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Title: **Pulaski Academy and Central School District and Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO (2007)**

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Agreement

GEN/6009

Between the

**Pulaski Academy
and Central School District**

and the

Civil Service Employees Association



July 1, 2007 - June 30, 2009

RECEIVED 1/7/08

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PREAMBLE

The Pulaski Central School District #1, hereinafter referred to as the “School District,” and the Civil Service Employees’ Association, Inc., Local 1000 (AFSCME/AFL-CIO) hereinafter referred to as the “Association,” declare it to be their mutual policy that in order to promote harmonious labor relations between the School District and its Support Staff, the principle of collective bargaining is to be employed pursuant to the New York State “Public Employees’ Fair Employment Act.” Both parties to this agreement furthermore affirm that employment in the service of and to the Public is a life long career and that, as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the School District the best personnel available. We furthermore affirm that the Support Staff shall, at all times, be a dedicated, courteous and an efficient servant of and to the Public realizing full well that he/she is performing an essential service private enterprise cannot wholly undertake.

Acknowledging the moral principles inherent in federal and state legislation the parties to this agreement hereby agree not to limit employment with the School District or membership in the Association to any person because of their race, color, creed, sex, or national origin.

ARTICLE 1

Recognition

The School District pursuant to the procedures as outlined in Article 14 of the Civil Service Law, entitled the "Public Employees' Fair Employment Act," hereby recognizes the Civil Service Employees Association, Inc., Local 1000 (AFSCME/AFL-CIO), as the sole and exclusive bargaining agent for all employees in the defined bargaining unit for the purpose of collective negotiations and the administration of grievances arising thereunder.

ARTICLE 2

Bargaining Unit

- 1.) It is agreed for the purpose of this Agreement the terms "employee" and "employees" shall mean and include the following Civil Service Classifications:

Cook	Licensed Practical Nurse
Food Service Helper	Teaching Assistant
Custodial Worker	Teacher Aide
Custodian	Computer Specialist
Cleaner	LAN Technician
Maintenance Mechanic I	Senior Account Clerk
Maintenance Mechanic II	Account Clerk
Automotive Mechanic	Account Clerk/Typist
Automotive Mechanic Helper	Clerk
Bus Driver	Typist
Messenger	School Monitor
Registered Professional Nurse	

- 2.) The terms and conditions of this Agreement shall cover employees in the above job classifications who are employed on:
- a.) A twelve (12) month basis and regularly scheduled for twenty (20) hours per week of work or more.
 - b.) An eleven (11) month basis and regularly scheduled for twenty (20) hours per week or more.
 - c.) A ten and one-half (10 ½) month basis and regularly scheduled for twenty (20) hours per week of work or more.
 - d.) A ten (10) month basis and regularly scheduled for twenty (20) hours per week of work or more.

Article 2, Section 2 (continued)

- e.) Employees who are Board Appointed to more than one position (ex. Bus Driver and school lunch monitor) shall have their hours combined to receive contractual benefits.
 - f.) Eleven (11) month employees are required to work 20-22 additional days in July and August to equal 235 days in the fiscal year. During this period if the employee is absent, they need to make up the day or hours absent. The employee is not eligible for paid leave during this period.
- 3.) The terms and conditions of this Agreement shall not cover employees who are employed on either:
- a.) A substitute basis, or
 - b.) Less than 10 month basis, or
 - c.) For regularly scheduled work weeks of less than 20 hours.

ARTICLE 3

Management Rights

- 1.) The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and locations of its business and service operations to be rendered, and the methods, processes, and means used in operating its business and services, the control of its buildings, real estate, materials, tools and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services will be performed by employees covered under this Agreement; to maintain order and efficiency among the Support Staff, including the sole right to hire, lay-off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of Departments, and to determine the starting and quitting time and the number of hours to be worked; subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, as provided by law.
- 2.) The above rights of the School District are not all inclusive, but indicate the type of matters or rights which are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the School District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4

Association Security

- 1.) The School District shall deduct bi-weekly from the wages of each employee and remit to the Civil Service Employees' Association, Inc., Capital Station, P.O. Box 7125, Albany, N.Y. 12224, regular membership dues and any CSEA Sponsored Insurance Plans for those employees authorizing in writing such deductions. The written authorization to be effective must be executed within 10 working days after joining the Association and such written authorization shall remain in effect until withdrawn in writing by the employee. The Association will notify the Board in writing by July 15th each year of the amount of the deductions to be made for the ensuing year.
- 2.) Membership in the Association shall be voluntary. The School District agrees that there shall be no discrimination, interference, restraint, or coercion by the School District or any of its agents against any employee because of his/her membership in the Association.
- 3.) The Association shall have the rights inuring to it under the Public Employees Fair Employment Act or other applicable law.
- 4.) If an employee who is a member of the Bargaining Unit is charged with any violations, the facts and circumstances involved will be reviewed and discussed with the field representative of the Association, or the Unit President or designee, before any disciplinary action is taken pursuant to Section 75 of the Civil Service Law or Section 3020-a of the Education Law.
- 5.) The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the School District at the following locations: Cafeteria (2), Custodial Room (2), Bus Garage (1), High School Office and Elementary School Office (2) and Teachers' Rooms (2) provided, however, that their content is not derogatory or controversial and is limited to legitimate union business.
- 6.) The Association shall have the right to designate a representative of the Association's Disability and Life Insurance Program, to visit the employees on the job for the purpose of interesting them in this protection and/or adjusting claims provided, however, the appropriate school district official is notified and assurance is given that no inordinate interruption in the work of the employee will be involved. For the purpose of administering, adjusting, or interpreting the terms and conditions of this Agreement, the Association Field Representative shall have the same right.
- 7.) On the effective date of this agreement, the employer shall supply, upon reasonable request from the unit president, a list of all employees in the bargaining unit showing the employees' full name, job title, salary, and original date of employment.

Article 4 (continued)

8.) Payroll Deductions:

The District agrees to make payroll deductions for the following from employees who have authorized same:

1. Credit Union
2. Annuities (Maximum of 30)
3. U.S. Savings Bonds
4. C.S.E.A. Political Action Committee (PEOPLE)
5. Health Club Membership Fees
6. United Way
7. Non-Resident Tuition

- 9.)** The District will grant three (3) days (24 hours) each school year as paid leave for the CSEA Unit President or the President's designee to travel to and attend CSEA Conventions, Workshops, or CSEA Region Meetings. Request for permission to use this leave will be made in writing to the Superintendent or the Superintendent's designee at least twenty (20) calendar days prior to the date(s) involved.

