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NEGOTIATIONS AGREEMENT

BETWEEN

COOPERSTOWN CENTRAL SCHOOL DISTRICT

SERVICE UNIT

AND

SUPERINTENDENT OF SCHOOLS

ON BEHALF OF THE BOARD OF EDUCATION

JULY 1, 2007 - JUNE 30, 2010

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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NEGOTIATIONS AGREEMENT
BETWEEN
COOPERSTOWN CENTRAL SCHOOL DISTRICT
SERVICE UNIT
AND
SUPERINTENDENT OF SCHOOLS

ARTICLE I: CERTIFICATION AND RECOGNITION

The Board of Education of Cooperstown Central School District (hereinafter referred to as the "Board") affirms the recognition of the Cooperstown Central School District Service Unit (hereinafter referred to as the "Service Unit") as the exclusive representative for the purpose of negotiating an employment agreement and settlement of grievances for all regular permanent part- and full-time employees as follows:

| | |
|----------------|---------------------|
| Teacher Aide | Food Service Helper |
| Cleaner | Bus Driver |
| Cook | Maintenance Worker |
| Typist | Bus Driver Mechanic |
| School Monitor | Bus Monitor |

Excluded from representation are seasonal, temporary, per diem and substitute employees as well as the following positions: Typist/Secretary to the Superintendent, Typist/Secretary to the High School Principal, Account Clerk/Typists in the Business Office, Cook/Manager, Superintendent of Building and Grounds, Head Bus Driver, School Nurse and all other District employees. Each time a new classification of employee is considered, the Unit President, Superintendent and a Board Member will discuss the appropriate representation.

Temporary or per diem employees who continually work for the District for a minimum of 25 weeks for each of two consecutive years will be eligible to receive the same rights and benefits as other Service Unit members for subsequent years for which they continue to be employed. This applies to those classifications listed above as represented Service Unit classifications.

ARTICLE II: RECOGNITION OF EMPLOYER RIGHTS

The Service Unit recognizes the rights of the employer including, but not limited to, managing the school, hiring, assigning, promoting, transferring, suspending, disciplining, discharging, determining the manner and means of achieving school public policy, determining services to be provided by outside organizations, directing the work force, evaluating the staff, determining the size and character of the work force. The employer reserves the right to establish and/or adjust the hours for any job category, i.e., the starting and ending time of all shifts and the work week for all job categories in order to meet the needs of the district. The work week for all job categories in order to meet the needs of the district will constitute Monday - Friday with the exception of third shift cleaners.

For discipline up to and including discharging of all Service Unit employees, the District will follow Article 75 procedures for all employees who have completed the probationary period.

Failure of the district to exercise any right or power reserved to it contractually, by statute, or inherently (or the exercise of it in a particular manner) shall not be deemed waiver or restriction on the future exercise of such a right.

ARTICLE III: TERM OF AGREEMENT

The duration of this agreement shall be from July 1, 2007 to June 30, 2010.

ARTICLE IV: DEFINITIONS

Bargaining Unit Members - Full or part-time employees of the school system as designated above.

Full-time Employees - Employees who work at least thirty (30) hours per week on a regular schedule for a period of not less than 180 days during a school year.

Full-time Twelve Month Employees - Employees who work at least thirty (30) hours per week on a regular schedule for a period of twelve months during the school year.

Part-time Employees - Employees who work less than 30 hours per week on a regular schedule. In the case of bus drivers, they will be considered .5 FTE.

Administrator - An administrator includes the Superintendent, the Principals and the Business Manager.

Supervisor - A supervisor includes the Superintendent of Building and Grounds, the Head Bus Driver and the Cook/Manager.

ARTICLE V: RETIREMENT INCENTIVE

The Board of Education shall subscribe to the New Career Plan (Section 75-i) of the New York State Employees Retirement System for those eligible. Other employees will be covered by Articles 14 and 15 of the Retirement and Social Security Laws.

Full-time and part-time employees who have worked for this school district for at least 20 years and who are eligible to retire and collect immediately under the NYSERS, or who have worked for the school district for at least 20 years and who are eligible to retire with maximum benefits under the NYSERS, shall be eligible to elect a retirement incentive as follows:

Full-time

If retires in one of the first two years of eligibility, \$2,000 bonus or \$25 per unused accumulated sick day (whichever is higher).

If retires in one of next two years of eligibility, \$1,200 bonus or \$20 per unused accumulated sick day (whichever is higher).

If retires in one of next two years of eligibility, \$500 bonus or \$15 per unused accumulated sick day (whichever is higher).

If retires after six years of eligibility, \$10 per unused accumulated sick day.

Part-time:

If retires in one of the first two years of eligibility, \$800 bonus or \$25 per unused accumulated sick day (whichever is higher).

If retires in one of next two years of eligibility, \$500 bonus or \$20 per unused accumulated sick day (whichever is higher).

If retires in one of next two years of eligibility, \$200 bonus or \$15 per unused accumulated sick day (whichever is higher).

If retires after six years of eligibility, \$10 per unused accumulated sick day.

Employees who elect this retirement incentive must give six months notice of retirement to the Board.

