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GEN 806Q

AGREEMENT

Between The

DOWNSVILLE SUPPORT STAFF ASSOCIATION

And The

**DOWNSVILLE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

RECEIVED

NOV 26 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2007 to June 30, 2011

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The following is a compilation of all the job benefits respective to salaries, hours and conditions of employment for Support Staff members. Unless otherwise noted by the words “regular full-time” these benefits apply to all Support Employees.

For the purpose of this Agreement, “regular full-time” shall be defined as an employee who works thirty (30) hours or more per week and is paid at least three thousand dollars (\$3,000) per year and is not substituting on a temporary basis for another full-time employee. (Substitute employees are those temporarily filling the position of a permanent employee and are not covered under the provisions of this Agreement regardless of the dollars earned or hours worked.)

ARTICLE 1 – RECOGNITION

Pursuant to Section 201 of the Rules and Regulations of the Public Employment Relations Board, the Board of Education of the Downsville Central School District hereby recognizes the Downsville Support Staff Association as the exclusive representative of a bargaining unit composed of all non-instructional Support Staff Personnel except the Confidential Secretary to the Superintendent and the Superintendent of Building and Grounds and substitute employees temporarily filling the position of a permanent employee for less than four (4) months.

ARTICLE 2 – USE OF SCHOOL FACILITIES

- A. The Association and/or its Executive Committee may be allowed the use of any room or building belonging to the Board of Education, upon application for such use in accordance with the policies of the Board of Education.
- B. The Association shall have the privilege of using the inter-school mail for distribution of notices pertaining to Association business.
- C. Copies of this Agreement will be printed at the joint expense of the Board of Education and the Downsville Support Staff Association and a copy shall be given to each member of the unit and each new employee as he/she is hired.

ARTICLE 3 – PERSONAL LEAVE

- A. Each regular full-time or part-time employee shall be entitled to five (5) days of absence annually for personal reasons without loss of salary.

These days shall be equivalent to each employee’s length of workday.

For twelve (12) month employees, such leave is not to be used prior to or following scheduled holidays unless circumstances, in the opinion of the Superintendent, alter the situation.

For ten month (10) employees, such leave is not to be used prior to or following periods when school is not in session for staff unless circumstances, in the opinion of the Superintendent, alter the situation.

- B. If two (2) requests from a given department or area have already been made, a reason must be given and the Superintendent will have the discretion to grant or deny the day. Seniority will be considered in granting requests for personal days if the issue dictates.
- C. No reason for request for personal days need be given except as stated in Section B.
- D. Personal days are to be used in one-half or full days only.
- E. For the purpose of personal day usage, holidays are not to be considered as vacation.
- F. All unused personal leave days shall accumulate as sick leave up to the two hundred (200) days. Those days over two hundred (200) shall be paid at the employee's current salary rate.

ARTICLE 4 – TEMPORARY LEAVE

A. Bereavement Leave

Up to a total of ten (10) days per year will be allowed in the event of death in the family with no more than five (5) days available for use per instance. The family (for death) shall be interpreted to include persons not further removed than aunt or uncle or first cousins by blood or marriage.

B. Child Rearing Leave

Any employee, regardless of sex, may be granted a child rearing leave without pay for up to one (1) year from either the birth or adoption of the child. In cases where both husband and wife are Support Staff employees, only one (1) of them shall be eligible for a child rearing leave. Application for a child rearing leave will be made to the Board of Education.

During the leave period, the group health policy may be continued if the employee chooses to pay the premium.

Upon completion of the leave, the employee will return to the same or similar position held prior to the leave. This provision shall not be interpreted to guarantee a person a position in the event of a reduction of force.

C. Court Attendance

Any employee who is required in Court, as a juror, shall be granted leave with full pay minus any amounts paid him/her by the Court, with the exception of meals, lodging and travel expenses for all days which he/she is required to appear in Court.