ARTICLE 5

No Strikes

- 1.)** During the term of this Agreement, the Association agrees that there shall be no strikes, picketing, walkouts, slowdowns, or any other interruptions of work during the term of this Agreement, nor shall the Association cause, instigate, encourage or condone any such action.

ARTICLE 6

Compensation

- 1.) Starting wages for the job titles listed below will be in effect for the 2007-08 and 2008-09 school years.

Hourly Rates

<u>Title</u>	<u>2007-08</u>	<u>2008-09</u>
Cook	9.83	10.03
Food Service Helper	8.98	9.16
Maintenance Mechanic II	14.05	14.33
Maintenance Mechanic I	9.83	10.03
Custodian	9.83	10.03
Custodial Worker	9.27	9.46
Cleaner	8.98	9.16
Automotive Mechanic	12.08	12.32
Automotive Mechanic Helper	11.52	11.75
Bus Driver	12.08	12.32
Messenger	9.83	10.03
Registered Nurse	13.10	13.36
Licensed Practical Nurse	10.34	10.55
Teaching Assistant:		
Certified	9.83	10.03
2 Year Degree	10.95	11.17
4 Year Degree	12.08	12.32
Certified Teacher	13.08	13.32
School Monitor	8.98	9.16
Teacher Aide	8.98	9.16
Computer Specialist	17.29	17.63
LAN Technician	12.58	12.83
Senior Account Clerk	12.19	12.43
Account Clerk	10.95	11.17
Account Clerk/Typist	10.95	11.17
Clerk	8.98	9.16
Typist	10.00	10.20

- 2) **A.** Effective July 1, 2007, all employees shall receive a base increase of 3.9%. Registered Nurses will receive the base increase and an additional \$1.00 per hour. Licensed Practical Nurses will receive the base increase and an addition \$.50 per hour.
- B.** Effective July 1, 2008, all employees will receive a base increase of 3.75%.

Article 6, Section 2 (continued)

- C. Salary/wages above are exclusive of shift differentials, longevity pay or additional pay for special duties.

3.) Longevity Allowance

- A. All those employees working a twelve (12) month year, forty (40) hour week, receive the following longevity allowance upon completion of five (5) or more years of full-time continuous service with the district defined by ERS Rules:

5 years	\$575
10 years	\$725
15 years	\$925

- B. All those employees working an eleven (11) month year will receive the following longevity allowance upon completion of five (5) or more years of continuous service with the district defined by ERS Rules:

5 years	\$575
10 years	\$725
15 years	\$925

- C. All those employees working a ten (10) or ten and one half (10½) month year will receive the following longevity allowance upon completion of five (5) or more years of continuous service with the district defined by ERS Rules:

5 years	\$575
10 years	\$725
15 years	\$925

- D. The above amounts will be prorated based upon an employee's regular scheduled hours of work per day if less than 6 hours. This proration is based upon a six (6) hour work day.

5 years	\$575
10 years	\$725
15 years	\$925

- E. For the purpose of eligibility, November 30th will be the cut-off day. The longevity allowance will be paid in a lump sum by separate check during the first two (2) weeks of December of each year.

5 years	\$575
10 years	\$725
15 years	\$925

Article 6 (continued)

- 4.) Employees who are scheduled to work only on days that school is actually scheduled shall receive an annual salary to be figured as follows:

Hourly rate of pay times hours of work normally
scheduled per day times 186 days per school year.

and

This annual salary shall be paid in equal installments
over 21 pay periods, or 22 pay periods should there be 22
pay periods between September 1 and June 30.

EXAMPLE:

Bus Driver	Hourly Rate:	\$11.40/hr.
Average Daily Run:		4 1/2 hours
\$11.40/hr. X 4 1/2 hours X 186 days	=	\$9541.80
Normal bi-weekly pay ÷ (21)	=	\$454.37

- 5.) An additional \$400. shall be paid for all Cleaners working regularly the second or third shift, and an additional \$500. shall be applied for all Custodians regularly working the second or third shift. This additional payment shall be paid on a pro-rata basis for the time worked on the second or third shift.

6.) **College Credit**

- a.) Effective July 1, 2007 for existing employees, college credits taken after their employment begins will be compensated at the following rates:
\$40. – Undergraduate – per credit hour
\$70. – Graduate – per credit hour
- b.) The Six Hours required for Teaching Assistant Certification is excluded from (a.) above.

Article 6, Section 6 (continued)

- c.) A maximum of 60 credit hours will be compensated for and all course work under this section shall be work related and prior approval must be received from the Superintendent of Schools or his/her designee.
- d.) After completion of a two (2) year degree, \$1 per hour will be added to that employee's wage. After completion of a four (4) year degree, another \$1 per hour will be added to that employee's wages (\$2 per hour if not granted a \$1 increase with a two (2) year degree). The degrees above must be approved by the Superintendent and be work related, and earned by the employee after becoming permanently appointed.
- e.) Payment for undergraduate or graduate hours will be determined and acted upon after substantiation of earned undergraduate or graduate credit which shall be the responsibility of the employee and shall be accomplished by submitting a grade report, a grade card, or a transcript.
- f.) Each employee planning to take undergraduate or graduate work during the school year (July 1 - June 30) is to submit the information requested on the form provided by March 1, so that payment may be considered as a budgetary item.
- g.) Inservice Credit - Credit for salary purposes will be allowed for approved in-service courses for all employees. Approval will be granted by the Superintendent. Generally, fifteen (15) clock hours of satisfactorily completed classroom work will be equivalent to one (1) unit of graduate credit for salary purposes. Any employee that completes fifteen (15) clock hours of an approved in-service course is eligible for this salary increase in accordance with (a.) above.

7) District or State Mandated Training

All employees will receive their regular rate of pay for the time attending District or State Mandated Training/Education Courses outside their contractual hours/work. "Unused staff development days paid time is first applied to training time."

8) Snow Days and Emergency Closing Days

The School District agrees that all Aides and Cafeteria Workers on an hourly rate will be paid for one hour as compensation for reporting for work on a snow day, when reasonable advance notification has not been given.

Employees required to work when school is closed prior to the start of the school day due to an emergency will be compensated with time equal to those actual hours worked at a time determined by their immediate supervisor.

9) Food Service Extra Activities, Overtime and Extra Duty

- a.) Hourly cafeteria employees required to work extra activities will be paid at the rate of 1 1/4 times their regular hourly rate for a minimum of three (3) hours.

Article 6, Section 9 (continued)

- b.) All overtime or extra duty time in the Cafeteria Department will be offered to available cafeteria employees within each building on a rotating seniority list. Employees who are interested in the overtime or extra duty time shall notify the cafeteria manager for placement of their names on the list.

