, either party may request PERB to assign a mediator at no cost to the parties to work with the Union and District to negotiate a resolution of the dispute at Stage 2 of the grievance procedure. If there is no resolution to the dispute within sixty (60) business days after the filing of the grievance, either party shall be entitled to move the grievance to Step 3 of the grievance procedure.

Section 3: Any modification of this Agreement must be made by mutual agreement, in writing, signed and dated by the authorized representatives of the Union and the District before it may constitute a binding commitment between the parties.

## **ARTICLE XIX – NO DISCRIMINATION**

Section 1: The District and the CSEA realize that they have a responsibility to promote and provide equal opportunities for employment, and as such it shall be the positive and continuing policy of the District and the CSEA to assure an equal opportunity in employment, regardless of race, color, religion, sex, age or national origin.

## **ARTICLE XX – PROMOTIONS-TRANSFERS-EMPLOYMENT PROCEDURES (including Competitive, Non-Competitive, Exempt and Labor Classifications)**

Section 1: Appointments for competitive positions will be made in accordance with Niagara County Civil Service Commission regulations.

### Section 2:

- (a) Twelve (12) month employees starting between July 1 – December 31 will proceed to the next salary step the following year. Those starting between January 1 – June 30, will remain on the same salary step for another year.
- (b) Ten (10) month employees starting between September 1 – January 31 will proceed to the next step the following year. Those starting between February 1 – June 30 will remain on the same step for another year.
- (c) If a current teacher aide employed by the District applies for and receives the job title personal care aide, they will remain on their current salary step.

### Section 3: **Job Posting**

All vacancies in job titles in the unit shall be posted for five (5) days on the bulletin boards in both buildings within ten (10) days after the determination to fill such vacancy has been established by the District.

### Section 4: **Probationary Period and Civil Service Exams**

All probationary periods shall be of twenty-six (26) weeks duration. The Superintendent shall be responsible to recommend to the Board prior to the completion of the twenty-six (26) week period whether or not the employee shall be placed on permanent status.

**Section 5: Transfers between Positions**

Transfers of employees from one position to another within the same job classification will not be made without five (5) work days prior notice to the employees and the Union President. Any employee who wants to be considered for such an intra-job classification assignment change will notify the Director of Administrative Services in writing, annually. The annual declaration of interest will be discarded after the following May 1st, but it may be resubmitted or renewed in writing. If the District has no special reason for selecting one employee over another for such a transfer, the more senior employee will be offered the transfer.

**Section 6: Trial Period**

The term “trial period” means a period of up to fifteen (15) weeks after an employee has been assigned from one position to another under the posting procedures or any other permissible assignment procedure other than layoff and bumping. The trial period will be automatically extended one (1) day for each work day of absence during the trial period. During the trial period, the employee’s total performance will be appraised by the District to determine whether the District will make the appointment a permanent one. The employee’s former position must remain available, if the employee is reassigned to that position during the trial period, either at the employee’s request or because of the District’s evaluation of the employee’s work performance. Neither event shall be subject to the grievance procedure.

**ARTICLE XXI– SENIORITY**

**Section 1: Probationary Period**

- (a) Employees in the bargaining unit covered by this Agreement shall be considered probationary for the first twenty-six (26) weeks of full-time employment. Whenever the terms “probationary” or “probationary period” are used in this Agreement, the reference shall apply to initial employment or re-employment. Seniority will not be recognized while an employee is serving a probationary period.
- (b) The probationary period must be automatically extended by one (1) day for each scheduled work day a probationary employee is absent.
- (c) Seniority rights shall begin upon successful completion of the probationary period and shall be retroactive to the date of hire.

**Section 2: Seniority Areas – Defined**

- (a) District Seniority shall be acquired after an employee's successful completion of the probationary period served after original hire, or rehire after a break in seniority, and shall be measured from the employee's date of hire in a permanent position covered by this Agreement. An employee's District Seniority shall be his/her date of appointment, subject to adjustment as required herein.
- (b) Job Classification Seniority shall be acquired retroactive to the employee's date of permanent appointment to a particular job classification covered by this Agreement, after successful completion of the trial period for that classification. An employee's Job Classification Seniority shall be his/her date of appointment to the job classification covered by this Agreement. An employee's District Seniority shall be his/her date of appointment, subject to adjustment as required herein.
- (c) For the purpose of seniority, the District will recognize teacher aide seniority and personal care aide seniority to be synonymous. Any seniority accrued while as a teacher aide will continue onto the personal care aide position, and vice versa. The District will have one job classification Seniority List, combining the two job titles.