D. Other Extended Leave

Any employee may, in the discretion of the employer, be granted a leave of absence from his/her position, without pay for a period not exceeding two (2) years.

Upon completion of the leave, the employee will return to the same or similar position held prior to the leave. This provision shall not be interpreted to guarantee a person a position in the event of a reduction of force.

ARTICLE 5 – SICK LEAVE

- A. Each regular twelve (12) month Support Staff employee, who works a minimum of ten (10) hours per week, shall be entitled to eighteen (18) days leave per annum at full salary for personal and family illness. These days shall be equivalent to each employee's length of workday. The accumulation shall only be used for personal illness.

Each regular ten (10) month Support Staff employee, who works a minimum of ten (10) hours per week, shall be entitled to fifteen (15) days leave per annum at full salary for personal and family illness. These days shall be equivalent to each employee's length of workday. The accumulation shall only be used for personal illness.

Family shall be defined as: spouse, child, parent, father-in-law, mother-in-law, daughter-in-law, son-in-law, sibling, or other member of immediate household or other relative at the discretion of the Superintendent that involves medical needs.

- B. After accumulating two hundred (200) sick days, regular full-time employees will be given fifteen (15) sick days a year. The Board of Education will pay for whatever sick days are left in a given year above the two hundred (200) based upon the employee's given rate of pay per day.
- C. Upon retirement and after a minimum of ten (10) years of regular full-time employment in the District, all unused sick days, up to the two hundred (200) maximum, will be paid for at the rate of fifty dollars (\$50) per day.

If a unit member dies (excluding suicide) while an active bargaining unit member and has served at least ten (10) years, the estate shall be paid for all sick leave and prorated vacation days.

The District has adopted a non-elective employer 403(b) contribution plan for eligible employees.

- D. The Board of Education may request a health certificate from your physician indicating that you are capable of assuming your duties when returning from any leave.
- E. The Board of Education may request a health certificate from your physician in case of absence over three (3) consecutive school days to certify the reason for the absence.
- F. In case of illness, all employees are to notify their immediate supervisor.
- G. Any regular ten (10) month employee who works more than ten (10) hours per week and has used less than four (4) leave days per year will be entitled to an incentive in the amount of two hundred dollars (\$200).

Any regular twelve (12) month employee who works more than ten (10) hours per week and has used less than five (5) leave days per year will be entitled to an incentive in the amount of two hundred dollars (\$200).

Any regular ten (10) month employee or twelve (12) month employee who works more than ten (10) hours per week and has used less no leave days in a given year will be entitled to an incentive in the amount of four hundred dollars (\$400).

Leave days will include sick leave and personal leave days and exclude vacation days.

ARTICLE 6 – SICK LEAVE BANK

- A. The Sick Leave Bank will cover only personal illness incidents. A Sick Leave Bank shall be established in which any employee covered by the terms of this Agreement may elect to participate. An employee electing to participate shall submit in writing to the employer by October 1 of a given school year a waiver of up to two (2) days from that year's sick leave allowance to be placed in the Bank. This waiver will remain in effect until withdrawn. Employees who have not contributed any days to the Bank will be ineligible to withdraw from the Bank.
- B. An employee who has contributed to the Sick Leave Bank will be eligible to apply for and receive up to ten (10) days sick leave for each day contributed up to a maximum of sixty (60) days in any given school year, provided sufficient days are in the Bank to cover requested withdrawals.
- C. Withdrawals from the Bank shall be limited for the exclusive purpose of reducing hardship upon an employee affected by an accident or disorder requiring long absence from employment, other than job incurred, which has exhausted his/her sick leave accumulation.