10) Overtime Compensation

- a.) Teaching Assistants who work additional hours shall be paid for these hours at their regular hourly rate if such work was deemed necessary by their principal and they received prior approval for such time.
- b.) When authorized and approved by the Superintendent or his/her designee, the School District agrees to pay time and one-half of the employees' regular straight time rate for all hours worked in excess of forty (40) hours per week. Paid leave, except for unverified sick leave, will be counted as time worked for overtime purposes.
- c.) It is understood by the parties that holidays for employees as enumerated in Article 11, Section 3 shall be counted as time worked for overtime purposes.
- d.) A custodial employee called in beyond the normal work day shall be guaranteed two (2) hours pay.

ARTICLE 7

Work Rules

- 1.) It is agreed that each employee shall receive two (2) paid fifteen (15) minute breaks in each eight (8) hour shift. These employees working less than eight (8) hours, but more than four (4) consecutive hours shall receive one (1) paid fifteen minute work break. Duty-free (30-minute) unpaid lunch break for employees working six (6) hours or more per day.
- 2.)
 - A. Whenever it is necessary for an employee to be absent from his/her duties, it shall be his/her responsibility to notify his/her supervisor so that the direction of the work force can be adjusted accordingly. Any employee who is absent from his/her assigned duties without sufficient cause and without sufficient notice to his/her supervisor shall forfeit full salary for the term of the unauthorized absence.
 - B. The District will establish a uniform request/report form for each employee regarding requests for vacation and personal leave and report use of sick, bereavement, etc. leaves. The District will respond no later than three (3) workdays after receiving a request for vacation or personal leave. Report of use of sick leave must be turned in within two (2) workdays upon returning from leave.

Article 7 (continued)

- 3.) Time Clock/Time Card – The District will provide and establish a time-card reporting system for all bargaining unit employees assigned to a 2nd evening or 3rd night shift where there is no direct supervisor on duty.
- 4.) The District may provide for and implement a work order reporting system for the maintenance and custodial department.

ARTICLE 8

Hours of Work – Work Week

- 1.) Hours of work and the work week shall be determined by the Superintendent or his/her designee according to a prepared schedule which shall not include more than eight (8) hours in any day or forty (40) hours in any such work week, except as required to maintain normal operation and in case of emergency.

ARTICLE 9

Retirement

- 1.)
 - a.) For those employees actually enrolled, the District will provide coverage in the New York State Employee's Retirement System, "Section 75 (i)."
 - b.) For those employees under Tier I New York State Employees' Retirement System, "Section 60-b" – Death Benefit.
 - c.) Employee will be eligible for retirement Option 41J (Application for unused sick leave as additional service credit upon retirement).
 - d.) Teaching Assistants shall be eligible to join the New York State Teachers' Retirement System.
- 2.) It is agreed that any detailed, specific inquiries regarding membership in the New York State Employees' Retirement System shall be directed to the Headquarters of the System at:

New York State Employees' Retirement System
110 State Street
Albany, New York 12244

Toll Free: 1-866-805-0990

Article 9, Section 2 (continued)

Or, for teaching assistants:

New York State Teachers' Retirement System
10 Corporate Woods Drive
Albany, NY 12211
Toll Free: 1-800-356-3128

- 3.) Any eligible employee should be a member of the New York State Retirement System and is encouraged to join. It is understood, however, that it is the ultimate responsibility of the employee to become enrolled in the Plan and the School District's liability is limited to paying the proper costs per the existing arrangement as billed by the State. Any questions concerning membership in the New York State Retirement System, or benefits thereunder, shall be directed to the Headquarters of the System in Albany, New York.
- 4.) Service Termination Award:
 - 1.) Qualification
 - a.) A unit employee with at least 15 years of service to the Pulaski Central School District by date of retirement may participate in this program. For employees hired on July 1, 2004 or after, the retirement award will be based on the number of years of service credit as determined by the NYSERS or the NYSTRS.
 - b.) The qualified employee must submit a letter of declaration to retire under N.Y.S.E.R.S. or N.Y.S.T.R.S. from the District to the Superintendent of Schools no less than ninety (90) days prior to his/her intended date of retirement.
 - c.) Enrollment in the N.Y.S.E.R.S. or N.Y.S.T.R.S. is required for eligibility for the Service Termination Award (Article 10.4) and for the District contribution for retirement health insurance coverage (Art. 11.3).
 - 2.) This award will be paid to the qualified participant on retiring from the District and giving ninety (90) days notice on the last check to be drawn for actual service. The check will be in addition to the regular contract salary for the participant.
 - 3.) Computation of the Award
 - a.) The participant employee will be paid a percentage (.0125 X yearly salary X years of service) for the total years of service to the Pulaski Central School District. For employees hired on July 1, 2004 or after, the retirement award will be based on the number of years of service credit as determined by the NYSERS or the NYSTRS. The yearly salary is defined as the average of an employee's last three (3) years of total earnings within the district.

Article 9, Section 4 (continued)

- b.) Teaching Assistants who retire under the New York State Teachers' Retirement System may be reimbursed for accumulative sick days at the rate of \$20 per 8 hour day, the rate of \$18 per 7 hour day, the rate of \$16 per 6 hour day and the rate of \$12 per 4 hour day for each day up to 200 days if the retirement notice is given four (4) months prior to the effective date of retirement. Members must have at least 15 years of service with the district to be eligible to participate in this option.
- c.) Teaching Assistants shall have the choice of participating in either paragraph a.) or b.) above (whichever is more beneficial to them).

5.) Retiree Health and Dental Insurance

Refer to Article 10, Section 6, for eligibility.

ARTICLE 10

Health Insurance, Dental and Vision

1.) All employees covered by this agreement shall be eligible to participate in the group health insurance coverage as provided by the District.

- a. Annual Deductibles for Individuals is \$150 and for Families is \$300.
- b. A co-payment of 5% on the first \$5,000 of medical claims for covered individuals and families will be implemented on January 1, 2005.
- c. Drug Co-Pays – effective January 1, 2008

Mail Order: (90 day supply)

Generic	\$2
Brand	\$5
Non-Preferred	\$10

If no generic is available, then the brand co-pay will be \$2.00. If the Prescribing Physician indicates that a non-preferred drug is a “medical necessity” then the co-pay will be \$5.00.

Pharmacy:

Generic	\$5
Brand	\$10
Non-Preferred	\$25

If no generic is available, then the brand co-pay will be \$5.00. If the Prescribing Physician indicates that a non-preferred drug is a “medical necessity”, then the co-pay will be \$10.00.