**Section 3: Impact of Absences on Seniority**

Seniority shall not accumulate during the following periods, and the employee's seniority date shall be adjusted by one (1) calendar day for each calendar day of these absences.

- (a) Layoff
- (b) Unpaid absence of five (5) or more consecutive work days and Worker Compensation leave of thirty (30) or more consecutive work days
- (c) Disciplinary suspension

**Section 4: Tie-Breaking Policy**

If two (2) or more employees have the same seniority, the more senior will be determined by date and order of appointment, as reflected in the official Board of Education minutes.

**Section 5: Seniority Forfeiture**

All seniority rights shall be forfeited and employment shall be permanently severed for any of the following reasons:

- (a) Discharge or dismissal for cause.

- (b) Resignation
- (c) Retirement under any retirement benefit plan.
- (d) Layoff for more than nineteen (19) consecutive calendar months, unless a longer period is mandated by law.
- (e) Refusal to accept recall from layoff.
- (f) Failure to report to work pursuant to recall from layoff requirements contained in this Agreement.
- (g) Failure to return to work after the expiration of any leave of absence, unless otherwise excused by the District, in writing, because of the existence of an "emergency" as defined in paragraph (i) below.
- (h) If the employee falsifies the reason for the leave of absence.
- (i) Abandonment, actual or constructive, of employment due to no-call, no-show (AWOL) of three (3) or more consecutive work days, unless otherwise excused by the District, in writing, because of the existence of an emergency. For the purpose of this provision, an emergency is the existence of any circumstances beyond the employee's control which, even with all due diligence, prevented the employee from contacting the District within the three (3) day period noted above.

**Section 6: Seniority Lists**

- (a) Seniority lists shall be published within ninety (90) calendar days after the execution of this Agreement and annually in September. A copy of the seniority lists will be furnished to the Union President.
- (b) If an employee believes that any new information on a seniority list is not correct as to that employee, the employee must submit a written request for correction to the Office of the Director of Administrative Services, which states what the employee believes to be the correct information. These requests must be submitted no later than the thirtieth (30<sup>th</sup>) business day after the list is posted; otherwise, the information on the list as to that employee shall be deemed absolutely final. Unresolved disputes may be resolved through use of the grievance procedure herein, by submission directly to Stage Two.

**ARTICLE XXII – RESIGNATIONS**

- (a) All resignations must be submitted in writing and shall specify the employee's last day of work.

- (b) It shall be the policy of the District to consider resignations submitted to and approved by the Board of Education as binding upon the person resigning, when submitted to the District Clerk.
- (c) In the event that the person is applying for re-employment with the District, that person will be classified as a new employee in all respects.
- (d) If the employee resigns from employment and is rehired to a permanent position within twelve (12) consecutive calendar months of the effective resignation date, there shall be no break in the employee's District Seniority. Seniority shall not accumulate during this period of absence from employment.

## **ARTICLE XXIII – LAYOFF AND RECALL**

### Section 1:

#### (a) **Layoff and Recall**

The following terms apply only to employees occupying positions in classifications which are labor and non-competitive classes of the Civil Service as defined by the New York State Civil Service Law and regulations issued pursuant thereto.

#### (b) **Layoff Procedure**

Employees with the least Job Classification Seniority are the first to be laid off in any classification. Temporary and probationary employees in the classification are the first ones to go. Unless otherwise mandated by the Civil Service Law, the remaining employees must be able to perform the available work.

#### (c) **Bumping Options**

1. Bump the employee with the least Job Classification Seniority in the same or other job classification in the same unit who has less District Seniority – but only if the employee doing the bumping had previously served in that other job classification for at least one (1) year, successfully completed his/her probationary period
2. If the displaced employee has option (1) above, it must be utilized or the employee will be treated as having resigned as of his/her last day of work. A displaced employee who does not have option (1) available to him/her shall be laid off.
3. An employee who bumps must be able to perform the available work.