ARTICLE VI: HEALTH PLAN BENEFITS

MEDICAL PLAN BENEFITS: The District will participate in the Catskill Area School Employee Benefit Plan for unit employees and, where applicable, for dependent coverage. The District will allow unit employees, as an option, to enroll in a Health Maintenance Organization (HMO). The District will select two (2) HMO options. Cost to the District for enrollment shall not exceed the amount paid for an employee participation in the Catskill Area School Employee Benefit Plan.

Proration of Benefits - For Service Unit employees hired after June 30, 1995, all benefits will be prorated for non-full time personnel. Such employees may pay the difference in order to receive full individual health coverage.

Effective 7/1/04:

a. Premium Contribution:

- All full-time employees will contribute 4% toward individual or dependent coverage.

- All part-time employees hired after 7/1/78 shall contribute 4% toward individual coverage and shall continue to pay the difference for dependent coverage. (Post 1995 hiring tier shall be eliminated.)

b. Deductible: Effective 7/1/04 shall increase from \$75/\$225 to \$100/300.

c. Prescription Drugs Co-Pay: Effective 7/1/04 shall be \$0/\$5/\$10.

The school shall not be required to enroll (or continue) an employee in the family plan, where this would result in multiple family coverage for the same family - regardless whether both spouses are employed by the Cooperstown Central School District. In any situation where both husband and wife are employed by the District, the District shall provide an enrollment in the Plan -C- Supplemental Major Medical Plan (SMMP) for the second employee. The SMMP program is designed to pick up unpaid eligible medical expenses not covered by the first family plan.

An employee who has other medical coverage, and who qualifies for and is enrolled in a family health plan, or in Plan -C- Supplemental Major Medical Plan (SMMP), may elect not to receive medical benefit coverage from the District. In such case, that person shall be paid a stipend of \$850 in a single payment at the end of the school year.

Similarly, an employee who qualifies for, and is enrolled in an individual health plan, may elect not to receive District medical coverage. In such case, that person shall be paid a stipend of \$450 in a single payment at the end of the school year.

Since the window for re-entry into the District Plan is in October, this election not to participate shall run for one year from October 1 to the following September 30. Election not to participate or to re-enroll should be made in writing at the District Business Office during the first week of school in September.

Flex Spending Accounts - Effective November 1, 2005, the District shall provide an optional Flexible Spending Account, IRS Section 125, for each employee which shall include a Premium Only Provision.

RETIREES HEALTH BENEFIT PLAN: For full-time employees who elect to retire after age 55 and who have worked in the District for at least 10 years, the District will provide individual coverage under the Health Benefit Plan by paying 5% of the annual premium for each year of service for the Cooperstown School District up to 15 years. **This will increase 1% each year up to 18 years (for a maximum of 78%).**

For part-time employees who have 10 years service with the District and who elect to retire after age 55, the District shall pay 3% of the annual premium for each year of service up to 25 years.

For an employee who qualifies and has worked as both a part-time and full-time employee, the retiree health benefit will be proportional.

DENTAL BENEFIT: The District also agrees to subscribe, for full and part-time employees only, to BC and S Basic Plan A and Supplemental Basic (Schedule A). Such benefit does not cover dependents.

ALTERNATE PLANS: The District may investigate and contract with alternate health and/or dental plans and carriers provided that the aggregate benefits remain substantially equivalent or better.

ARTICLE VII: LEAVES

1. Sick Leave. Full-time employees shall be eligible for fifteen (15) days sick leave without loss of pay when, and only when, absence is due to:

Personal illness
Illness in family
Death in family

In every case, "family" means the immediate family -- husband, wife, son, daughter, mother, father, brother, sister. Death in family also includes grandparents and immediate in-laws.

For death in the family, up to three days per year of the sick days may be used without loss of bonus. This provision (death in the family) applies to both full and part-time employees.

The District reserves the right to investigate or request information from an employees absent for three (3) consecutive days, including but not limited to, certification by a physician.

Unused sick leave for full-time employees is cumulative over the duration of the contract as follows: 230

Part-time employees shall be eligible for seven (7) prorated days sick leave. Unused sick leave for part-time employees is cumulative over the duration of the contract as follows: 110

Grandfathered part-time employees (hired prior to July 1, 1978) may accumulate sick leave as follows: 168

Perfect attendance bonuses will be granted in any given year as follows:

| | |
|-------------------------------|-------|
| Full-time 12 month employees: | \$300 |
| Full-time 10 month employees: | \$250 |
| Part-time employees: | \$200 |

Such bonus shall be payable at the end of the school year.

In order to be eligible for this attendance bonus, an employee may not miss any day except for pre-approved vacation or pre-approved personal days or leave caused by a death in the immediate family. Part-time employees may take one (1) pre-approved sick day and still be eligible for this attendance bonus.

A statement of accumulated sick leave will be issued to each twelve month employee by July 15 and September 15 for 10 month employees.

Sick Bank: The Service Unit and the Board jointly agree to the establishment/continuation and operation of a sick leave bank to be administered jointly by both the Service Unit and the District. The purpose of the sick bank is to aid bargaining unit members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness. Records for the sick leave bank will be maintained by the school administration.

Employees may become members of the bank by banking one of their own accumulated sick leave days to the bank upon their initial appointment (by the first pay day) and one additional day each year thereafter by the first pay day until the bank is full (273 days). No more contributions may be made after the bank is full until the total falls below 208 sick days. Then each participating member shall contribute a sick day at the start of the next school year.