Article 10, Section 1 (continued)

The list of non-preferred drugs is available on the Internet under “Formulary Drug List” at www.ehs.com/member/formulary/index.asp or the district will provide participants a complete list of prescription medications covered as “non-preferred” upon request.

- d. Cost of individual coverage is apportioned 5% employee and 95% employer. The total cost for family coverage is apportioned 10% employee and 90% employer. Effective July 1, 2005, employees newly hired who work less than 30 hours per week will pay 20% of the cost of both individual and family coverage and the district will pay 80% of such costs.
 - e. It is understood that the District is committed to providing the benefits as described in the 1995-96 Pulaski Guardian plan and is not obligated to contract with any specific insurance company and is free to investigate or contract with any other plan or provider process as long as the level of benefits described is not diminished.
- 2.) Each eligible employee covered by this Agreement shall be entitled to participate in the Group Dental Insurance Coverage as provided. Eligibility for dental insurance is based on four (4) hours of employment per day and twenty (20) hours per week. Cost of individual coverage is apportioned 5% employee and 95% employer. The total cost for family coverage is apportioned 10% employee and 90% employer. Effective July 1, 2005, employees newly hired who work less than 30 hours per week will pay 20% of the cost of both individual and family coverage and the district will pay 80% of such costs. One exam, one cleaning, and one series of x-rays for each year for plan participants. The schedule of benefits will be increased by 40% effective upon ratification of this contract.
 - 3.) Effective July 1, 2007, the District will reimburse CSEA employees and family members, retirees and spouse, for vision care upon receipt of a verifiable expense up to \$150 per year per family. CSEA will be included in the joint committee charged in investigating group vision plans.
 - 4.) The District will offer each employee covered by this Agreement the option to participate in an IRS Section 125 Flexible Spending Account.
 - 5.) The District agrees to establish an insurance committee with three (3) members appointed by the Pulaski Teachers’ Association one of whom will be a retiree, three (3) members appointed by the CSEA one of whom will be a retiree, two (2) members from the Administration and one (1) member of the Board of Education. Said committee will receive benefit plans and recommend changes to the Administration, CSEA and Pulaski Teachers’ Association Negotiating Teams.
Said insurance committee will be responsible to act as the:
 1. Board of Governors for the insurance trust.
 2. Appeals Committee.
 3. Review Committee for benefits, including mandated benefits.

Article 10, Section 5 (continued)

State mandated insurance benefits will be automatically implemented.

The Insurance Committee will establish an appeals process to include binding arbitration. The trust shall pay one-half (1/2) of the cost of any such arbitration; the affected employee will pay the other half (1/2) of the arbitration cost. The association may, at its discretion on a case-by-case basis, assume the affected employee's share of the arbitration cost.

- 6.) It is understood that the District's obligation under this Article is limited to making the required payments for those eligible employees who have actually enrolled in the Plan. The District will continue its past practices regarding when coverage begins, ends and/or may be changed. Nevertheless, it will abide and follow all rules and regulations obligated by the present plan or its equivalent.
- 7.) For covered employees who were eligible for and were enrolled in the health and/or dental insurance plan upon retirement, the District's share of payments will be the amount required to cover health and/or dental insurance premiums for the retiree and dependents (if so elected) equal to the percentage called for in the Bargaining Agreement under which the employee retired. An employee must have fifteen (15) years of service (10 years of service if disability retirement) to the Pulaski Central School District by date of retirement to be eligible to continue in the health and/or dental insurance upon retirement. Effective July 1, 2004, new employees years of service will be based on the NYSERS or the NYSTRS determination. Retiree (and spouse if retiring with family coverage) who is eligible for Medicare part B will enroll. The District will reimburse the retiree (and spouse if retiring with family coverage) for the cost of the Medicare Part B premiums. Any health insurance benefits that are not covered by Medicare part B but are covered by the Pulaski District Health Insurance Plan shall continue to be covered for the retiree and spouse if family coverage.

ARTICLE 11

Leaves of Absence With Pay

- 1.) **Sick Leave:**
 - a.) All employees regularly working 8 hours per day – 40 hours per week will be entitled to 8 hours of sick leave per full work month employed with earned hours cumulative to a maximum of 1608 or 201 days for ten (10) month employees and 1735 hours or 217 days for twelve (12) month employees.
 - 12 months – 12 sick days per year
 - 11 months – 11 sick days per year
 - 10 months – 10 sick days per year
 - b.1) All employees working 4 hours per day, but less than 8 hours per day, shall earn the same number of sick leave hours each month as is equivalent to their average work day. Unused sick leave shall be cumulative up to the number of hours when

Article 11, Section 1 (continued)

divided by the average work day equal to 180 days. Sick leave may be taken in one-quarter (1/4) day blocks.

- b.2) All employees who do not work a traditional 5 day work week and work more than 20 hours per week, but less than 40 hours per week, will earn sick leave hours each month equivalent to one-fifth (1/5) of their average work week.
- c.) Substitute employees will not be entitled to sick leave.
- d.) A physician's statement of the employee's inability to perform his/her duties may be required by the employee's supervisor or the Superintendent.
- e.) An employee will be considered to have earned sick leave above after working one day in a given month.
- f.) Earned sick leave shall be used only for the physical or mental disability of the employee.
- g.) All employees may use up to 5 days of their accumulated sick leave for family illness. Family in this case to be defined as spouse and child. This definition may be extended at the discretion of the Superintendent.
- h.) The District may require an employee to provide appropriate verification of the family illness in cases where the District believes, in good faith, that there is an excessive use or misuse of family illness leave. In those cases, the employee will be given advance notice of this requirement prior to use of family illness leave. Any verification of personal or family illness which is submitted by an employee will be kept confidential by the District.
- i.) All employees may use sick leave days for their personal doctor's appointments. Sick leave may be requested and used in one-quarter workday increments.
- j.) Report of use of sick leave must be turned in within two (2) workdays upon returning from sick leave.
- k.) For Sick Leave Bank, see Appendix "A".

2.) **Vacations**

Full-time employees (11 & 12 month, regularly scheduled forty (40) hours per week basis), will receive paid vacations according to the entitlement schedule that follows. All 11 month or 12 month employees who do not work a traditional 5 day workweek and work more than 20 hours per week, but less than 40 hours, will earn vacation leave hours equivalent to one-fifth (1/5) of their average workweek according to the entitlement section.

Article 11, Section 2 (continued)

- a.) Entitlement

One to seven years of continuous full-time service – Ten days.

Seventeen or more years of continuous full-time service – Twenty days.

