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**AGREEMENT**

**BETWEEN**

**THE ADIRONDACK CENTRAL SCHOOL  
RELATED PROFESSIONALS UNION**

**AND THE**

**SUPERINTENDENT**

**OF THE**

**ADIRONDACK CENTRAL SCHOOL**

**RECEIVED** July 1, 2007 - June 30, 2010  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

FEB 25 2010

**ADMINISTRATION**



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**ADIRONDACK CENTRAL SCHOOL  
RELATED PROFESSIONALS UNION**

**ARTICLES OF AGREEMENT  
PREAMBLE**

The articles of this Agreement have been established in order to effectuate the provisions of Chapter 392 of the Law of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Superintendent and/or the Adirondack Central School District Board of Education (hereinafter referred to as the "District"), and the Adirondack Central School Related Professionals Union (hereinafter referred to as the "Union").

This Agreement is the result of collective negotiations between the District and the Union which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law).

**ARTICLE I  
RECOGNITION AGREEMENT AND NEGOTIATIONS PROCEDURES**

1. Recognition

The Adirondack Central School Board of Education, having determined that the Adirondack Central School Related Professionals Union is supported by a majority of non-teaching personnel (clerical, cafeteria, maintenance, transportation, lifeguard, and aides), hereby recognizes the Adirondack Central School Related Professionals Union as the exclusive negotiating agent for the non-teaching personnel in that unit.

Excluded from the above recognition are the following positions:

District Treasurer, Secretary to Superintendent and/or District Clerk, Cafeteria Manager, Transportation Supervisor, and Network Administrator.

2. Negotiations Procedures

a. NEGOTIATING TEAMS:

The designated representatives of the Board will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. Both parties agree that no useful purpose is to be served by permitting casual observers to be in regular or irregular attendance. Therefore, the negotiations sessions will be conducted in private.

b. DATES:

No later than February 1st of each year the parties will enter into good-faith negotiations over a successor agreement covering the following school year. Issues proposed for discussion shall be submitted, in writing, by the Union to the Board's delegated

representatives at the first meeting, or at an adjourned first meeting. The Board shall submit, in writing, to the Union representatives all additional issues upon which it wishes to negotiate, and/or all counterproposals, no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at a time mutually agreed upon by the parties.

c. PROCEDURES:

Designated representatives of the Board shall meet at such mutually agreed upon places and times with the representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals, in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Following the initial meeting as described in Paragraph b above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed two (2) hours unless mutually agreed to by the negotiating teams, and shall be held at a time other than the regular workday.

d. REPRESENTATIVES:

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals, and reach compromises in the course of negotiations.

e. EXCHANGE OF INFORMATION:

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

f. COMMUNICATIONS:

All meetings and proceedings shall be treated as confidential except such material as may be classified as public record and knowledge under the existing laws of New York State. Both parties agree that internal communication between each committee and its parent body is often desirable and necessary, and therefore not restricted by this Agreement. (However, the issuance of any public statements prior to the conclusion of the final agreement, if such statements are to be issued, be issued jointly.)

g. TENTATIVE AGREEMENTS:

When the parties reach a tentative agreement on individual items in the course of negotiations, a mutually acceptable statement on each item will be drafted and each party will initial the draft as an indication of tentative agreement. No individual item will be

presented to the parent body of either committee for a formal ratification until all such items can be presented together in the form of a formal contract which represents the final and total negotiation agreement.

h. SECTION 204-a CIVIL SERVICE LAW:

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

i. FINAL CONTRACT:

When consensus is reached covering areas under discussion, the proposed agreement shall be reduced to writing by the Superintendent as a memorandum of understanding. The written agreement will then be submitted to the Union by its negotiating team and to the Superintendent and/or the Board by its negotiating team. The written agreement will become official when ratified by the Union and the Superintendent and/or the Board of Education. Dated and signed copies of the agreement will be filed with the office of the Superintendent and the President of the Union.

3. Grievance Procedure

Declaration of Policy

In order to establish a more harmonious and cooperative relationship between employees, administrators and members of the Board of Education which will enhance the educational program of the Adirondack Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

Definitions

a. Grievance:

A grievance is a claim by a member of the Union involving the application or interpretation of the items in this Agreement. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee in the exercise of the duties assigned to him/her, and/or working conditions in general.

b. Immediate Supervisor:

Immediate Supervisor shall mean the administrator to whom the employee is directly responsible (e.g. building principal, immediate supervisor, cafeteria manager, head custodian, head mechanic, etc.).

c. Grievance Committee:

This is a committee created by the Union and is to serve for the duration of the Agreement.

d. Purpose:

The purpose of the Grievance Procedure as established in this article is to secure at the lowest level possible, equitable solutions to the claims of the parties. Except as it is necessary for the purpose of implementing this article, both parties agree that these proceedings shall be kept informal and confidential.

Basic Principles

- a. A member of the Union shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- b. The resolution of the grievance at the earliest possible stage is encouraged.
- c. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
- d. All hearings shall be confidential.
- e. It shall be the responsibility of the Superintendent to take such action as is deemed necessary to give force and effect to these procedures to make certain that grievances are considered promptly and a determination made within the time specified.