If a new unit member wishes to join the sick bank, he/she may contribute even if the bank is full. This will not increase the days in the bank, but will be permitted only to allow a new unit member this opportunity to participate. Such donations shall be made by means of filing a signed authorization statement with the Business Office. Membership shall continue each year until the member notifies the Business Office of his/her voluntary withdrawal, but shall in no case continue beyond the first pay day without a new contribution unless deemed necessary by the Board of Review (a bilateral committee consisting of a Board member, an administrator and two Service Unit members).

The participant must have been sick for twenty (20) consecutive work days prior to commencement of sick leave bank benefits.

In the instance of prolonged illness and upon approval of the Board of Review of an application with adequate justification (which shall include verification by a physician) a member of the bank whose sick leave accumulation has been exhausted shall be entitled to draw up to eighty (80) days against the sick leave bank. If the sick bank days run out within any one year, the Board of Review may, at its discretion, grant unit members the option of contributing one additional day. The Board of Review shall have the right to have a physician of its choosing verify the medical condition at the district's expense.

Upon separation from District employment, a bargaining unit employee shall forfeit sick leave days previously contributed to the sick leave bank.

Any balance in the sick leave bank remaining on June 30th of each year shall be carried over to the sick leave bank for the following year. As stated above, however, the bank may not exceed the maximum of 273 days.

In all cases the Board of Review shall make the final determination of approval or disapproval of an employee's application. An appeal of the Board of Review decision will not be entertained nor will a grievance filed under this section.

The Board of Review will review all outstanding applications and grants on an as needed basis.

The sick leave bank shall not apply to a situation where Workers' Compensation shall apply.

An employee who earns sick leave credits while on extended sick leave using sick leave bank credits shall be permitted to retain one day's credit. Any additional credits earned by the employee must be used by the employee as the credit is earned, before the employee may use a sick leave bank credit. Any sick leave bank credits which are not used by an employee as a result of use of personal sick leave credit shall be returned to the sick leave bank.

2. Personal Days. All full-time employees shall be granted three (3) personal days a year. Such leave shall be cumulative as sick leave. It also is understood that such leave shall be used for personal matters that cannot be done outside hours of employment and shall not be used either for extending a vacation or holiday period or for recreational or shopping purposes, illness, or for other employment. All personal day requests must be cleared through one's Supervisor, or other immediate supervisor, at the earliest possible date. Seventy-two (72) hours is preferred.

A statement of personal days will be issued to each employee during the month of March.

3. Disability Leave. A full-time employee may apply to the Board and, at the option of the Board, be granted a disability leave. Disability leave need not commence at the beginning of a disability, but may commence with the anticipation of disability.

The period of an employee's leave, during which he or she is actually disabled, is chargeable to his or her earned sick leave.

Whenever possible, application for disability leave should be submitted in advance of the absence and should include the time to be encompassed by the leave period.

A disability leave caused by pregnancy shall cease six weeks after childbirth, unless the employee's doctor certifies she is unable to resume work as a direct result of the pregnancy. Such disability leave may end earlier than six weeks upon presentation of a doctor's certificate.

An individual anticipating the use of disability leave shall be permitted to work as long as the disability does not impede the performance of his/her duties and provided an appropriate doctor's certification of fitness is provided the Board.

A full-time employee desiring to return to duty after a disability leave will provide the Board with a doctor's letter certifying his/her fitness.

Extension of a disability leave beyond the date included in the initial application will be treated as a new application.

4. Child Care Leave. Any full-time employee, regardless of sex, may be granted child care leave without pay. In cases where both husband and wife are school employees, only one shall be eligible for child care leave. Application for child care leave will be made to the Board within ninety days of a child's birth or adoption.

Child care leave shall be granted for a period not to exceed September 1st following the first birthday of a child born into the family. In the case of child adoption, a similar leave will be granted not to exceed September 1st following the first anniversary of the date of placement into the home.

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

Upon the completion of the leave, the employee will return to the same or similar position held prior to the leave. No benefits, however, will accrue during the term of the leave and time spent on child care leave shall not count toward fulfilling the probationary period.

5. Unauthorized Leave. Unauthorized leaves are those in which an individual has not been approved leave by management.

An employee who must be absent from work due to illness or other short term reason must make every effort to phone or contact his/her supervisor or designee as early as possible. The District reserves the right to investigate or request information from an employee absent for three (3) consecutive days including, but not limited to, certification by a physician. Even an intention to take a day without pay requires supervisor approval.

An unauthorized absence may be considered neglect of duty and a disciplinary infraction. Remedies are at Superintendent's option and may include monetary fines. Forfeiture of pay shall not exceed twice the number of unauthorized days.

Extended periods of absence without authorization (2 weeks or longer) may be considered a resignation (constructive resignation).

6. The District will follow the Family and Medical Leave Act and Policy GCBDB/GDBDA with regard to Family and Medical Leaves.

ARTICLE VIII: VACATIONS

Full-time employees on a twelve-month schedule of employment shall be granted vacation time as follows:

- a) any employee hired between July 1 to December 31 will receive one week
- b) any employee hired between January 1 to June 30 will accumulate one (1) vacation day for every thirty (30) days worked
- c) one to two years of service - two weeks
- d) two to eight years of service - three weeks
- e) eight years or more - four weeks

Vacation time will not be cumulative and will be scheduled subject to the approval of the appropriate supervisor and a school administrator. A statement of vacation days will be issued each employee during the month of March. The District will pay \$30 per day for any unused vacation days to a maximum of five (5) days per employee payable at the end of the school year. It is the employee's responsibility to notify the Business Office of unused vacation days on or before June 30 of each year.