For employees with seven or more years of continuous full-time service, one additional day of vacation will be awarded for each year over seven up to a maximum addition of ten days. This change is intended to afford additional days of vacation between the 7th and 17th years.

For employees with 21 years of full-time service – 21 days.

For employees with 22 years of full-time service – 22 days.

For employees with 23 years of full-time service – 23 days.

For employees with 24 years of full-time service – 24 days.

For employees with 25 years of full-time service – 25 days.

For employees with less than one full year of service on July 1, vacation time for the school year commencing on July 1 shall be pro-rated at the rate of 5/6 of a day's vacation for each month of service prior to July 1 rounded up to the next full day.

- b.) The vacation allotment for the forthcoming school year shall be determined by the length of service of each employee on July 1 of the new school year. The allotment which (s)he has on July 1 will be determined by the total number of years and shall not include any additional days by rounding off the extra months of service. Thus, if an employee has 13 years, 7 months of service as of July 1, (s)he will have the vacation entitlement figured on 13 years of service. At least half of an employee's vacation will be taken when students are not in school and no substitute is needed or when the workload permits. All other vacations will be taken according to a mutually agreed schedule established by the Supervisor with the Superintendent's approval.
- c.) Request for use of vacation leave:
- For ½ day or 1 day vacation – Request at least 1 workday in advance
For 2 consecutive workdays vacation – Request at least 2 workdays in advance
For 3 or more consecutive vacation days – Request 5 workdays in advance
- d.) Vacation – Can be requested and used in ½ workday increments.

Article 11, (continued)

3.) Holidays:

- a.) 1. Holidays for full-time employees (12 month regularly scheduled forty (40) hours per week basis will be as follows:

Independence Day	Day Before Christmas
Labor Day	Christmas Day
Columbus Day	Day Before New Year's
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Day After Thanksgiving	Good Friday
	Memorial Day

The Superintendent shall also designate one additional holiday at the beginning of the school year.

2. Holidays for 11 month employees who are scheduled to work six (6) hours or more per day will be as follows:

Labor Day	Christmas Day
Columbus Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

3. Holidays for 10 month and 10 1/2 month employees who are scheduled to work six (6) hours or more per day and 12 month employees who are scheduled to work four (4) hours or more per day will be as follows:

Columbus Day	Christmas Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
	Memorial Day

4. Christmas Day will be a paid holiday for 10 or 10 1/2 month employees who are scheduled to work 4 or more hours, but less than 6 hours, per day.

5. All employees shall receive their birthday off with pay at the normal daily rate. This may be taken on another day but not until after the birthday has passed. This day can be carried into the following school year.

Article 11, Section 3 (continued)

6. All Teaching Assistants shall work on all days (185) school is scheduled and be paid for one hundred ninety two (192) days including seven (7)

holidays. Nurses shall work on all days (185) school is scheduled plus eight (8) additional days and be paid for two hundred (200) days including seven (7) holidays. Teaching Assistants and Nurses also receive the Birthday Holiday benefit.

- b.) Where one of the above contractual holidays falls on a Saturday or Sunday, it shall be celebrated on the day designated in the school calendar. Summer holidays falling on Saturdays or Sundays shall be celebrated on the day designated by the Superintendent. Eligible employees, however, shall receive either a day's pay or a compensatory day off for such holidays as determined by the Superintendent.
- c.) With respect to the birthday holiday, it is understood that if the employee's birthday falls on a Saturday or Sunday or falls during the employee's non-working months, the holiday shall be celebrated on a normal work day mutually agreed to by the employee and the appropriate supervisor. It is further understood that when the birthday falls during the non-working months, the employee must give at least ten (10) days' notice of a desired substitute date, with the understanding that not more than one employee from each department may celebrate a substituted day on the same date.
- d.) If there is no school on the Wednesday before Thanksgiving, 11 & 12 month employees will be scheduled to work one-half shift, except in cases of emergency or where night building surveillance is necessary. On these days, hours will be scheduled so that no employee works past 3:30 p.m.

If there is school on the day before Thanksgiving, then 11 & 12 month employees in this unit will work a full day but will receive one-half shift compensatory time when school is not in session.

4.) Personal Days

Three (3) days of emergency personal leave will be granted to all regular employees working at least four (4) hours per day. Any personal leave day not used during the year shall be applied to that employee's accrued sick leave. One (1) of these three (3) personal days may be used without specific explanation. Personal days may be requested and used in one quarter workday increments.

Personal leave is defined as paid leave for the purpose of conducting compelling business which cannot be conducted outside the normal school day. Where possible, barring emergencies, personal leave must be arranged for forty-eight (48) hours in advance on the appropriate forms with the Superintendent. Personal leave shall not be used for extension of vacation, job interview, recreation, or working for another employer.

Article 11, Section 4 (continued)

In the event of a situation arising over which the employee has no control or discretion, i.e., it is unlawful to travel to the work place by order of a government authority, the

necessary leave will be granted without being charged against the employee's accumulated leave categories. The employee's supervisor must be contacted prior to the beginning of the employee's shift and the order of the government authority must be issued before the beginning of the employee's shift.

5.) Bereavement Days

Employees are eligible for three (3) days bereavement leave for each death of a member of the immediate family, if necessary. Immediate family shall include spouse, children, father and mother, brother, sister, grandparents, grandparent-in-laws, mother-in-law, father-in-law, grandchild, stepmother, stepfather, stepchildren, stepgrandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

If travel is required the Superintendent may grant additional days for this purpose. These days may be granted at the Superintendent's discretion with or without depletion of personal or sick leave.

ARTICLE 12

Leaves of Absence Without Pay

- 1.) An employee shall be granted a leave of absence without pay for a period not to exceed two (2) years for any reason deemed appropriate by the School Board and based upon the recommendation of the Superintendent. Except in the case of military service, no leave shall be extended so that the total amount of time exceeds two (2) years.
- 2.) The employee requesting leave of absence shall make such request, except in extenuating circumstances, at least 15 days prior to the beginning date of the leave, and shall specify the reasons for which the leave is desired. The request shall be forwarded through appropriate supervisory channels.
- 3.) For employee medical leaves of absence without pay, if the employee is sick bank eligible, the employee may request that the District adjust and recalculate the employee's annualized salary to account for the duration of the leave. The adjustment will permit continuance of payments to allow the deductions for insurance co-pays.