Provisions

- a. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the Superintendent, conferences or hearings must be held during the working hours, persons who participate shall be excused from their assignments without loss of pay.
- b. A grievance shall be asserted at the Informal Stage within twenty (20) working- days of the occurrence of the act complained of. Failure to assert a grievance at the first step within twenty (20) working days shall be deemed to be abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three levels in the procedure to communicate the decision within the specified time limits shall permit the aggrieved to proceed to the next step.
- c. The grievant may be represented by the Union or an individual of his/her own choosing at any or all levels in the Grievance Procedure.

- d. Nothing contained in this article shall apply to any matter as to which (1) a method or review is prescribed by law, or by any rules or regulations of the State Commissioner of Education having the force and effect of law, and/or by any bylaw of the Board of Education or (2) the Board is without authority to act.

Procedure

- a. Informal Stage:

The aggrieved individual shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved individual. The immediate supervisor shall render his/her determination to the aggrieved individual within five (5) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved individual may proceed to the Formal Stage.

- b. Formal Stage:

Within five (5) working days after a determination has been made at the preceding stage, the aggrieved individual may make a written request of the Superintendent or his/her designee, for review and determination. (See Grievance Form on Page 7 herein.)

- (1) Within ten (10) school days after the receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- (2) The Superintendent shall render a decision in writing within five (5) school days after the conclusion of the hearing.

- c. Board of Education:

If the grievance is not resolved at the Formal Stage, the aggrieved may submit the dispute in writing to the Board of Education for decision within ten (10) school days after receiving the Formal Stage decision. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.

- (1) The Board of Education shall hold a hearing in executive session within twenty-five (25) school days of the receipt of this written appeal.
- (2) The Board of Education shall render a written decision within twenty-five (25) school days after the hearing. If the decision is not satisfactory, the Union may, within five (5) working days of the date of the written answer, submit the answer to mediation in accordance with the procedure outlined herein. If such submission is not received by the Board within the time limit specified, unless mutually extended, the decision in the Third Step shall be final.

### Arbitration

- a. After such hearing, if the aggrieved and/or the Union are not satisfied with the decision at Stage "c", Board of Education, the Union may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at Stage "c". Such requests will be made to the N.Y.S. Public Employment Relations Board. The parties will then be bound by the rules and procedures of the N.Y.S. Public Employment Relations Board.
- b. The selected Arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- c. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or add to or amend in any way the provisions therein, nor shall he/she make any decisions regarding rates of compensation.
- d. The decision of the Arbitrator shall be submitted to the Board of Education and the Union and, within ten (10) days after receipt of the Arbitrator's findings, the Board of Education will render a decision, in writing, on the grievance, which shall be final.
- e. Regardless of the outcome of the grievance submitted to arbitration, costs thereof shall be borne in equal shares by the Board of Education and the Union. Such costs shall be limited to the Arbitrator's fees and expenses and shall include the cost of a stenographic record if ordered by the Arbitrator.

The cost of any additional services required by either party shall be borne by the parties requesting such services.

**THE ADIRONDACK CENTRAL SCHOOL RELATED PROFESSIONALS UNION**

**GRIEVANCE FORM**

DATE: \_\_\_\_\_

EMPLOYEE'S NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_ TITLE: \_\_\_\_\_

NATURE OF GRIEVANCE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLEMENT DESIRED:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_  
Employee

SIGNED: \_\_\_\_\_  
For the Union

ADMINISTRATIVE REPLY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Supervisor/Superintendent

- Fill out in triplicate and distribute to:
1. Supervisor
  2. Union President
  3. Employee

**ARTICLE II  
NO STRIKE PLEDGE**

The Union affirms that it does not assert the right to strike against the School District or any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist or participate in such a strike.

**ARTICLE III  
NON-DISCRIMINATION PLEDGE**

The Union also affirms that it will faithfully represent all employees. in the unit described in Article I, Section 1, Recognition, without regard to whether or not they are or remain members of the Union.

**ARTICLE IV  
UNION RIGHTS**

1. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control, and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.
2. The District agrees not to interfere, restrain or coerce either directly or through its administrative staff, any employee because of membership or lawful activity in the Union, nor will it by discrimination in respect to hiring, promotion, termination of employment or any other condition or employment, attempt to discourage membership in the Union pursuant of grievance machinery provided herein.
3. No more than one (1) official delegate may attend more than two (2) official Union meetings and/or workshops per year for a total of six (6) days per year. It is agreed and understood that the delegate attending such meetings or workshops will receive his/her regular salary and accumulated sick leave. It is agreed and understood that the School District will not be liable for any expense to the employee resulting from such meetings or workshops.

An official delegate as outlined in the above paragraph must make request for authorization of such leave to the Board of Education prior to the time of the scheduled meeting or workshop, and must present the proper credentials stating the facts of the meeting and signed by an appropriate officer of the organization.

4. The President of the Union may be allowed time off from work, with no loss of pay, to carry on Union business when necessary and with prior approval from the Superintendent.
5. For employees so authorizing in writing, the District shall deduct monthly dues for this Union, if and when applicable.
6. Non-Teaching Personnel Vacancies

For the purpose of informing employees of vacancies, deletions, status changes and newly created positions, the Superintendent or his/her designee shall notify the Union's President, in

writing of such vacancies and positions. The Superintendent or his/her designee shall post a notice of the details of such vacancies and positions in each of the District's buildings. Each position shall be filled where applicable in full accordance with State Civil Service Law. Seniority will become a determining factor when the Superintendent determines that all factors are equal.