**Section 2: Preferential Recall List**

An employee who has been laid off shall be placed on a recall list for the job classification which he held at the time of the layoff. If an employee remains on the recall list without having been recalled for a period of not less than twelve (12) nor more than forty-eight (48) consecutive calendar months as mandated by law, beginning with the month immediately following the month in which the employee was laid off, he shall be regarded as having resigned as of the last day of the forty-eight (48) months.

**Section 3: Recall Procedures**

- (a) A laid off employee may be recalled to any classification in which the employee formerly had Job Classification Seniority in the inverse order of seniority (last laid off in that classification is the first recalled) if:
1. There is a vacancy in that classification (other than a temporary vacancy) which the District desires to fill (of more than forty-five (45) continuous days in duration); and
  2. The employee had previously served in that classification for at least one (1) year (one full school year for aides), had successfully completed his/her probationary period, and his/her overall performance in that area was rated as satisfactory or above; and
  3. The employee can perform all of the duties of the other classification.
- (b) If the laid off employee is offered the above recall rights and refuses, his/her name shall be removed from the layoff list and he/she shall be treated as being resigned as of his/her date of refusal.
- (c) An employee re-classed to a lower-rated classification pursuant to this Section within twelve (12) months after his/her last permanent assignment to it, shall resume his/her Job Classification Seniority in that job classification that he/she had at the time he/she left to go to another job classification or unit.
- (d) An employee re-classed to a lower-rated classification pursuant to this Section shall continue to have recall rights to the original job classification he/she was laid off from for a period of at least twelve (12) but not more than forty-eight (48) calendar months as mandated by law, beginning with the month immediately following the month in which the employee was laid off. Employees so recalled shall resume Job Classification Seniority status from the point when his/her layoff occurred.



Section 4: All laid off employees have a responsibility to inform the District, in writing, of their current address and telephone number.

Section 5: Recall procedure may be fulfilled by telephone, followed by written confirmation of the recall by certified mail to the employee's last known address. The employee must respond to such notification and return to work within five (5) days of its receipt, absent an emergency as defined herein.

Section 6: Nothing herein shall prohibit the District from temporarily filling a vacancy or new position prior to the date a recalled employee reports for work.

Section 7: The District agrees to keep the Union up-to-date, by notification to the Union President, in the event unit employees are recalled pursuant to this Article.

#### **ARTICLE XXIV – PERSONNEL FILE**

Section 1: An employee shall have access to the personnel file maintained in the District's Central Office which pertains only to that employee. That file shall be the only official file maintained concerning the employee. Access to the central file shall be granted upon prior arrangement with the Director of Administrative Services, during the business hours when the office is normally open, and shall be in the presence of the District Administrator in charge of the file or a person designated by that Administrator for that purpose. The employee shall not have access to confidential, employment materials or references.

Section 2: The employee shall initial and date, with the date of the review, every document in the file at the time of the review. The employee shall not remove anything from the file. Copies shall be made available to the employee at no cost.

Section 3: The employee may submit a written, dated and signed rebuttal to anything in the file which the employee deems to be derogatory. Rebuttals will be filed in the appropriate file determined by the District within ten (10) calendar days after receipt of the rebuttal. The District will advise the employee where it has filed the rebuttal.

#### **ARTICLE XXV – SAVINGS CLAUSE**

Section 1: If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.

Section 2: If a determination is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

## **ARTICLE XXVI – LEGISLATIVE ACTION**

Section 1: 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 by providing the additional funds thereto shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE XXVII – DRESS CODE**

Section 1: Certain standards of dress are expected of all unit members, who through their daily contacts with children and parents exert a professional leadership image that commands respect and discipline. All unit members will keep in mind their professionalism relative to dress and decorum.

## **ARTICLE XXVIII – PROFESSIONAL DEVELOPMENT**

Section 1: Unit members will be recognized for earning a college degree from a nationally or regionally accredited university or college, in accordance with the following terms:

1. Degree must be related to position the unit member holds in the district.
2. Proof of the college degree must be submitted, by the employee, to the Personnel Office, in a timely manner. This stipend will be paid in July for twelve (12) month employees and in September for ten (10) month employees. Proof must be submitted no later than June 30<sup>th</sup> for the following fiscal year's payment.
3. Decision of the Superintendent as to whether degree is related is final.
4. Unit members who qualify would receive one of the following stipends, not both.