Effort will be made to schedule vacation days so all are used by the end of each year; it shall be the responsibility of each employee to work out his or her vacation schedule with the appropriate supervisor as early as possible in the year.

Vacation preferences for full-time employees will be ranked by seniority if written request is received at least six months in advance. Final vacation assignment will be based on management decision.

ARTICLE IX: SERVICE STAFF PROCEDURES

A. General

1. All members of the Cooperstown Central School Service Unit are Civil Service employees under New York State Law. Depending upon the particular classification, certain provisions of the Civil Service Law may apply.
2. When a unit member is transferred to a different classification, the administration will notify the President of the Unit in writing.
3. These terms set forth how seniority is calculated, without imparting a particular role to seniority in various contractual matters.
 - a. For purposes of this article, seniority is defined as continuous length of Cooperstown Central School employment (whether full or part-time) from the date of original appointment on a permanent basis within the particular current classification.

- b. The temporary interruptions below are ones which preserve prior accrued seniority when an employee resumes service in the same classification. The actual length of these interruptions, however, is not included or added to seniority time.
 - 1) Unpaid leaves of absence, where the employment relationship is not severed.
 - 2) Unpaid suspensions, where the employment relationship is not severed.
 - 3) Paid suspensions
 - 4) Severance and subsequent rehiring by the Board, within one calendar year or less.
 - c. Paid leave days (after which the employee resumes service in his/her classification) preserve both prior seniority, and are themselves included as seniority time.
 - d. Seniority standing upon severance, to the extent it applies to competitive class positions, is outlined in New York State Civil Service Law. Seniority standing for noncompetitive positions end upon severance, if section b.4 above does not occur.
4. When an increase in hours occurs in a part-time position, the increased position shall be offered to current employees in the particular classification based on seniority.
5. Notice of vacancy in a current position, or new position, shall be sent to the President of the Unit and posted as soon as possible in each school building at appropriate locations and shall remain posted for at least ten (10) days when possible to allow incumbent employees an opportunity to file for such position. The notice shall set forth the description of the position, salary range, the qualifications required and the procedure for application. Such posting shall be posted on the District website.
6. After applications have been received for a new position or existing vacancy, a decision will be made taking into consideration factors below (not in any order of priority):
- a. Merit and fitness
 - b. Certification or training
 - c. Qualifications
 - d. Aptitude and knowledge of the position
 - e. Ability to relate to co-workers and supervisors
 - f. Seniority
 - g. Attitude
 - h. Prior attendance record

If, in the District's judgment, candidates have equal qualifications for the position, preference will be given in hiring to current employees over outside applicants with seniority among current employees being given major consideration.

This provision is intended to allow employees simultaneous, fair participation in the hiring process, with non-employees, under the same standards, at the same time, in the same selection group.

7. Overtime or extra-time for cleaners and maintenance worker.
 - a) Individuals in both buildings are to be placed on a rotation wheel by seniority.
 - b) Once the wheel is established, it is continuous from year to year.
 - c) Individuals may sign off (not participate in) the wheel; provided this does not, overall, result in the schools' loss of coverage. In such a rare instance of no coverage, the school must reserve it's right of compulsory assignment by reverse seniority of all employees within the classification who are participating in the wheel. Starts with least senior and goes up to next senior with each occurrence.
 - d) If an individual later chooses to get on the wheel, he/she goes to the bottom irrespective of seniority. When an individual chooses to get on the wheel and the wheel-choice position is four (4) or less from the bottom, then that individual must wait for a full rotation of the wheel.
 - e) Snow removal is scheduled by the Superintendent of Buildings and Grounds, including overtime when needed. This overtime is not considered part of the wheel overtime. All snow removal on off hours is considered a snow emergency.
8. Service Unit employees will receive a minimum of one (1) hour pay for each time they are required to come in.
9. Any Service Unit employee hired as a Bus Driver and in another job category will not be allowed to have overlapping shifts. Any worker who moves, by mutual consent, to a shift that overlaps with driving will resign from the position of Bus Driver.
10. Any Service Unit employee hired in two positions will accumulate sick time separately (based on FTE). Retirement incentive will be based upon the larger number of sick days accumulated in one of the positions, if other qualifications are met.
11. Alcohol and Drug Testing for Bus Drivers.
 - a. Initial yearly testing of employees for Alcohol and Drugs will be paid for by the District. Follow-up testing for a driver found to test positive will be covered by the employee. There will be a flat fee of \$10 paid to the employee for the time taken to complete initial testing.

- b. A driver who violates the District prohibitions related to alcohol and drugs shall be referred to an Employee Assistance Program (EAP) by the Medical Review Officer (MRO) and, as appropriate, to counseling and treatment programs available through a Substance Abuse Professional (SAP) to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a Substance Abuse Professional who shall determine what help, if any, the driver needs in resolving such a problem. The costs associated with this evaluation and/or, if necessary, subsequent treatment shall, to the extent available, be covered by the health insurance policy provided to District employees. Costs incurred beyond the health insurance allowance for evaluation by a Substance Abuse Professional and/or for treatment shall be the responsibility of the employee.
- c. Any driver refusing to be tested or found to test positive for Alcohol or Drugs will be placed on temporary leave without pay. A driver shall be allowed to return to duty when a drug test produces a verified negative result or an alcohol test produces a verified result that meets federal and District standards.
- d. Any additional disciplinary action shall be considered on a case by case basis for a driver found to test positive for the first time.
- e. An employee who is found to test positive for drugs or alcohol a second time after going through the required procedures associated with District policy and procedures shall be dismissed.