7. Liaison Officer

In the interest of promoting harmonious relations and the pursuit of matters of mutual interest, one (1) member of the Union will be designated by the Union to meet with the Superintendent or his designee. When questions arise relating to the intent of, or interpretation of the existing Agreement, the school related professional's chief negotiator of the Agreement will be present. The District also reserves the right to have its chief negotiator present during such times. Such a meeting will be held at the request of either party, but not more often than one per month unless mutually agreed upon.

8. Whenever members of the negotiating unit, including Union representatives, are scheduled by the parties to participate during working hours in conferences, meetings or in negotiations, they shall suffer no loss in pay or leave.

9. Use of School Facilities

The Union may make reasonable after-school use of the District-owned equipment for Union purposes. Such use shall be at no expense to the District. Supplies will be paid for by the Union. When necessary, the Union may use rooms in the school buildings in the performance of Union functions. Use of buildings shall be applied for in the normal manner to the Superintendent or his designee.

10. Copies of this contract will be printed at District expense and a copy given to each employee as soon after its execution as is practical, but no later than the beginning of the school year. New employees shall receive a copy at the time of employment.

## **ARTICLE V INSURANCE**

1. General Provisions

- a. For a member of the bargaining unit to be eligible for health/dental insurance benefits, they must be contracted to work a minimum of 30 hours per week, excluding overtime. Bus drivers in the bargaining unit must be contracted to work a minimum of 4 hours per day on a regular daily run to be eligible for health insurance benefits. This paragraph shall apply to all bargaining unit members employed by the District on or after March 3, 2003.
- b. Bargaining unit members employed by the District and participating in the health insurance benefits plan prior to March 3, 2003, may continue to participate in the health insurance benefits plan.

- c. The District shall remain free to select the appropriate insurance carriers provided the benefit level remains at least equivalent to the present coverage.
- d. All non-teaching employees of the Adirondack Central School District, who meet the requirement for coverage, shall be entitled to Health Insurance and Dental Insurance coverage under the following conditions as provided for the instructional staff set forth in Section 2 and 3.

2. Health Insurance Coverage

- a. Health insurance shall consist of coverage provided through the Madison, Oneida, Herkimer, Health Care Consortium, Blue Preferred PPO under Blue Cross/Blue Shield of Utica-Watertown, A Division of Excellus Health Plan, Inc.
- b. For employees whose effective date of hire is July 1, 2002 or later, the District shall contribute 90% and the employee shall contribute 10% of the health insurance premium cost for the individual and family coverage plans. Any bargaining unit member employed by the District and who was participating in the health insurance plan prior to July 1, 2002, will not be affected by the new contributions for single contribution and will contribute the same percentage towards the premium costs of the health/dental insurance plan as they were doing prior to July 1, 2002.
- c. Employees, who retire or have retired from ACS and are/were eligible to receive retirement benefits from the District, will have 75% of the cost of individual insurance paid by the District or 75% of the cost of the family insurance paid by the District.
- d. An employee will be eligible to continue his/her hospitalization coverage as a retired employee if the following conditions are met:
  - 1. The employee has completed at least five (5) years of service with Adirondack Central School.
  - 2. The employee is qualified for retirement as a member of a retirement system administered by the State of New York or one of its civil divisions, and has reached the normal retirement age for his/her tier of membership on date of employee's membership.
  - 3. If the employee is not a member of a retirement system, he/she must have reached the normal retirement age as if he/she were a member under the same conditions in paragraph (2) above.
  - 4. A surviving spouse of a covered retired employee can continue his/her coverage under the same conditions as when the retired employee was alive.
  - 5. The District shall reimburse to retirees and/or their dependents and/or to their surviving dependents the cost of Medicare premiums withheld from Social Security monthly checks.

3. Dental Insurance

The District shall contribute a maximum of seventy two dollars and fifty cents (\$72.50) per participating unit member per year, but not to exceed the actual yearly premium charged to said employee, with this amount increasing to one hundred dollars (\$100.00) during the 1990-91 school year toward the purchase of Basic Dental and Supplemental Basic benefits through Blue Shield of Central New York. The benefits shall be Option One (Option 1). Any additional premiums beyond the seventy-two dollars and fifty cents (\$72.50) and one hundred dollars (\$100.00) per unit member respectively, shall be paid by the employee.

4. Long Term Disability Insurance

The District will provide eligible non-teaching employees with long term disability insurance as follows:

Fifty percent (50%) of monthly salary up to \$4,000.00 to age sixty-five (65), one hundred eighty (180) days following disability or exhaustion of accumulated sick leave, whichever is later, through a long term disability policy coverage carried by an insurance company. There will be a coordination of benefits, once benefits begin, exclusive of private plans held by an individual. The policy provisions of the District selected carrier covers eligibility and all benefits under this Article. A copy of said insurance policy of the present carrier will be made available to the President of the Non-Teaching Union.

The District shall remain free to select the appropriate carrier provided the benefit level remains at least equivalent to the present coverage.

5. Cafeteria Plan - (IRS Section 125)

To be eligible to participate in the Adirondack Central School Cafeteria Plan, a non-teaching employee's work schedule must be fifty percent (50%) or more of the work week based on the full time hours for the position hired as would be reported to the New York State Employees' Retirement System.

**ARTICLE VI  
COMPENSATION**

Employees may elect to receive full pay from accumulated sick leave credits only to the extent of accumulated sick leave.