ARTICLE 13

Health and Safety

- 1.) The School District shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. The School District agrees to continue to provide protection devices and other safety equipment to the extent heretofore prevailing.
- 2.) The District will provide ACSI job rated protective footwear, as deemed appropriate, which the employees may select from approved options. The Protective Footwear will be worn on the job at all times. The District will reimburse each of the eligible employees for the cost of Protective Footwear as follows:

Months 1 – 12	District will pay 100% of the allowable cost
13 – 24	District will pay 60% of the allowable cost
25 – 36	District will pay 80% of the allowable cost
After 36	District will pay 100% of the allowable cost

The maximum cost for 2007 – 2008	\$ 80.00
The maximum cost for 2008 – 2009	\$ 90.00
The maximum cost for 2009 – 2010	\$100.00

If the Protective Footwear is damaged on the job during the first 36 months the District will replace the footwear at 100% of the cost.

The District will reimburse the following employees for Protective Footwear:

Maintenance Mechanic I	Custodial Worker
Maintenance Mechanic II	Custodian
Automotive Mechanic	Cook
Automotive Mechanic Helper	Food Service Helper
	Cleaner

The employee must produce a dated receipt indicating the purchase price of this footwear in order to receive the reimbursement.

- 3.) Any employee who does not follow the reasonable safety rules and procedures as directed by the District or who does not use the protective devices or other safety equipment provided shall be subject to disciplinary actions.
- 4.) All employees within the bargaining unit shall be covered under the provisions of the Worker’s Compensation Law. However, any employee who incurs a compensable injury or illness shall not receive the benefits of Worker’s Compensation, personal leave, or sick leave, in a manner that results in the payment of more than one day’s wages for each day of absence.

ARTICLE 14
Promotions

- 1.) Prior to filling a permanent job vacancy within this bargaining unit, the District will post such opening on the regular bulletin boards at the following locations: Cafeteria (2), Custodial Room (2), Bus Garage (1), High School Office and Elementary School Office (2) and Teacher's Rooms (2). An employee within the Department in which the opening exists may bid for such opening by written request to the Superintendent within three working days after the job is posted, provided the employee possesses the necessary qualifications such as ability, experience, education, proficiency and skill to perform the work. Should two or more employees be equally well qualified, seniority shall prevail.
- 2.) An employee who holds a classification in a Department other than the Department in which the vacancy exists may also bid for the opening. The District, however, retains the right to disqualify such a bidder within its exclusive discretion.
- 3.) An employee who is awarded the posted job shall be given a trial period of 60 days of actual work on the bid job. If a vacancy occurs because of the 60 day trial period, it shall not be considered a true or permanent vacancy under this clause and need not be posted as provided under paragraph 1 of this article. If the employee successfully passes the trial period, the employee shall have their classification so changed. If the employee fails to satisfactorily perform the bid job, the employee may be returned to their former job at any time during the trial period. At the end of the 60 days, if the employee fails to satisfactorily perform the bid job, he/she shall be returned to their former job.
- 4.) It is understood that in the event of a conflict with the provisions of this Article, the applicable Civil Service Law or Regulations (State or County) shall prevail.

ARTICLE 15

Probationary Employees

- 1.) Each new employee shall be considered on probation for a period of six months except Teaching Assistants. At the sole discretion of the Superintendent, the probationary period may be extended for a maximum total period of one year (written notice to be given prior to the end of the original six month probationary period.)

The employee shall be entitled to a permanent appointment after the appropriate supervisory official evaluates the employee's performance and recommends to the Superintendent that performance is satisfactory. The decision regarding permanent appointment is to be rendered in writing not more than two working days following the first Board Meeting after the employee completes the appropriate probationary period.

- 2.) It is agreed that any probationary employee can be discharged at the sole discretion of the School District, and shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this Agreement.

Article 15 (continued)

- 3.) Teaching Assistants shall be appointed to a 3-year probationary period leading to a tenure appointment pursuant to Education Law.

ARTICLE 16

Job Security

- 1.) The School District agrees that eligible employees, other than probationary employees, shall receive the full protection of Section 75 of the Civil Service Law as it relates to discharge, suspension, reprimand, fine or demotion. Employees eligible for Section 75 of the Civil Service Law may elect to choose the grievance and arbitration procedure as an alternative to Section 75. Once selected only one of the procedures shall be available to the employee.
- 2.) Any employee not eligible for protection under Section 1 of this Article, other than probationary employees, shall have the right to pursue any disciplinary action in accordance with the Grievance and Arbitration Procedure of this Agreement if it constitutes an unjust exercise of management rights. It is understood that during the pursuit of any grievance the burden of proof shall remain with the Association to prove that the District acted unjustly.
- 3.) Tenured Teaching Assistants shall have the full protection of Section 3020-a of the Education Law as it relates to any disciplinary action. Reductions in force of Teaching Assistants is governed by Section 2510 of the Education Law.

ARTICLE 17

Grievance and Arbitration Procedure

- 1.) A grievance shall be defined as a claim that the School District violated an express term of this Agreement. A grievance may be raised by the Association or by an employee within the bargaining unit covered by this Agreement. Once raised, the grievance will be resolved by the following procedures:
 - Step 1:** The grievance shall be first orally discussed by the grievant and/or his/her representative and the grievant's immediate supervisor within ten (10) work days of the act, occurrence, or event giving rise to the grievance.
 - Step 2:** A grievance, which is not resolved in Step 1, shall be submitted in writing to the Superintendent or designee within five (5) work days following the conclusion of Step 1. The written grievance must be signed by the grievant and set forth the specific claim being made together with a statement of the facts surrounding the grievance. Within ten (10) working days after submission of the written grievance, there shall be a meeting between up to four representatives designated by the Superintendent and up to four representatives designated by the Association.

Article 18, Section 1 (continued)

- Step 3:** If the grievance remains unresolved after the Step 2 meeting, the Association shall appeal the grievance in writing to the Board of Education within five (5)

working days after the Step 2 meeting. The Board shall render a final decision within ten (10) working days after receiving the appeal with, or without, a hearing as it may deem advisable.

- Step 4:** If the grievance remains unresolved after the Step 3 decision, and if the grievance involves an alleged violation by the District of an express provision of this Agreement, the Association may submit the grievance in writing to the Public Employment Relations Board Arbitration Services (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration rules. The decision of the Arbitrator shall be binding on both parties, and the cost of arbitration shall be shared equally.
- 2.) The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement; nor to render any decision which conflicts with a law, regulation, directive or other obligation binding upon the District, nor to imply any obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond ten workdays prior to the service of the Step 2 written grievance upon the District. In making an award, the arbitrator shall bear in mind that both the District and Association recognize that their paramount obligation is to the welfare of the school children.
- 3.) If a written copy of the grievance was not served on the District within ten work days of the act, occurrence, or event giving rise to the grievance, or if the grievance was not submitted in writing to the American Arbitration Association within 60 calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived and there shall be no right to arbitration. The time limits set forth in this Section may be extended only upon the written consent of both parties.