- D. Requests for withdrawals from the Bank by an employee shall be submitted in writing to the Chairperson of the Committee set up to administer the Sick Leave Bank. Said Committee shall be comprised of one (1) member appointed by the Downsville Support Staff Association, one (1) member appointed by the Superintendent (Superintendent is eligible) and one (1) member mutually agreed upon by the District and the Association. The decisions of the above Committee shall be final and binding on all parties with respect to the administration of the Sick Leave Bank.
- E. Should the purpose of this benefit be determined by a New York State or Federal Court to be contrary to Law, the entire benefit shall be null and void until renegotiated if so designated as a mandatory item for negotiations.
- F. If the Sick Leave Bank reaches two hundred (200) days, no Association member who has been a member of the Sick Leave Bank for five (5) years or more shall contribute any more days unless the Sick Leave Bank falls below one hundred fifty (150) days at which time all members will contribute. New members will continue to contribute sick leave days even if the Sick Leave Bank is at two hundred (200) days until they have been members for five (5) years.

ARTICLE 7 – HEALTH, DENTAL & DISABILITY INSURANCE

Full-time for this category shall be defined as twenty (20) hours or more per week and earning a minimum of two thousand dollars (\$2,000) per year.

All permanent, full-time Support Staff shall be provided with coverage as follows:

The employee shall contribute \$50 (\$100 in 2008-09, \$150 in 2009-10, and \$200 in 2010-11) towards the cost of individual coverage and \$100 (\$200 in 2008-09, \$300 in 2009-10, and \$400 in 2010-11) towards the cost of dependent coverage.

The Board of Education shall pay one hundred percent (100%) of the cost of the DCMO Plan B for each employee and for their eligible dependents, if the employee so chooses the option. Employees may change between the different options according to plan windows and procedures.

A. Drug Co-Pay

Effective July 1, 2007, the drug co-pay shall be \$5(generic)/ \$10(preferred)/\$20(non-preferred).

The parties recognize that in some rare situations there will be no generic or preferred brand equivalent of a medication effective for controlling or curing a medical condition for a particular employee. In such case, the District will reserve funds for the purposes of reimbursing employees the difference between the preferred brand co-pay and the non-

preferred brand co-pay under this plan. Such funds will be reimbursed upon the District receiving a paid receipt and the agreed upon form completed by the employee's prescribing physician.

- B. Employees declining coverage, who show proof of other health insurance coverage and provide a written waiver of coverage, shall receive a payment of nine hundred dollars (\$900) for individual coverage or one thousand three hundred dollars (\$1,300) for family coverage. A waiver of health care coverage shall be filed in the employee's folder. This payment shall be made by June 30 of the school year, upon submission of a voucher, as a payment in lieu of insurance. Employees who wish to change this during the school year shall be subject to the enrollment restrictions of the carrier, and any payment due the employee will be prorated.
- C. Part-time, regular employees working between ten (10) and twenty (20) hours per week shall contribute the following for coverage:

Individual Medical.....\$50 (\$100 in 2008-09, \$150 in 2009-10, and \$200 in 2010-11)
Family Medical.....fifty percent (50%)
- D. For permanent employees currently enrolled in the Health Insurance Plan and paying a percentage of the premiums the cost of this coverage will be split as follows:

District pays sixty percent (60%) of premium
Individual pays..... forty percent (40%) of premium
- E. After working in the District for ten (10) or more years and retiring from the District, a full-time employee is eligible to continue health insurance benefits as a fifty percent (50%) co-pay rate (Individual and Family).
- F. The District will provide disability insurance to cover loss of salary for six (6) months at fifty percent (50%) of salary at no cost to the individual.

ARTICLE 8 – IRS SECTION 125 ACCOUNT (FLEXIBLE SPENDING)

The District has implemented an IRS Section 125 Account Plan for those employees electing to participate.

ARTICLE 9 – SALARY

Payroll Deductions

Upon presentation of dues deduction authorization cards signed by individual employees, the Board will provide to the Downsview Support Staff Association, through its payroll facilities, the means for the voluntary membership dues deductions.