If a compensable injury makes it necessary that an employee be absent from his/her work, the employee may elect one of three options:

Option 1: The employee may elect to be removed from the payroll starting with the first working day of such absence, and be returned to the payroll on the first day of his/her return to work. The employee would receive only those benefits provided for by the Workmen's Compensation Law.

Option 2: Wherefore, present regulations do not provide for Workmen's Compensation payments during the first seven calendar days of absence due to an injury unless the absence exceeds fourteen (14) calendar days, the employee may elect to draw one day of sick leave for each working day he/she is absent during the first seven (7) calendar days of his/her absence, and to be removed from the payroll on the first working day following the seventh calendar day of such absence, and to be returned to the payroll on the first day of his/her return to work. If the absence has exceeded fourteen days and the employee receives compensation benefits for the first week's absence, the employee shall reimburse the District an amount equal to one week's compensation benefits.

Option 3: The employee may elect to draw one day of sick leave for each day of such absence to the extent that accumulated sick leave permits. The employee must return to the District all Workmen's Compensation payments received on account of such absence.

**ARTICLE VII  
PAYROLL DEDUCTIONS**

The Adirondack Central School District is authorized to deduct the amounts for life insurance, tax sheltered annuity plans, Credit Union Savings Program and direct deposit to any financial institution on members of the non-teaching personnel who presently belong to such plans or programs, and to those members who wish to open such accounts. The employee will be limited to companies presently approved by the District to underwrite tax sheltered annuities, life insurance, or savings programs.

This benefit will also be extended to members of the non-teaching personnel who wish to join a life insurance plan, tax shelter annuity or payroll savings program.

Non-teaching employees should notify the school district at least thirty (30) days prior to the time they want the first monthly payroll deduction.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

---

(Print) Last Name	First	Initial	Building
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Address

TO: Board of Education of Adirondack Central School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Adirondack Central School Related Professionals Union as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Union, to deduct from my salary and transmit to the Union indicated below the dues as certified by the Union. I hereby waive all right and claim for said monies deducted and transmitted in accordance

with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

---

Adirondack Central School Related Professionals Union

---

(Employee's Signature)

---

Date

### **ARTICLE VIII RETIREMENT**

The existing benefits of the New York State Employees' Retirement System Career Noncontributory Plan (Section 75-i) with optional coverage of application of unused sick leave (Section 41-j), shall not be reduced.

### **ARTICLE IX TERMINAL LEAVE PAY**

1. To be eligible for terminal leave pay, an employee must have completed ten (10) years service in the District, and he/she must have been under contract for at least one hundred eighty (180) days during the above stated time period.
2. The non-instructional employee must understand that currently this terminal leave pay cannot be used for computation of his/her retirement benefits.
3. An employee, one (1) year prior to retirement, or as soon as possible if an early retirement incentive is offered, upon making application of intent to retire to the Board of Education, the District shall pay a retiree terminal leave pay.

Such pay shall be based on the employee's total hourly rate including longevity payments multiplied by the following percentages:

- 25% Effective July 1, 2002;
- 35% Effective July 1, 2003;
- 40% Effective July 1, 2004;
- 45% Effective July 1, 2005;
- 50% Effective July 1, 2006

The figure resulting from the preceding calculation shall then be multiplied by the employee's daily contract work hours times one-half ( $\frac{1}{2}$ ) of the employee's accumulated sick days at the end of the prior school year.

The remaining accumulated sick days plus the sick days of the last year of service will be retained by the employee for sick leave purposes. To calculate terminal leave pay for a part-time regular Bus Driver, his/her current hourly driving rate shall be substituted in place of the rate stated above in the formula heretofore mentioned.

## **ARTICLE X OVERTIME AND COMPENSATORY TIME**

### Overtime Pay

Overtime pay shall be paid at the rate of one and one-half (1-1/2) times an employee's regular rate of pay for all hours worked in excess of forty (40) in any one week. Snow days, personal days, holidays, vacation and compensatory time off will be considered hours worked in determining eligibility for overtime. Sick leave or other absences will not be considered hours worked for overtime purposes.

### Compensatory Time

Compensatory time may now be earned and placed in accrual, if desired, during both weeks of a pay period. Compensatory time earned must be used during the school year earned. If, however, compensatory time is allowed to accrue, rather than pay overtime, the employee normally will not be allowed to take time off when school is in session. The District will not provide substitutes to free employees while school is in session.

When compensatory time is earned during the week, the immediate supervisor must know at the end of that week whether the employee wants compensatory time off or wishes to be paid overtime. Any unused accumulated compensatory time as of June 30th shall be converted to dollars and paid through the payroll system.

## **ARTICLE XI PROCEDURE FOR LAYOFFS**

1. In case the working force is to be reduced, any reduction of employees must be done in accordance with seniority within the job classification and department, with the last employee hired to be the first employee to be laid-off.
2. Employees shall be recalled according to seniority within the job classification and department, with the last employee laid-off being the first employee to be requested back to work.
3. No new employee will be hired until all employees within the job classification and department are requested back to work.

## **ARTICLE XII JOB DESCRIPTIONS**

Job descriptions for all supervisory non-teaching positions shall be established by the District, to outline normal duties, to set up limits and boundaries for outside and/or additional employee work loads.

All new and existing employees will be apprised of the chain of command within their respective department(s).