ARTICLE 18

Reclassification Procedure

“Reclassification” and “Classification” shall mean and refer to “position” classifications and “jurisdictional” classification. “Position” classification shall mean a grouping together, under common and descriptive titles, of positions that are substantially similar in the essential character and scope of their duties and responsibilities and in the qualification requirements therefore. “Jurisdictional” classification shall mean the assignment of positions in the classified service to the competitive, non-competitive, exempt or labor classes.

“Personnel Department” shall mean the Oswego Civil Service Commission.

“Personnel Officer” shall mean the designated representative of the Pulaski Central School District who shall have the authority and shall receive any petitions under the terms and conditions of this Article.

Article 18 (continued)

The parties of this Agreement endorse the spirit and intent of Section 61, Subdivision 2, of the Civil Service Law which provides, except in temporary cases of emergencies, prohibition against continued “out-of-title” work since the credit may be extended to any employee in a promotional examination for any “out-of-title” work performed.

INITIAL PRESENTATION - Step 1:

Any employee who sincerely believes he/she is continually performing “out-of-title” work shall discuss the matter with an Association Officer who shall investigate the matter fully, compares the work the employee is actually performing with the given job specification. For the purpose of resolving the problem at the lowest possible level, the School District shall assist the Association representative as much as possible by supplying any necessary data.

In the event the employee is not satisfied with the information supplied by the Association Officer, the matter, within three (3) days, shall be discussed with the employee’s supervisor. If either the supervisor, the employee or the Association representative feel the need for aid in arriving at an equitable solution they should discuss with, and if advisable, invite such additional School District and Association representatives as may be necessary and available to resolve the problem. Within five (5) days after the oral presentation of the problem, the supervisor shall communicate their decision on an oral basis, to the employee and to the Association representative. This procedure, if followed in good faith by both parties, and if substantiated by sound data, should lead to a fair and speedy solution of most of the routine “out-of-title” complaints arising out of the normal operation of the School District.

In the event the School District decides in the employee’s favor, the School District shall, in cooperation with the employee and the Association representative, prepare the necessary materials to reclassify the position within the School District and forward them to the Personnel Department. In no case shall the above procedure exceed ninety (90) days. The position shall be filled on a provisional basis by the employee and he/she shall then fulfill any examination requirements imposed under Civil Service Law.

If, however, a problem is not satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

Step 2:

If an employee involved in a reclassification dispute is not satisfied with the decision rendered in Step 1, after receiving the endorsement of the Association Grievance Committee, (s)he or the Association representative may, within ten (10) days thereafter, request a review and determination of the problem by the Superintendent or designee of the School District. The Association representative shall also be present at this meeting.

Article 18, Step 2 (continued)

The appeal shall be in writing and shall contain statements relating to the specific nature of work the employee is actually performing and supportive data relative to the formal job specifications in which the employee believes the position ought to be classified, shall also be introduced, in writing, to make the hearing more meaningful.

A meeting of the Superintendent or designee and the employee shall be held within fifteen (15) days after the Superintendent or designee has received copies of the above petitions.

Within ten (10) days of the close of the hearing, the Superintendent or designee shall inform the employee, on a written basis, of his/her decision.

In the event the Superintendent or designee decides in the employee's favor, he/she shall in cooperation with the employee, prepare the necessary material to reclassify the position within the school District and advise the local Civil Service Department. In no case shall the above procedure exceed ninety (90) days. The position shall then be required to fulfill any examination requirements imposed by Civil Service Law.

Step 3:

If any employee requesting a reclassification, after receiving the endorsement of the Association Grievance Committee, is not satisfied with the decision rendered in Step 2, (s)he shall follow the exact procedure as listed in Step 3 of Article 18 of this Agreement.

In the event the School Board decides in the employee's favor, the designated representative of the Board shall prepare the necessary material to reclassify the position within the School District and advise the Personnel Department. In no case shall the above procedure exceed ninety (90) days. Any examination requirements shall then be fulfilled.

Step 4:

If the reclassification dispute is still not resolved pursuant to Step 3 of this Article, the employee shall have the right to pursue the matter in any court of competent jurisdiction under an alleged violation of Section 61, Subdivision 2, of the Civil Service Law.

It is agreed that any employee who has his/her jurisdictional classification changed shall have the same rights to pursue the foregoing procedure.

ARTICLE 19

Board Policy

- 1.) The District's present policy regarding payment of the cost of courses and seminars taken by employees, per Board resolution, shall be continued during the term of this contract.

Article 19 (continued)

- 2.) Employees who are required to use their personal vehicle to carry out their job related duties will be paid at a mileage rate per District wide Board Policy.

ARTICLE 20

Tool Insurance and Coveralls

- 1.) The District will provide insurance protection against loss for personal tools used on the job by Mechanic employees. At the beginning of the school year, the employee will provide the District with an inventory list of the tools that are being covered.
- 2.) If a personally owned tool of a maintenance, transportation, or cafeteria employee breaks or wears out while being used on a District project, the District agrees to reimburse the employee the cost of a replacement tool up to a total of \$100.00 per year, per employee. The use of an employee's tools, for District projects must be pre-approved by the employee's immediate supervisor. Reimbursement will be made after the employee submits a dated receipt which clearly shows the replacement tool cost.
- 3.) The District will provide coveralls to mechanics as needed and custodians to include tasks as needed with approval of Supervisor.

ARTICLE 21

Seniority

- 1.) Seniority shall be defined as the length of full-time or full-time equivalent continuous service or part-time continuous service in the Pulaski Central School District.
- 2.) Seniority shall be a factor, but not the only factor, in the following situations:
 - a.) shift and/or work week changes;
 - b.) transfers within the same job classification; and
 - c.) lay-offs within a job title (after following appropriate requirements of the Civil Service Law and Regulations).

Before any layoff occurs, the District will notify the President of the Association.

When the District effects a layoff in any non-competitive or labor class title, it shall be accomplished by laying off the least senior employee(s) in that job title.

Seniority by job classification shall be used as the determining factor in layoffs and recalls.

Article 21, Section 2 (continued)

For purposes of displacement to other titles, seniority shall be defined as the length of continuous service since the employee's original date of employment in the District. Any break in continuous service for reasons other than layoff or temporary leave or reassignment shall cause an employee to lose any previous accrued seniority.

Recall shall be in reverse order of layoff. A displaced employee shall remain on a recall list for three (3) years after each displacement. Refusal to accept an assignment offered shall be cause for removal from a recall list.