B. Driving Information

- 1. In the interest of reducing costs, non-unit personnel may drive vehicles for which they qualify (no pay) to interscholastic or educational school events.
- 2. Regular bus runs are the day's main routes, assigned to our established driving staff and redefined or adjusted by the school district before the beginning of each school year, in accordance with the locations of numerous students covered by each run.
 - a. Regular runs will be bid by seniority before the beginning of a school year. In this way a more senior driver would not be without a main run, before a less senior driver.
 - b. Once the year's regular run assignments have been made, any openings (from a vacancy or new run) may be filled for the remainder of the school term by a substitute or replacement without re-bidding.
 - c. Three regular bus runs shall be assigned by the Head Bus Driver and continue until the run is eliminated. This will be approved by the Superintendent.

3. Special or extra bus runs are those ongoing runs which arise in response to a particular need or mandate, and are let out by contract, as an addition to driver's regular run.
 - a. Special or extra runs will be bid by seniority and frozen. (As long as the run continues it will not be re-bid unless the driver having the run resigns from the run.) No driver may have more than one (1) extra or special run.
4. Extra bus trips are those driving requirements which are not continuous or ongoing, but are authorized by the school district.
 - a. All extra trips are allotted by rotation on a scheduling wheel, before assignments are made. There shall be no preference among drivers, other than rotation order. Other qualified school employees may be placed on the voluntary driver wheel, if requested, but actual drivers will be given first choices.
 - b. If a driver is out for illness, or vacation, he/she will not be considered for driving an extra trip on that day.
 - c. In such a rare instance of no coverage, the school must reserve its right of compulsory assignment by reverse seniority of all employees within the classification.
5. Driver's Wheel - A driver's day wheel (pre PM runs) will be established effective with this contract. Available regular driver's will be placed on the wheel and will be called before substitutes.
6. For all categories of driving, routes are subject to change after the time of bidding or assignment, due to requirements of the administration to comply with transportation policy of the Cooperstown Central School District.

C. Cafeteria Assignments

1. Inservice meetings of the cafeteria staff will held by the Supervisor when needed. These may be held on an individual or group basis. Meetings shall not exceed ten (10) per individual, per year. Any extension of time beyond the regular working hours will be compensated at the employees regular rate of pay.
2. Daytime
 - a. Daytime Wheel (Additional work time)
 - 1) Individuals in both buildings are to be placed on a rotation wheel by seniority.
 - 2) Rotation will be by the total wheel (both buildings).
 - 3) Once the wheel is established, it is continuous from year to year.
 - 4) Individuals may sign off (not participate in) the wheel; provided this does not, overall, result in the school's loss of coverage. In such a rare instance of no coverage, the school must reserve its right of compulsory assignment by reverse seniority of all employees within the classification.

- 5) If an individual later chooses to get on the wheel, he/she goes to the bottom irrespective of seniority. When an individual chooses to get on the wheel and the wheel-choice position is three (3) or less from the bottom, then that individual must wait for a full rotation of the wheel.
- b. If the Cook is out, responsibility for cooking will be filled by a rotation wheel of interested parties. In those instances, the replacement of that individual will be filled by the wheel in combination with absorption/redistribution and/or substitute(s).
- c. If other food service workers are out in the District, the Cook/Manager will fill in the necessary time by the wheel, in combination with absorption/redistribution and/or substitute(s).
- d. If the cashier is out at the High School, the Cook/Manager fills in, or he/she gets a substitute. (Not subject to the wheel.)
- e. If the cashier is out at the Elementary, the Cook/Manager deals with the opening at his/her discretion. (Not subject to the wheel.)
- f. In the event of a retirement or resignation of a cashier, and, with sufficient notice, an opportunity, based upon seniority, will be provided for training of current food service helpers wishing to be considered for the position. Final decision will rest with management.

3. Nighttime

- a. Night Wheel
 - 1) Individuals in both buildings are to be placed on the wheel by seniority.
 - 2) Rotation will be by the total wheel.
 - 3) Once the wheel is established, it is continuous from year to year.
 - 4) Individuals may sign off (not participate in) the wheel; provided this does not, overall, result in the school's loss of coverage. In such a rare instance of no coverage, the school must reserve its right of compulsory assignment by reverse seniority of all employees within the classification.
 - 5) If an individual later chooses to get on the wheel, she/he goes to the bottom irrespective of seniority. When an individual chooses to get on the wheel and the wheel-choice position is three (3) or less from the bottom, then that individual must wait for a full rotation of the wheel.

D. Probationary Period

The purpose of a probationary period is to allow the supervisor time to evaluate the performance of the employee before the permanence of the appointment is confirmed. Every new employee coming under this agreement shall be appointed to a 52 week probationary period. Any employee who does not prove satisfactory during the probationary period may be dismissed after completing the minimum eight weeks service or anytime prior to the completion of 52 weeks.