Job descriptions for all non-teaching positions may be obtained by contacting the Oneida County Civil Service Commission, Park Avenue, Utica, New York.

**ARTICLE XIII  
SCHOOL CLOSINGS (SNOW DAYS, EMERGENCY CLOSINGS)**

When school is closed for pupils due to snow emergencies, inclement weather, or other emergency conditions, including single bus trips, dismissals and/or cancellation of after school activities, employees who are required to work on such school closing days will do so under the following conditions. In no event, shall such school closing days reduce the scheduled number of work days for those employees whose duties are related to pupil attendance (Examples: Bus Drivers, Library Aides, Cafeteria Employees).

1. They are specifically requested to do so for the reasons of extreme emergency needs and/or conditions by their immediate supervisor with the approval of the Superintendent.
2. All schools must be checked by the head custodian or his designee.
3. In case of early dismissal for the above reasons, non-instructional employees will be dismissed at the same time school is dismissed unless specifically requested to work for the reason of extreme emergency needs and/or conditions at the discretion of the Superintendent. Any personnel who work on the second or third shifts would be expected to put in the equivalent number of hours that the first shift worked prior to being excused by the Superintendent. Second and third shift personnel will be notified of an early dismissal and will be allowed to report upon departure of the buses or earlier.

All employees who work will receive compensatory time off at a later date, with the exception of those employees who are required to work after dismissal for reasons of extreme emergency or snow removal who will be paid overtime if they qualify, or can receive compensatory time if they select this option at that point in time.

4. At the discretion of the Superintendent of Schools, those employees who are contracted to provide services only on those days that students are in attendance and complete their work load at the end of the Student Instructional Year, may or may not be requested to report to work to make up contractual days not worked when school was closed due to emergency closings.

**ARTICLE XIV  
BREAKS**

The employee must be scheduled to work four (4) consecutive hours in order to be eligible for a 15 minute break within the four (4) hours worked. The 15 minute break must be taken as permitted by the

supervisor. Any employee who works six (6) hours or more will be allowed one 15 minute break in the morning and one 15 minute break in the afternoon. A 15 minute break shall not adjoin a lunch break unless permitted by the supervisor.

**ARTICLE XV  
RECOMMENDATIONS ON EQUIPMENT**

Employees may make recommendations to their immediate supervisor or Building Principal regarding equipment they use in the pursuit of their duties.

**ARTICLE XVI  
JURY DUTY LEAVE**

A non-teaching employee shall be given the day(s) off for jury selection and/or jury duty with no loss of pay. This shall apply to first, second and third shift employees.

**ARTICLE XVII  
LEAVE OF ABSENCE**

An extended leave of absence may be granted to any non-teaching employee if he/she has been an employee of the District for three (3) years. The employee should make his/her request through the Superintendent, who will in turn notify the Board of Education, and the Board at its discretion will determine whether or not a leave will be allowed, and if allowed, the duration of the leave. Such leave, if granted, shall be without remuneration, but without loss of position or benefits, and in accordance with New York State Civil Service Law.

**ARTICLE XVIII  
MATERNITY LEAVE**

Maternity Leave of absence may begin at any time during the months prior to the anticipated birth of the child. A thirty (30) day written notice, which should include the departure date and the date on which she anticipates returning to work is required. The District may require a physician's certificate to continue work during pregnancy. Under the New York State Human Rights Law, a pregnant non-teaching employee who takes maternity leave is entitled to the use of sick leave to the same extent as other employees suffering from a temporary physical disability for the duration of such disability.

In the event of medical complications due to pregnancy prior to the expected departure date, and upon presentation of the physician's certification of said complications, the employee should terminate her employment prior to said date. Such employee shall be entitled to regular sick leave benefits to the expected departure date.

During the period of absence on Maternity Leave, an employee shall not lose those rights already earned, such as salary schedule placement, accumulated sick leave, personal leave or seniority rights.

**ARTICLE XIX  
MILITARY LEAVE**

1. A member of the non-teaching staff in a school district other than a school district employing a superintendent of schools shall be entitled to absent himself/herself from his/her position while engaged in the performance of military duty and shall be deemed to have a leave of absence for the duration of such military duty. Such person shall be reinstated to his/her position provided he/she makes application for such reinstatement within ninety (90) days after the termination of his/her military duty, notwithstanding that his/her contract with the school shall have expired.
2. Any appointment to fill the vacancy of non-teaching personnel members absent on military duty must be designated as a substitute appointee. If, however, a non-teaching personnel member receives a contract he/she is entitled to serve in accordance with its terms. Every substitute appointment must be for a period not exceeding the leave of absence of the former incumbent who is in the military service.
3. The appointment of a substitute must terminate (a) upon the return of the former incumbent to his/her position or (b) upon the death or permanent disability of the former incumbent or upon the failure of the former incumbent to return to said position within ninety (90) days after the termination of his/her military duty, and upon the happening of any such events, said position may be filled in the manner provided by law.
4. Time during which a member is absent on military duty will not constitute an interruption of continuous employment.
5. An employee restored to his/her position after termination of his/her military duty is entitled to the rate of compensation he/she would have received had he/she remained in his/her position continuously during such period of military duty.