This addition applies to those employees within the meaning of Article 2 – Bargaining Unit.

- 3.) Ten month employees who during the term of this Agreement convert to 12 month status or have previously so converted, will be credited with seniority in accordance with the following formula:

$$\frac{(\text{Years in 10 month position}) \times (\text{paid work days per year}) \times (\text{average hours per day})}{2080}$$

The quotient will then be rounded off to the next full year for the determination of length of credited service.

EXAMPLE: A Bus Driver with 10 years of service, 186 paid work days per year and 4 1/2 hours per day.

$$\frac{10 \times 186 \times 4.5}{2080} = 4.02 \text{ years} = 4 \text{ years}$$

ARTICLE 22

General Considerations

- 1.) No Article or Section in this Agreement shall be in any violation of Civil Service Law, the Rules and Regulations of the State Department of Civil Service, the Rules and Regulations of the Oswego County Civil Service Commission or any other applicable law, local, state, or federal.
- 2.) In the event that any Article or Section of this Agreement shall be determined by any court of competent jurisdiction to be null, void or unenforceable, such decision shall continue in full force and effect.

Article 22 (continued)

- 3.) *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 therefore, shall not become effective until the appropriate legislative body has given approval.*

ARTICLE 23

Transportation

- 1.) a.) All extra-curricular bus driving of five (5) or more students shall be done by regular bus drivers, except when regular drivers are not available. Regular drivers are obligated to accept assignments as offered in rotation unless there is a compelling and valid reason for rejection.
- b.) Summer extra-curricular trips will be rotated from a summer list. If there are not enough drivers on the summer list, all drivers will be assigned on a rotating basis with the least senior driver receiving the first assignment.
- c.) Drivers, who report for duty at the time of a previously scheduled extra-curricular trip and that trip is then canceled, will receive one (1) hour pay in addition to any actual work time beyond one (1) hour that the driver may have performed for this canceled extra-curricular trip.
- 2.) Bus drivers driving per schedule below, shall be allowed a meal voucher.
- | | | |
|-----|---|---|
| a.) | Out 11:30 a.m. or before
Return 2:00 p.m. or later | Lunch – \$7.00 (with receipt dated the day of the trip) |
| b.) | Out 5:00 p.m. or before
Return 7:00 p.m. or later | Dinner – \$10.00 (with receipt dated the day of trip) |
- Dated receipt must bear the name of the establishment and payment is based on actual out of pocket expenses.
- c.) Bus drivers who are being paid for their time must remain with the students transported.
- 3.) The District's present policy of reimbursing bus drivers for expenses incurred in meeting the qualifications for maintaining their licenses such as fingerprints, physicals, etc. (not the cost of the driver's license fee) shall be continued during the life of this Agreement.

ARTICLE 24

Length of Agreement

- 1.) Neither party to this Agreement shall make or attempt to make any alteration, modification, change or variation of any of the items expressly and specifically covered herein.

- 2.) This Agreement shall become effective on July 1, 2007 and shall terminate at the close of business on June 30, 2009.

SIGNATURE PAGE

July 1, 2007 - June 30, 2009

Agreement between the

Pulaski Academy and Central School District

and the

Civil Service Employees Association, Inc.

Local 1000

AFSCME/AFL-CIO

Date: _____

**CIVIL SERVICE EMPLOYEES'
ASSOCIATION, INC.**

**PULASKI CENTRAL
SCHOOL DISTRICT**

Ms. Carol Finnerty
Association President

Dr. Marshall Marshall
District Superintendent

Shonnie Bontomase
Chair, Negotiations Committee

Ms. Imogene Finnerty
Business Manager

Mr. Ted Williams
Board of Education

Mr. Richard K. McCormack
Labor Relations Specialist

Appendix “A”

Sick Leave Bank

There shall be established a sick leave bank. This bank shall be open to all members of the bargaining unit. This bank shall be administered by a committee of two (2) CSEA members appointed by the President of the Pulaski CSEA and two (2) District Administrators appointed by the Superintendent. This committee shall review and pass upon applications for additional sick leave days submitted by members of the bargaining unit. In the event the committee is unable to decide upon the validity of a particular issue, the committee members shall agree to use the Superintendent as a neutral fifth party, to decide the issue. The decision shall be binding upon all concerned parties.

The intention of the sick leave bank is to protect the employee from financial burden due to major illness or injury.

For the purposes of this section, the term major illness or injury shall be defined as one which is generally regarded as such by those in the medical profession.

Each member of the CSEA staff shall have the opportunity to elect to participate in the sick leave bank by filing a signed authorization statement no later than October 1 of each year. A new employee will have 120 days from the beginning date of employment in which to sign such authorization. Any new enrollee must complete a sixty (60) calendar day waiting period after the day of joining to be eligible for withdrawal of days.

Each employee who elects to participate in the sick leave bank shall contribute two days of accrued sick leave during his/her first year of participation. In subsequent years of participation, an employee shall contribute one additional day whenever the sick bank is depleted to seventy-five (75) days or less. This new contribution will be borne equally by all participating sick bank members.

Upon Retirement, an employee’s accrued sick days above 165 days will be added to the Sick Leave Bank. A Teaching Assistant who does not choose sick day reimbursement at retirement will have all their accumulated sick days added to the Sick Leave Bank.

A person will be able to withdraw days from the bank when his/her accumulated sick leave has been reduced as follows:

1. If a person has 60 days or more accumulated, then that person will begin use of the bank when he/she has 30 accumulated days remaining.
2. If a person has between 30 and 59 days accumulated, then that person will use 30 of these days and then begin use of the bank.

Appendix “A” (continued)

3. If a person has less than 30 days accumulated, that person will use all of these days plus days of “absence without pay” to total 30 days before beginning use of the bank.

Prior to, or not later than concurrent with the submission of the application for additional sick leave, the employee shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work, and the date of initial incapacitation on the appropriate form. ALL MEDICAL RECORDS ARE TO BE TREATED BY THE COMMITTEE MEMBERS WITH STRICT CONFIDENTIALITY.

An additional form stating the number of accumulated days, the number of days used prior to request and the number of sick days requested will also be required. An employee may request up to 100 days per illness. Necessary additional days up to the maximum total of 100 may be requested when the original request is for less than 100 days.

Persons withdrawing from the bank or leaving the system (e.g., retirement, quit, or other termination of employment) must leave contributed days in the bank.

Situations regarding the use of the bank will be handled at the discretion of the Sick Leave Bank Committee and the Committee’s decision shall be final, binding, and not subject to the Grievance Procedure set forth in this agreement.