E. Employment Evaluation

Purpose of Evaluation

Performance evaluation is of prime importance to both the employer and the employee. The following purposes are served:

- Gives recognition for work done well.
- Serves as partial basis for promotion decisions.
- Improves work performance.
- Determines if employee's work is up to standard.
- Determines training needs.
- Determines retention or dismissal of probationary employees.

Periodically conducted, this evaluation will provide a history of development and progress.

Evaluation Procedures

1. Probationary Employees. All probationary Service Unit employees will be formally evaluated a minimum of two times during the first 52 weeks of job performance.
2. Permanent Employees. All permanent Service Unit employees (those having completed the 52 week probationary period) will be formally evaluated a minimum of once each year. This evaluation shall be completed prior to June 1.

All evaluations shall be completed by the immediate supervisor. Each employee will be notified as to who his/her immediate supervisor is at the beginning of the work year. Employees hired during the year will be notified at the time of employment.

A copy of the written evaluation shall be given to the member being evaluated. The member shall have at least 24 hours to review the evaluation if he/she so chooses. There shall be a conference subsequent to each evaluation to discuss, with the employee, his/her strengths and weaknesses. The employee shall sign the form and shall have the right to respond in writing. By signing the form, the employee does not imply agreement with the evaluation; only that he/she has read it. The original evaluation with response, if any, shall be placed in the member's official District personnel file. This file shall be located in the Superintendent's office.

Evaluations shall relate to job performance. Employees should be advised of performance standards expected.

ARTICLE X: HOLIDAYS

The only holidays permitted full-time 12-month employees, irrespective of past practice, are:

| | |
|------------------|---|
| 4th of July | Martin Luther King Day |
| Labor Day | Presidents' Day (to be celebrated on a day during February break) |
| Columbus Day | Good Friday |
| Veterans Day | Memorial Day |
| Thanksgiving Day | New Year's Day |
| Christmas Day | |

Days or partial days including the Friday following Thanksgiving, December 24 and December 31 may be permitted at the discretion of the Superintendent.

ARTICLE XI: SPECIAL EVENTS

Hall of Fame Game - Full-time 12-month employees may be assigned to work at a Hall of Fame Game activity rather than completing their regular responsibilities. No extra day off will be given for Hall of Fame Game day. Unit employees not required to work Hall of Fame Game functions will have a normal work day.

Graduation - Employees will be compensated with 2 hours paid time off for each hour worked on Graduation Day up to maximum of 8 hours worked. Time must be taken from July 1 - August 30 with supervisor's prior approval.

ARTICLE XII: SALARY SCALES

A. Scale 1

All employees hired prior to July 1, 1991 shall receive increases to their present base salary as follows:

| | |
|------------|-------|
| 2007/2008: | 3.00% |
| 2008/2009: | 4.00% |
| 2009/2010: | 4.00% |

All employees who were on staff as of June 30, 1991 are considered to be under this salary scale. This includes an employee who changes classification.

The salary scale shall be changed to reflect these increases.

| | | HOURLY WAGE | | |
|---------------------|--------------------|-------------|-----------|-----------|
| <u>CATEGORY A:</u> | | 2007/2008 | 2008/2009 | 2009/2010 |
| Maintenance Worker | Initial employment | \$17.10 | \$17.78 | \$18.49 |
| Bus Driver Mechanic | period (2 years) | | | |
| Cook | Senior | \$18.93 | \$19.69 | \$20.48 |

| | | HOURLY WAGE | | |
|-----------------------------|--------------------|-------------|-----------|-----------|
| <u>CATEGORY B:</u> | | 2007/2008 | 2008/2009 | 2009/2010 |
| Typist | Initial employment | \$14.87 | \$15.46 | \$16.08 |
| Teacher Aide | period (2 years) | | | |
| | Senior | \$18.64 | \$19.39 | \$20.17 |
| <u>CATEGORY C:</u> | | | | |
| School Monitor | Initial employment | \$14.05 | \$14.61 | \$15.19 |
| Bus Monitor | period (2 years) | | | |
| Cleaner | Senior | \$17.89 | \$18.61 | \$19.35 |
| <u>CATEGORY D:</u> | | | | |
| | Initial employment | \$12.58 | \$13.08 | \$13.60 |
| Food Service Helper | period (2 years) | | | |
| | Senior | \$14.38 | \$14.96 | \$15.56 |
| <u>CATEGORY E: (Annual)</u> | | | | |
| | Initial employment | \$ 8,874 | \$ 9,229 | \$ 9,598 |
| Bus Driver | period (2 years) | | | |
| | Senior | \$12,048 | \$12,530 | \$13,031 |

- a) Effective 7/1/04 all unit members working the night shift on a regular 10-month basis will receive a differential of 10% of their 10-month base salary.
- b) Overtime. Employees working in excess of forty hours in any one week would receive time-and-a-half pay with the exception of holidays which will be double time. Sick time and personal days will not count toward the forty hours. A holiday and vacation time shall count as hours worked when determining overtime. The employer retains the prerogative to either authorize or prohibit overtime in particular situations, regardless whether it was authorized or prohibited in the past.
- c) Employees with a dual capacity as bus driver under a single job classification will receive an additional \$2.30 per hour for hours engaged in driving a regular run for 180 days.
- d) A food service helper serving as a cook shall receive the initial employment salary of a cook from the initial day of service as a cook.
- e) Business office reimbursement up to \$150 per year for uniforms and shoes for cooks and food service helpers will be supplied. These employees are responsible for cleaning their uniforms. Uniforms for other workers will be supplied by a laundry service as determined by the Board. Custodians and bus mechanics will get an annual boot allowance of 50% up to \$75.00 (safety toe shoes).