A. All employees shall receive salary increases as follows:

2007-2008	sixty-four cents (\$.64) per hour for each returning employee.
2008-2009	sixty-six cents (\$.66) per hour for each returning employee.
2009-2010	four and 25/100 percent (4.25%) increase of each returning employee's hourly rate.
2010-2011	four and 35/100 percent (4.35%) increase of each returning employee's hourly rate.

B. In addition to their salaries, unit members with fifteen (15) or more years of service to the District shall receive annual longevity stipends of seven hundred fifty dollars (\$750), not to be added to base. The bonus payments will be paid in the last pay period of the year and will not be added to base salary. Unit member with twenty five (25) or more years of service to the District shall have the annual longevity stipend of one thousand dollars (\$1,000) added to base salary, one time only.

Effective July 1, 2008, in addition to their salaries, unit members with fifteen (15) or more years of service to the District shall receive annual longevity stipends of one thousand dollars (\$1,000), not to be added to base. The bonus payments will be paid in the last pay period of the year and will not be added to base salary. Unit member with twenty five (25) or more years of service to the District shall have the annual longevity stipend added to base salary, one time only.

C. All those ten month employees whose salary is annualized (compensated for one hundred eighty [180] days) shall report to work on conference days without additional compensation unless excused by the Superintendent. If other ten month employees are required to report to work on conference days, they shall receive additional compensation at their normal hourly rate.

Cafeteria workers will be paid for hours worked in preparation for the opening of school in September. If cafeteria workers report for work on a conference day and perform duties such as cleaning or inventory and are required to prepare a meal, there will be no additional compensation. If cafeteria workers report for work on a conference day and attend the conference and are required to fix a meal, they shall receive additional compensation, at their normal hourly rate, for the meal preparation and clean-up time.

D. Custodians shall be paid at the rate of one and one-half (1.5) times their rate of salary for time worked on any Saturday or holiday, two (2) times their rate of salary for time worked on Sunday. If Saturday and Sunday are part of the custodian's regular workweek, the work shall be at straight time.

E. Calling Substitutes

Any unit member responsible for calling substitutes shall be compensated at the following rates:

- For calling bus driver substitutes – an additional one-half (1/2) hour per day at their normal hourly rate for two hundred (200) days.
- For calling cafeteria substitutes – an additional twenty (20) minutes per day at their normal hourly rate for one hundred eighty (180) days.
- For calling all other substitutes – an additional ninety (90) minutes per day at their normal hourly rate for two hundred (200) days.

F. Payroll Deductions

Deductions for participation in a tax sheltered annuity plan. The number of plans shall be limited to seven (7) (coincident with the Downsville Teachers Association). If the individuals involved in a particular plan decide to change plans, the Association shall notify the Superintendent in writing at least sixty (60) days before the change in plans is to take effect. Said notification shall include the name, address, and telephone number of the new plan contact person. No change in the plan shall occur until this time/notification requirement is met. The District may require the providers of TSAs to execute a service provider agreement. Should any provider not execute a service provider agreement, the District may deny new employees, or current employees who wish to change plans, from enrolling with the provider. The District may also use a common payer to distribute payments to the providers.

G. Professional Licenses/Certificates

The District will pay for employee's professional licenses/certificates that the District requires the employee to attain after employing the individual.

H. The District shall not hire Bus Drivers at a beginning rate in excess of the highest rate paid to regular drivers.

I. If all members of a student cohort meet all New York State graduation requirements within five (5) years of entering ninth (9th) grade, each unit member shall receive an incentive of one hundred fifty dollars (\$150). A GED will not be considered as an acceptable substitute for meeting New York State requirements for graduation. For students who transfer prior to graduation, a reasonable effort will be made to track their graduation status.

ARTICLE 10 – CONTINUING EDUCATION

A. The District will set aside a continuing education fund in the amount of one thousand five hundred dollars (\$1,500) annually for unit employees to take Superintendent approved

continuing education courses. The course must be job related. A record of satisfactory completion must be provided to the District. No more than three hundred dollars (\$300) per course shall be paid. Any money not expended in any year shall not be carried over into any subsequent year.