**ARTICLE XX  
FULL-TIME AND PART-TIME EMPLOYMENT DEFINITIONS**

**FULL-TIME EMPLOYEE:** Any person employed for at least 1612½ hours per year will be considered a full-time employee.

**PART-TIME EMPLOYEE:** Any person employed for less than 1612½ hours per year will be considered a part-time employee.

All part-time employees will have their benefits prorated from the column under 10 months for Article XXIV (Paid Holidays); Article XXV (Paid Vacation); and Article XXIII (Sick Leave and Sick Leave Bank).

All full-time employees, to qualify under Article XXIV (Paid Holidays); Article XXV (Paid Vacation); and Article XXIII (Sick Leave and Sick Leave Bank) for each of the columns defined as 10 months, 11

months, or 12 months, will qualify under the total possible hours able to be scheduled to work during the contractual year, figuring all Holidays as work time.

10 Months	11 Months	12 Months
1612.5 to 1752 hrs.	1752.5 to 1949.5 hrs.	1950 to 2080 hrs.

**ARTICLE XXI  
RATIO BASIS FOR PART-TIME PERSONNEL FRINGE BENEFITS**

In order to establish an equity of fringe benefits which are accorded to full-time personnel, each part-time employee's fringe benefits will be figured on a ratio basis. This ratio basis will be computed by dividing the contractual hours actually worked in a year by a part-time employee, by 2080 hours (which equals the total hours in a 40 hour week, 12 month full-time contract). A part-time employee must be under contract for two (2) hours or more per-day for the school year to be eligible to receive personal fringe benefits.

This ratio figure applied to said number of days for any full-time fringe benefit will then equal the number of days to be accorded to a part-time employee, rounded to the nearest half day. However, Personal Business Leave Days and Regular Sick Leave Days shall be excepted from the Ratio Basis Procedure.

Examples of employee ratios are as follows:

Actual days in contractual <u>Work Calendar</u>	<u>Hours/Day</u>	<u>Ratio Calculation</u>	<u>Ratio</u>
181	6	181 X 6 = 1086 / 2080	= .522
184	5½	184 X 5½ = 1012 / 2080	= .486
182	8	182 X 8 = 1456 / 2080	= .700
200	5	200 X 5 = 1000 / 2080	= .480
181	2½	181 X 2½ = 452 / 2080	= .217
181	2	181 X 2 = 362 / 2080	= .174
184	7½	184 X 7½ = 1380 / 2080	= .663

**ARTICLE XXII  
PERSONAL LEAVE**

Non-teaching employees under contract for two (2) hours or more per day for the school year shall be granted five (5) days of non-cumulative Personal Business Leave per year. Personal Business Leave is not intended to be used for vacation or recreational purposes. Five (5) Personal Business Leave days, if unused, shall be added to the employee's accumulated sick leave annually. One (1) personal leave day shall be without reason but is not intended to be used for vacation or recreational purposes.

Definition of Personal Leave:

1. Five (5) days leave for sickness in the immediate family. Immediate family is interpreted to mean husband, wife, children, mother, father, brothers, sisters, and corresponding in-laws.
2. Five (5) days leave for death in the immediate family is interpreted to mean husband, wife, children, mother, father, brothers, sisters, and corresponding in-laws.
3. Leave of one (1) day each for attendance at funerals of other relatives or friends, as approved by the administration.
4. Leave of one (1) day each for the attendance at graduations, as approved by the administration.
5. Leave of one (1) day each for attendance at weddings, as approved by the administration.
6. Leave for legal transactions and required attendance will be subject to the approval of the administration.
7. Additional personal leave days may be granted by the Superintendent at his/her discretion.
8. Leave of one (1) day each for employee's attendance at a child's special school function.

Requests for personal days for the above listed reasons (#1 through #8) shall be approved in advance, except in emergency situations, by the employee's Building Principal, Business Administrator, Superintendent of Buildings, Grounds and Transportation, or Cafeteria Manager. Such approval shall not be unreasonably withheld. However, requests for personal days for either unusual or highly confidential reasons may be processed by the employee directly to the District Superintendent for approval, and whether or not approval is granted the confidentiality of such requests shall be maintained.

The Superintendent shall design a standardized Personal Day Leave Request Form for District wide use. This request form will contain the following certification statement that must be signed by the requesting employee: I certify that the requested personal leave day(s) above will not be used for vacation or recreational purposes.

**ARTICLE XXIII  
SICK LEAVE AND SICK LEAVE BANK**

1. Regular Sick Leave

- a. Employees shall be permitted to receive leave days for personal sickness according to the following schedule:

Full-time employees:	<u>10 Month</u>	<u>11 Month</u>	<u>12 Month</u>
1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> year of employment:	10 days	10 days	10 days
4 <sup>th</sup> year of employment and on:	12 days	12 days	13 days
Over ten years of employment and on:			15 days

- b. Part-time employees shall be permitted to receive sick leave days on the ratio basis as defined in Article XXI as defined by their daily responsibility.
- c. Any unused sick leave will be cumulative to an unlimited maximum amount.
- d. Each employee shall be notified, on a yearly basis, of the number of sick days accumulated.
- e. The non-teaching employees shall provide a doctor's verification for any absence due to illness that extends for ten (10) or more consecutive working days.
- f. Employees who have utilized all five (5) personal days for family illness shall have six (6) additional sick days from their own sick day reserve that may be used for illness in the immediate family residing within their household. If the employee requires three or more sick days under this provision, a medical verification of the illness must be documented by a medical provider. **This provision sunsets on June 30, 2010.**