- f) Bus Driver Trip Rate. Bus drivers making special or extra trips will receive a trip rate of: Effective 7/1/07: \$15.00 per hour

Any regular run bus driver who accepts an hourly rate trip and misses his/her regular run shall have the full regular run pay deducted up to an amount as follows: Effective 7/1/03: \$21.50

- g) Special Assignments. All special assignments beyond the regular working period performed by an employee on behalf of the Cooperstown Central School District will be considered as an extension of the employee's regular duties. The salary for special assignments will be paid on the school payroll in accordance with his/her regular position classification and reflect night differential and overtime increments as appropriate.
- h) Salary checks will be issued every other Friday during the period from July 1 through June 30.
- i) The Board reserves the right to adjust hours and pro-rate salary.
- j) During the 180 day school year, Food Service Helpers who work a split shift will be paid as follows for the extra duty of the split shift: Effective 7/1/03 \$13.25
- k) In the event that a bus driver is assigned an extra long or a special route, the District shall have the right to adjust the salary. Salary rate will be announced prior to bidding.
- l) Each mechanic shall have an annual tool reimbursement of \$350.
- m) A regular unit member who fills in for the Superintendent of Building and Grounds or for the Head Bus Driver assuming their positions when they are on vacation or away shall be paid an annual stipend of \$375 each. When a supervisor is absent from duties for a consecutive period of more than three weeks the unit member will be compensated at 10% of his or her hourly wage for the time beyond the 3 week period.
- n) Lunch/Break Benefits.
1. For all cleaner/custodians hired before July 1, 1986 who work a full day, the following benefit will be allowed:
 - a. Day workers shall be entitled to a free lunch on those days the school cafeteria is operating if they wish one.
 - b. Night workers shall be entitled to a 1/2 hour paid break to eat.

For such workers hired on or after July 1, 1986, all will be expected to work a full eight hours (i.e. no paid meal break) and are not entitled to a free lunch.
 2. Food service helpers who work more than 4 hours per shift and who were hired before July 1, 1978 shall be entitled to a 1/2 hour paid break and a free lunch (on those days the cafeteria is operating). Those employees in this category hired on or after July 1, 1978 are not entitled to a paid break, but shall receive a free lunch on those days the cafeteria is operating.

3. Teachers aides, school monitors, and typists hired before July 1, 1986 who work 6 or more hours per day shall be entitled to a paid, duty-free break of 1/2 hour. Such employees who work less than 6 hours per day or who were hired on or after July 1, 1986 are not entitled to a paid break (however, such employees working at least 6 hours per day must be eligible for an unpaid break of 1/2 hour).

B. Scale 2

All employees hired after July 1, 1991 shall receive increases to their present base salary as follows:

2007/2008: 3.00%
 2008/2009: 4.00%
 2009/2010: 4.00%

The salary scale shall be changed to reflect these increases:

| | | HOURLY WAGE | | |
|----------------------|--------------|-------------|-----------|-----------|
| CATEGORY A: | | 2007/2008 | 2008/2009 | 2009/2010 |
| Maintenance Worker | 1-2 years | \$14.66 | \$15.25 | \$15.86 |
| Bus Driver Mechanic | 3-5 years | \$16.00 | \$16.64 | \$17.31 |
| | Over 5 years | \$17.96 | \$18.68 | \$19.43 |
| CATEGORY B: | | | | |
| Cook | 1-2 years | \$12.09 | \$12.57 | \$13.07 |
| | 3-5 years | \$13.78 | \$14.33 | \$14.90 |
| | Over 5 years | \$16.81 | \$17.48 | \$18.18 |
| CATEGORY C: | | | | |
| Typist | 1-2 years | \$11.65 | \$12.12 | \$12.60 |
| | 3-5 years | \$13.34 | \$13.87 | \$14.42 |
| | Over 5 years | \$15.50 | \$16.12 | \$16.76 |
| CATEGORY D: | | | | |
| Teacher Aide | 1-2 years | \$11.21 | \$11.66 | \$12.13 |
| School Monitor | 3-5 years | \$12.92 | \$13.44 | \$13.98 |
| Cleaner | Over 5 years | \$15.06 | \$15.66 | \$16.29 |
| Bus Monitor | | | | |
| CATEGORY E: | | | | |
| Food Service Helper | 1-2 years | \$ 9.94 | \$10.34 | \$10.75 |
| | 3-5 years | \$11.65 | \$12.12 | \$12.60 |
| | Over 5 years | \$13.34 | \$13.87 | \$14.42 |
| CATEGORY F: (Annual) | | | | |
| Bus Driver | 1-2 years | \$ 8,874 | \$ 9,229 | \$ 9,598 |
| | 3-5 years | \$10,459 | \$10,877 | \$11,312 |
| | Over 5 years | \$12,048 | \$12,530 | \$13,031 |

- a) Effective 7/1/04 all unit members working the night shift on a regular 10-month basis will receive a differential of 10% of their 10-month base salary.
- b) Food Service Worker Split Shift - Extra duty: \$11.50 effective 7/1/03
- c) Subsections b,c,d,e,f,g,h,i,k,l,m and n under Scale 1 apply for all Scale 2 employees.