- B. Employees completing pre-approved college level courses of study, related to their work assignment, shall receive twenty dollars (\$20) per undergraduate credit hour and forty dollars (\$40) per graduate credit hour added to their base salaries. A unit member may select A or B, but not both.

ARTICLE 11 – SUMMER HOURS

- A. Summer Hours

Summer hours during July and August for all twelve month office staff shall be from 8:00 a.m. to 3:00 p.m. (with one-half [1/2] hour for lunch) Monday through Thursday. Friday hours shall be from 8:00 a.m. to 12:00 p.m. Custodial staff and twelve month transportation staff will work a seven (7) hour day during July and August. The starting time and quitting time may be adjusted with the approval of the immediate supervisor. Summer hours will also be in effect during school recess periods of one (1) week or more and only for the period of a consecutive Monday through Friday.

- B. Flex Time

An employee may request to work other than the normal working hours for special circumstances. Approval of the Superintendent is required. The District may request the employee to work other than the normal working hours for special circumstances. Approval of the employee is required.

ARTICLE 12 – VACATION DAYS

All twelve month employees shall be entitled to the following vacation time:

After one (1) year..... one (1) week
Two to five (2-5) yearstwo (2) weeks
Six to ten (6-10) years.....add one (1) day per year up to three (3) weeks
Eleven to fifteen (11-15) yearsadd one (1) day per year up to four (4) weeks
Sixteen to twenty (16-20) years..... add one (1) day per year up to five (5) weeks

- A. Vacations shall be scheduled in such a manner as not to interrupt the efficient operation of the school.
- B. All vacations shall be approved by the immediate supervisor at least one (1) week in advance.

- C. In cases where vacations are split and are taken a day at a time, the immediate supervisor shall be notified at least two (2) days in advance.
- D. All unused vacation days each year shall be paid for at the employee's regular rate of pay per day. Vacation days cannot be carried over from year to year.
- E. First year employees may take vacation after completion of the first anniversary.

After completion of the first employment year, all employees may take vacation between July 1 and June 30 each year based on the number of years to be completed on the employee's anniversary during the school year.

F. Termination – Proration of Vacation

Upon termination, vacation will be paid pro-rated, based on the earned vacation at last anniversary date, plus number of months worked since anniversary date, less vacation used. Vacation days used, but not earned, will be charged to the employee.

The amount of vacation payable will be calculated by one of the two formulas below;

1. If an employee's anniversary date has not yet occurred in the current year, the total vacation time received July 1 has not been earned. It will be pro-rated according to "A" of the **Calculation Worksheet of Vacation Due** form.
2. If an employee's anniversary date has already occurred in the current school year, the vacation time received July 1 has been earned. Any additional time due to be paid will be pro-rated according to "B" of the **Calculation Worksheet of Vacation Due** form.

Deductions will be made for time spent on unpaid leave of absence during qualifying period.

ARTICLE 13 – PAID HOLIDAYS

A. Twelve Month Employees

A total of fourteen (14) paid holidays will be given each year. Twelve (12) of the fourteen (14) will be fixed with the remaining two (2) to be determined by the Superintendent and based on the school calendar. The holidays are as follows:

New Year's Day
 Martin Luther King, Jr. Day
 President's Day

Veteran's Day
 Thanksgiving Day
 Thanksgiving Friday

Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

Christmas Day
One day before or after Christmas -
as granted by the Superintendent
* One floating holiday

* The floating holiday may be any non-school day. Such day must have the approval of the Superintendent.

B. Ten Month Employees

For ten (10) month employees, the following paid holidays will be implemented in the school year noted:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Columbus Day

Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

C. Holidays falling on Saturday or Sunday may be observed on the preceding Friday or succeeding Monday, providing school is not in session.