\$250 for an associate's degree (2 year)

-or-

\$350 for a bachelor's degree (4 year)


**ARTICLE XXIX – DURATION**

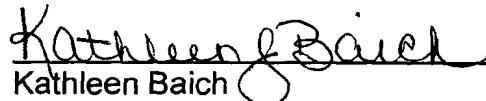
This Agreement becomes effective July 1, 2007, and shall continue in full force and effect through June 30, 2012.

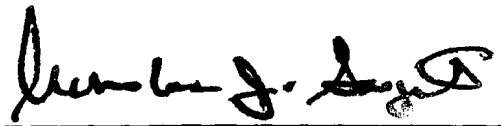
Signed: January 28, 2008, by duly authorized representatives of the parties.

**Starpoint Central School District**

**Civil Service Employees Assn. Inc.  
(AFSCME, AFL-CIO) Local 872  
(Clerical and Teacher Aide Unit)  
#7698-02**

  
\_\_\_\_\_  
Dr. C. Douglas Whelan  
Superintendent of Schools

  
\_\_\_\_\_  
Kathleen Baich  
President

  
\_\_\_\_\_  
Nicholas J. Sargent  
Chief Negotiator

  
\_\_\_\_\_  
Candy Saxon  
Chief Negotiator

**APPENDIX A  
Salary Schedule**

**TEACHER AIDE**

10 month based on 1293.5 hours (all days at 6.5 hours)

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Years 1 - 3	15,134	11.70	16,311	12.61	17,527	13.55	18,135	14.02	18,769	14.51
Years 4 - 7	15,858	12.26	17,061	13.19	18,303	14.15	18,950	14.65	19,609	15.16
Years 8+	17,527	13.55	18,782	14.52	20,088	15.53	20,787	16.07	21,511	16.63

**PERSONAL CARE AIDE**

10 month based on 1293.5 hours (all days at 6.5 hours)

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Years 1 - 3	15,807	12.22	17,010	13.15	18,251	14.11	18,885	14.60	19,545	15.11
Years 4 - 7	16,531	12.78	17,760	13.73	19,027	14.71	19,687	15.22	20,373	15.75
Years 8+	18,200	14.07	19,480	15.06	20,812	16.09	21,537	16.65	22,287	17.23

**MEDIA ASSOCIATE:**

11 month based on 1575 hours (all days at 7 hours)

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Permanent	32,918	20.90	34,855	22.13	36,068	22.90	37,328	23.70	38,635	24.53

**CLERICAL**

12 month based on 2032 hours (all days at 8 hours)

**Typist:**

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Permanent	31,699	15.60	33,833	16.65	35,011	17.23	36,231	17.83	37,490	18.45
*Over schedule KM	37,348	18.38	39,665	19.52	41,046	20.20	42,489	20.91	43,972	21.64

**Sr. Typist, Acct. Clerk Typist & Acct. Clerk:**

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Permanent	32,532	16.01	34,686	17.07	35,905	17.67	37,165	18.29	38,466	18.93
*Over schedule MH	35,966	17.70	38,242	18.82	39,583	19.48	40,965	20.16	42,408	20.87
*Over schedule KP	34,097	16.78	36,312	17.87	37,592	18.50	38,913	19.15	40,274	19.82

**Stenographer:**

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Permanent	33,223	16.35	35,397	17.42	36,637	18.03	37,917	18.66	39,238	19.31

**Transportation Coordinator:**

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Permanent	36,718	18.07	39,014	19.20	40,376	19.87	41,798	20.57	43,261	21.29

**Duplicating Machine Operator:**

	2007-08		2008-09		2009-10		2010-11		2011-12	
	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate	Salary	Hourly rate
Permanent	** 24390	13.55	29,505	14.52	31,557	15.53	32,654	16.07	33,792	16.63

\*\* 1800 hrs/year

\* Limited to existing employees

**LONGEVITY PAY**

Based on District seniority measured as of July 1, an annual benefit will be paid, effective July 1, 2007, as follows:

After 5 years	\$ 200 annually
After 10 years	\$ 250 annually
After 15 years	\$ 300 annually
After 20 years	\$ 350 annually