ARTICLE XIII: LONGEVITY

FULL-TIME (added on to base pay annually)

| | |
|-------------|--------|
| 10-14 years | \$ 250 |
| 15-19 years | \$ 600 |
| 20-24 years | \$1050 |
| 25 + years | \$1600 |

PART-TIME (added on to base pay annually)

| | |
|-------------|-------|
| 10-14 years | \$125 |
| 15-19 years | \$300 |
| 20-24 years | \$525 |
| 25 + years | \$800 |

Longevity will be accrued based upon the following: 12-month employees hired as of July 1 and 10-month employees hired as of September 1.

ARTICLE XIV: SMOKING BY SERVICE UNIT STAFF

The Cooperstown Central School District and the Cooperstown Central School Service Unit agree that the Cooperstown Central School should be a nonsmoking institution for Service Unit staff. Therefore, it is agreed that Service Unit staff will not smoke on school property.

ARTICLE XV: SERVICE UNIT BUSINESS LEAVE

During regular contract negotiations, the Service Unit President or his/her representative shall be allowed up to one single day off from work without loss of pay for purposes related to negotiations (such as meeting with a mediator, etc.).

ARTICLE XVI: STAFF DEVELOPMENT PROGRAMS

A Staff Development Committee shall be created to assist in identifying the professional needs of unit members. The Committee shall be comprised of persons from within the bargaining unit (selected by the Union) as well as the Superintendent and his/her designee(s). The committee shall meet at least once per year upon scheduling by the Superintendent.

ARTICLE XVII: TEACHER AIDES

- A. Medically Related Services - Teacher Aides will receive appropriate training and supplies when required to assist students with medically related services and/or bodily function needs.

ARTICLE XVIII: PAYROLL DEDUCTIONS

Dues deduction for the Service Unit will be based on information supplied by the Unit and provided to the Business Office.

Dues deduction will be equally distributed from each of the paychecks from September through June and transmitted monthly to the Unit.

ARTICLE XIX: AGENCY FEE

The Board shall deduct from the payroll of all employees in the bargaining unit who are not members of the Unit, a representation fee amounting to the regular dues of the Unit and shall remit such fees to the Unit. Nothing herein shall be construed as forcing or inducing anyone to become a Unit member.

The Unit agrees to hold the Board save harmless from any and all damages and liabilities which may arise as a result of dues collection from staff members who are not Unit members.

The Unit will maintain a constitutionally adequate refund procedure available for any employee subject to the agency fee.

ARTICLE XX: GRIEVANCE PROCEDURE

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A Service Unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. A Service Unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of Schools of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

7. The function of these procedures is to assure fair treatment under the contract provisions for the Service Unit member in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
8. **Grievance Definition:** A grievance shall mean any claimed violation or misinterpretation of the terms and conditions of employment contained in the express language of this contractual document.

Procedures:

1. Informal Stage. The aggrieved person shall present in writing his/her grievance to his/her supervisor within thirty (30) days of the first occurrence of the grievable event (all rights waived if this is not complied with), and shall file a copy with the Superintendent of Schools. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his determination in writing to the aggrieved person within five business days after the grievance has been reviewed. A copy of such determination shall be filed with the Superintendent. If such grievance is not satisfactorily resolved at this stage, the aggrieved person may proceed to the formal stage.
2. Formal Stage.
 - a) Within five (5) business days after a determination has been made at the preceding stage, the aggrieved person may make a written request to the Superintendent for review and determination. If the Superintendent designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.
 - b) The Superintendent or his designee shall immediately notify in writing the aggrieved person, immediate supervisor and any other administrator previously rendering a determination in the case, to submit written statements to him/her within five (5) business days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
 - c) The Superintendent or his/her designee shall render his/her determination within ten (10) business days after the written statements pursuant to paragraph b above have been reviewed.
 - d) If the grievance is not satisfactorily resolved at this Stage, the aggrieved person may proceed to the Board of Education Stage.
3. Board of Education Stage. The aggrieved person, within five (5) business days of the final determination by the Superintendent may make written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within ten (10) business days after reviewing the case.

- a) If the decision of the Board is not satisfactory to the aggrieved person, he/she may submit the grievance to arbitration by written notice to the Board within fifteen (15) days of the decision.
- b) The rules and procedures of the American Arbitration Association will then apply in the selection of an arbiter and the conduct of procedures.
- c) The decisions rendered by the arbitrator will be considered advisory.
- d) Both parties agree to share equally any and all arbitration fees and assume their own additional expenses. It will be at the discretion of the Service Unit to determine if they will share the expenses of the aggrieved individual.

ARTICLE XXI: DISTRIBUTION PROCEDURES

A copy of these procedures shall be distributed to all Bargaining Unit members and shall be filed with the State Civil Service Commission and the Clerk of the school district within fifteen (15) days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the Clerk of the school district.

IN WITNESS WHEREOF the parties hereunto affix their signatures:

Coucie Hobbie
 President, Service Unit

Mary Ann McPherson
 Superintendent of Schools

7/19/07
 Date

7/13/07
 Date