ARTICLE 14 – UNIFORM ALLOWANCE

All cafeteria and custodial workers, bus mechanics, and school nurse will be able to choose one of the following methods for uniform/clothing allowance (the choice will be made by each of the four groups):

EITHER:

A. The District will provide a uniform rental service for those groups selecting such. In addition, employees with reimbursed up to one hundred dollars (\$100) for mutually agreed upon shoes. Employees receiving the allowance shall be required to wear the uniform.

OR

B.1. All cafeteria, bus mechanics, and school nurse will receive a uniform allowance of two hundred fifty dollars (\$250). The reimbursement will be made from items on a mutually agreed upon list for each group. Employees receiving the allowance shall be required to wear the uniform.

2. All custodial workers will receive a uniform allowance of two hundred dollars (\$200) plus District supplied shirts. The reimbursement will be made from items on a mutually

agreed upon list for each group. Employees receiving the allowance shall be required to wear the uniform.

ARTICLE 15 – BUS DRIVERS’ MISCELLANEOUS

A. Definition of Runs

1. *AM/PM Routes* are the traditional runs to and from school plus those routes that conflict with the AM and/or PM time period.
2. *Alternate Routes* are those routes that do not conflict with the regular AM/PM Routes and run a weekly schedule.
3. *Extra Runs* will be defined as trips that are other than regular or alternate daily runs, such as field trips or athletic contests.
4. *Late Bus Runs* are those routes that occur from school to students’ homes after general dismissal for such reasons as after school academic assistance, co-curricular activities or athletic events.

B. Bidding of Runs

1. All AM/PM routes and alternate routes are bid by seniority on an annual basis.
2. Alternate routes may be offered as one (1) run or combined with other runs, at the discretion of the District.
3. In order to bid on an alternate route, a driver must have a regular AM/PM route and the alternate route would not push the employee into regular overtime. Drivers are limited to one (1) alternate route in addition to a regular route.
4. If an AM/PM route is abolished prior to the first day of school, all AM/PM bus routes shall be rebid on the first staff day of September.
5. All extra runs shall be assigned by using an extra trip wheel. Regular full-time drivers that wish to take extra runs shall sign up to be on the wheel two (2) times per year. Sign ups shall take place at the start of the school year and at the semester break. Drivers shall be placed on the wheel according to seniority with the most senior driver placed first.

Extra run rates shall be fifteen dollars (\$15) per hour.

6. All Summer regular runs shall be bid by seniority. If the District fails to fill the runs by bidding, the District may assign the least senior driver to the route. Compensation shall be at the driver’s regular rate of pay (per minute).

- C. For all regular drivers, late bus runs shall be paid at a rate of fourteen dollars and seventy-five cents (\$14.75) for 2005-2006 for the first hour for regular AM/PM drivers. If the run goes beyond the one (1) hour, the extra run hourly rate takes over. For the 2006-2007 school year, for all regular drivers, late bus runs shall be paid at an amount equal to the extra run rate.
- D. If a bus driver has to pay admission on an extra run, he/she will be reimbursed upon the submission of a claim form.
- E. If a driver shows up for an extra run having not been notified of its cancellation, he/she shall be paid one (1) hour at the extra run rate.
- F. All bus drivers shall be 19A certified and will be paid the extra trip rate when attending required refresher courses.

In addition, the District may require bus drivers to attend up to four full day professional development days which will be scheduled on the established conference days each school year. Drivers will be notified of the date(s) by June 30 of the previous school year. The District may subsequently cancel the dates.