2. Sick Leave Bank

- a. A sick leave bank will be maintained through contributions by the District and unit members wishing to participate. The maximum contribution per member shall be one 8-hour day per year, with the balance of the first year being contributed by the District up to 1120 hours.
- b. First-year employees will be excluded from participating in the Sick Leave Bank.
- c. Hours used from the Sick Leave Bank will be replenished at the start of each school year by equal contributions from the District and participating members. The District will only be obligated to provide matching hours when the Sick Leave Bank contains less than 1600 hours. Employee contributions may accrue beyond the 1600 hours maximum.
- d.
  - 1. Any participating unit member whose sick leave accumulation has been exhausted will be free to apply for additional leave days, from the Sick Leave Bank.
  - 2. Requests for use of Sick Leave Bank days must be made in writing to the Union President and such request must be accompanied by a doctor's statement certifying the nature of the illness or injury and the estimated duration of absence due to same.
  - 3. If an employee is granted use of days from the Sick Leave Bank, he/she must submit to the Committee, at any time upon the Committee's request, a doctor's statement indicating the disability is continuing, or the employee's use of further Sick Leave Bank days will be discontinued. Further, in the event the employee uses the full number of days granted by the Committee and continues to be disabled, it will be the responsibility of the employee to submit a doctor's certificate to such effect before the Committee will consider a request for use of the additional days from the Bank.

4. No more than a maximum of seventy-five (75) days per contract year will be granted to any employee.
  5. A new, unrelated illness or injury will require a new application.
  6. Disabilities covered by Workmen's Compensation are excluded from the Sick Bank.
- e. Upon receipt of a request for use of leave days from the Sick Leave Bank, a committee made up of the Superintendent or designee, the Union President/designee and a third party mutually acceptable to both sides shall, within five (5) days, decide whether and to what extent, Sick Leave Bank days shall be granted. The individual requesting days from the Sick Leave Bank shall, within seven (7) school days of the initial request, be notified in writing of the Committee's decision. If they are allowed, the participant will be paid after his/her own sick leave was exhausted.
- f. Any employee wishing to join the Sick Leave Bank as a new member will be required to contribute one (1) sick leave day for each of the years he/she was employed by the school system since the inception of this program on July 1, 1975 with the exception of the first year of employment. The District will only be obligated to match one (1) day anytime an existing employee joins the Sick Leave Bank under the conditions outlined under the above paragraphs A and F.

**ARTICLE XXIV  
PAID HOLIDAYS**

<u>LEGAL HOLIDAYS</u>	<u>10 Month EMPLOYEES</u>	<u>11 Month EMPLOYEES</u>	<u>12 Month EMPLOYEES</u>
Labor Day	X	X	X
Columbus Day	X	X	X
Veteran's Day	X	X	X
Thanksgiving Day	X	X	X
Day after Thanksgiving	X	X	X
Day before Christmas	X	X	X
Christmas	X	X	X
New Year's Day	X	X	X

*(Continued)*

<u>LEGAL HOLIDAYS</u>	<u>10 Month EMPLOYEES</u>	<u>11 Month EMPLOYEES</u>	<u>12 Month EMPLOYEES</u>
Martin Luther King Day	X	X	X
Presidents' Day or Monday of Midwinter Recess if Presidents' Day does not coincide with the Monday of Midwinter Recess		X	X
Good Friday	X	X	X
Memorial Day	X	X	X
Independence Day		X	X
<b>TOTAL PAID HOLIDAYS</b>	<b>11</b>	<b>13</b>	<b>13</b>

**ARTICLE XXV  
PAID VACATION**

All bargaining unit employees shall accrue paid vacation during the current school year to be used by employees during the following school year consistent with rules #1 through #7 listed below and in accordance with the following schedule. A first year employee who has not completed his/her first full contractual year by June 30th of the school year of hire shall be eligible for vacation days on a prorated basis rounded off to the nearest one-half (½) day.

**VACATION ENTITLEMENT**

Full-time Employees:	10-month Employees	10½-month Employees	11½- month Employees	12-month Employees
<u>Vacation days earned during:</u>				
1 <sup>st</sup> year of employment	7	7	7	7
2 <sup>nd</sup> - 7 <sup>th</sup> yr. of employment	12	12	12	12
8 <sup>th</sup> yr. of employment	13	13	13	13
9 <sup>th</sup> yr. of employment	14	14	14	14
10 <sup>th</sup> - 14 <sup>th</sup> yr. of employment	15	15	15	15
15 <sup>th</sup> yr. and on of employment	16	16	16	18
18 <sup>th</sup> yr. and on of employment	16	16	16	20

Part-time employees will receive paid vacations on the above schedule, according to the ratio basis as defined in Article XXI.

1. Employees will receive payment for unused vacation accrued during the last year of service, up to the point of separation.
2. Any employee who has earned more than ten (10) vacation days may take it in segments that are convenient to the employee (i.e. 1 day, 3 days, 2½ days, etc.), to be arranged for through mutual agreement between the employee and immediate supervisor and Superintendent.
3. In case of death, the employee's beneficiary shall receive the due vacation pay. The employee's beneficiary designation shall be on file in his/her personnel file. It will be the responsibility of the employee to keep the designation updated.
4. Choice of vacation time shall be based on seniority with the approval of the immediate supervisor.
5. When an employee on vacation gets injured or becomes ill, he/she will, upon notifying the District, be placed on sick leave with no loss of unused vacation time, providing he/she submits a doctor's certificate of verification.
6. Ten (10) and eleven (11) month employees will take their vacation days during the Christmas, mid-winter or Easter (Spring) school vacation periods when possible. Otherwise vacation days will be worked out between the employee and the immediate supervisor. Twelve (12) month employees will take vacation time during the fiscal year (July 1 through June 30). Vacation will be worked out between the employee and the immediate supervisor. In no event, however, shall the District provide a substitute for any employee on vacation unless specifically authorized by the Superintendent.
7. An employee shall request vacation time at least ten (10) work days in advance for all extended vacations by submitting the proper form in duplicate to his/her immediate supervisor. The employee must be notified within three (3) work days from the date of his/her request of its disposition.