- G. If one (1) or more regular driver(s) lose his/her regular run during any one (1) school year, these drivers would be called Preferred Subs for the remainder of that school year. The Preferred Subs would be called in rotation for daily work and recalled for any vacancies before any other substitute. The Preferred Subs would be listed on the Preferred Sub List based upon each driver's seniority. For recall to a regular position, each Preferred Sub will only have the ability to decline the first vacancy he/she is entitled to. After the declination, he/she will no longer be referred to as a Preferred Sub, but can continue on the Sub List at the discretion of the District.
- H. Pre and post bus checks will be compensated at the following time allowances:

<u>Size of Bus (Number of Students)</u>	<u>Time Allowance</u>
60+	ten (10) minutes pre check/trip ten (10) minutes post check/trip
29 – 59	seven (7) minutes pre check/trip seven (7) minutes post check/trip
1 – 28	five (5) minutes pre check/trip five (5) minutes post check/trip

When the same bus is used for an Alternate Run or Extra Run that is immediately contiguous to either the AM or PM run, the above pre and post bus check amounts will not apply.

I. Home Option

After regular AM/PM runs are bid annually, the District may decide which routes may be offered to the route driver from his/her home.

The offer from the District will be an option for the driver with a written response due the District within two (2) days of the offer. The offer will include the new bid amount.

If the home option is selected and the District requires the bus to be plugged in, the driver will be compensated five hundred dollars (\$500) for the ten month school year (prorated if the home route is later canceled by the District).

If the home option is selected, the bus will be left at school during the school day between regular runs.

The District may recall the bus to the garage at any time and for any length of time.

The District may cancel the home option at any time and such cancellation will result in reinstatement of the regular bid amount.

ARTICLE 16 – SCHOOL NURSE

The school nurse may request of the Superintendent, assistance in the Health Office for such needs as physicals, screenings and mandated reports. The Superintendent shall have final approval or disapproval of the request.

ARTICLE 17 – SNOW/EMERGENCY DAYS

A. If unused snow days are available at the end of the Winter season and an additional day is given by the Board of Education, the full-time Support Staff will receive the day as a paid holiday depending on the needs of the District.

B. The office, custodial and twelve month transportation staff are considered to be essential employees and are required to work on snow days or other emergency days. If they are unable to get to work, they will be charged with a personal day or vacation day. Emergency days are declared by any governmental agency. If school is closed by the Superintendent and the twelve month staff are told not to report to work, the employees will not be compensated. Employees may use either personal time or vacation time to be compensated for the absence. If the Superintendent releases staff after they have reported to work, the twelve month staff shall receive a full day's pay without having to use leave time.

On the snow/emergency days, office, custodial and twelve month transportation may, because of transportation concerns, show up for work as soon as transportation concerns

allow. The employee may then choose to leave at the normal quitting time or stay until the required hours are met. If the employee chooses to leave at the normal time, he/she will be allowed to make up the time by the conclusion of the next payroll time or the time will be deducted. The employee must coordinate with his/her supervisor whether the time will or will not be made up and when.

- C. Cafeteria workers are to be paid for any time they have to come in and work on a snow day.

ARTICLE 18 – VACANCIES

When a vacancy in an existing position occurs, or when a new position is created, a position description shall be posted in the office, bus garage, and staff lounges indicating the duties, requirements, salary range and the deadline for filing applications. No position hereunder may be filled on a permanent basis unless such notice has been posted at least five (5) days.

ARTICLE 19 – REVIEW OF PERSONNEL FILE

Upon request in writing, any member of this bargaining unit will be provided a scheduled opportunity to review and make copies at the employer's expense of all material in his/her personnel file except confidential letters, letters of recommendation and information which is received by the employer prior to employment. The employee will be entitled to have a Representative of the Association accompany him/her during such review. Only those who have an official right and reason for doing so may inspect the file of any member of this bargaining unit. The employee may submit a written response to any material in the file and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 20 – TEMPORARY ASSIGNMENT

Unit members assigned to fill in for absent employees in higher job titles within the same department for a period of at least seven (7) consecutive workdays shall be paid an additional fifteen percent (15%) of his/her base hourly rate, retroactive to the first day of such assignment.

ARTICLE 21 – GRIEVANCE PROCEDURE

- A. Purpose

The desired objectives of the parties to these Practices and Understandings is to encourage the prompt and informal resolution of employee grievances and to provide orderly steps for reaching mutually satisfactory solutions of such alleged grievances that cannot be resolved informally.

B. Definitions

1. A *grievance* is a claim by any individual unit member or group of unit members in the negotiating unit based upon events or conditions affecting their terms or conditions of employment as found in this Agreement.
2. *Days* are calendar days.
3. *Association* shall mean the Downsville Support Staff Association.
4. *Board* shall mean the Downsville Central School Board of Education.

C. Time Limits

1. No grievance may be processed through this grievance procedure unless forwarded to the first available Stage within thirty (30) days after the aggrieved knew or should have known of the act or condition upon which the grievance is based.
2. Unless by mutual consent all grievances will be consistently processed to completion following the prescribed time limits in the Contract.
3. Unless waived, failure of the Association to conform with the prescribed time limits shall result in the grievance being deemed waived.

D. Procedure

Step 1

The aggrieved party of the Association shall identify and present the grievance to the immediate supervisor orally. If a satisfactory solution is found at this level, the Association shall be so notified and no further Steps shall be taken.

Step 2

If no solution satisfactory to both the immediate supervisor and the aggrieved party can be found at Step 1, then within seven (7) days the aggrieved party shall submit his/her grievance to the immediate supervisor in writing. Within seven (7) days the immediate supervisor will submit his/her decision in writing to the aggrieved party.

Step 3, Section A

If no resolution to the grievance is found at Step 2, then within five (5) school days the grievance must be presented to the Association Grievance Committee. The Committee shall decide within two (2) school days whether or not to support the grievance. Should

the Grievance Committee support the grievance it shall proceed to the Superintendent's Stage.

Step 3, Section B

Within seven (7) days the Superintendent will submit his/her written decision to the aggrieved party.

Step 4

If the Association deems the decision by the Superintendent as unsatisfactory, it may take the matter to the Board of Education. A written summary of the grievance shall be presented to the President of the Board seven (7) days before the next regular meeting of the Board of Education in order to put the grievance on the agenda for that meeting. The grievance will be presented in Executive Session. At this meeting, the grievance shall be presented by the grievant or his/her representative. The Board of Education shall render a written decision setting forth its rationale for its decision and its findings within ten (10) days after the meeting.

- E. A grievance may be initiated at the lowest possible Step of the procedure at which relief may be granted as determined mutually by the Association and the Superintendent.
- F. Any act, event, or condition which is being questioned under this procedure shall be performed and/or adhered to by the aggrieved party or any other member of the Association until the question has been resolved.
- G. All formal grievances shall be submitted on a form mutually developed by the District and the Association.
- H. The aggrieved party may be represented by any person of the grievant's own choosing.

ARTICLE 22 – PERB 204-a REQUIREMENT

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 – LENGTH OF AGREEMENT

This Agreement shall continue in effect from July 1, 2007 to June 30, 2010.

For the Association

For the District

Janet L. Champlin
President
Downsville Support Staff Association

Robert J. Mackey
Superintendent of Schools
Downsville Central School District

Date

Date

Typed And Printed By . . .



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**DCS – DSSA
MEMORANDUM OF AGREEMENT
2007-2011 AGREEMENT CORRECTIONS
DENTAL INSURANCE and TERM**

It is agreed by the parties that the following additions/corrections be made to the 2007-2011 Agreement Between the Downsville Support Staff Association and the Downsville Central School District Board of Education:

ARTICLE 7 – HEALTH, DENTAL & DISABILITY INSURANCE

All permanent, full time Support Staff shall be provided with coverage as follows:

(Add)

Individual Dental up to nine dollars (\$9) per month

Family Dental up to eighteen dollars (\$18) per month

ARTICLE 23 – LENGTH OF AGREEMENT

(Correct)

This Agreement shall continue in effect from July 1, 2007 to June 30, 2011.

Janet Champlin
For the Association

10-12-07
Date

Mushnick
For the District

10/12/07
Date