An extended vacation shall mean any duration of time in excess of one (1) day. For vacation time of one-half (½) day or one day, the request should be made far enough in advance unless due to an emergency, to the immediate supervisor on the proper form in duplicate, so as to not cause the District undue inconvenience.

8. A twelve (12) month employee may roll over up to five (5) days of vacation at the discretion of the Superintendent. The five (5) days must be used by December 31 of the subsequent school year. A request for the rollover time must be in writing no later than June 1 of each year. Any and all unused vacation time not rolled over will be paid at the end of the school year.

**ARTICLE XXVI  
AIDES (LIBRARY, A.V., TEACHER)**

1. Aides (Library, A.V., Teacher) will be permitted to attend conferences within the same provisions as covered under Article XXVIII Section 1 of this Agreement.
2. The educational benefit of Article XXVIII, Section 2, is to be extended to include Aides beginning with the 1989-90 school year. Only credits for courses taken after the date (7/1/89) shall count for this benefit.
3. All District aides will be notified of their assignment for the next school year no later than the Monday of the last week of school in June. The District has the right to change the assignment as the need arises.
4. Aides that are required to go to lunch with a student and do not receive their unpaid lunch time during the day shall be paid for that time. The aide shall submit the dates that he/she worked her lunch hour to be with the student at the end of each payroll period to the Business Office.
5. The aide with the most seniority within a building will be offered any extra duties such as supervision as long as their schedule permits. Seniority will be based on years of service in the District.
6. When a bus aide/attendant is requested to report in at a specific time to be an aide on a bus trip, and is told or finds out otherwise that he/she will not be needed at that time, he/she will receive one hour's pay at his/her regular rate of pay for reporting to his/her duty as a bus aide/attendant.

**ARTICLE XXVII  
CAFETERIA**

1. Cafeteria employees will be entitled to one adult meal per day.

**ARTICLE XXVIII  
CLERICAL**

1. **Clerical Attendance at NYSAES Conference**

A member of the NYSAES who has been elected delegate will be permitted to attend the annual conference of the New York State Association of Educational Secretaries during the term of the contract with all normal expenses reimbursed. Other members of NYSAES may also attend this conference with the approval of the Superintendent or his designee, and will be reimbursed for conference expenses up to the limit of the approved conference budget. If funds are not available, personnel may attend this conference at their own expense with the same prior approval of the Superintendent or his designee. Prior approval must be obtained from the immediate supervisor on the conference request form provided by the District Office. Expenses

to be reimbursed will be in compliance with such form. The District reserves the right to disapprove the reimbursement of any expenses considered to be unreasonable or unnecessary. Absences for attendance at conference will not be charged to any leaves, nor will there be any loss of pay.

Any employee (non-teaching) may be authorized to attend any national, state, regional or local conference or workshop with the same provisions as outlined in the above paragraph, and will be granted the time at no loss of pay or leave.

With the approval of the Superintendent or his designee, a local non-teaching clerical employee elected to an office in the NYSAES will be granted additional time off to permit the proper performance of the duties of the office without reimbursement of expense, and without any such absence charged to any leave and at no loss of pay. Each such individual absence shall be arranged for with the immediate supervisor.

Use of school vehicle may be required in lieu of reimbursement for travel expense.

2. **Compensation for Additional Education**

The purpose of gaining additional education is to further our professionalism in the secretarial/clerical field. This shall be done through the PSP Program, College Credits and Degrees, or any other approved education plan. The basic criteria shall be in the passing of a Civil Service Examination for rating and appointment.

Effective 7/1/89, Aides shall be entitled to the benefits of this Article. Only credits for course(s) taken after the date this Article becomes effective for the Aides category shall count for this benefit.

a. **College Credits**

Compensation for college credits, home study or college proficiency examinations shall be at the rate of one percent (1%) of current salary agreement Step 1 of the employee's grade level for three (3) credit hours. Prior to taking a course, the employee must receive approval for the course from the Superintendent of Schools. Courses must have been taken after July 1, 1994, and shall be coursework required to obtain a degree in the employee's work-related field.

The compensation under this section is a reimbursement which is contingent upon the employee providing an official transcript evidencing a passing grade of 80% (B) or higher for each course taken.

b. **PSP Program**

There are five certificates which are issued by the National Association of Educational Secretaries. These certificates shall receive compensation at the following rate, in addition to the current salary agreement:

- a. Basic \$100.00
- b. Associate Professional \$125.00
- c. Advanced \$150.00
- d. Professional \$175.00
- e. Master \$200.00

c. In-Service training

Upon certified completion of each thirty class hours of in-service training, an increment of \$25.00 in addition to the current salary will be granted.

- a. Courses to be taken require prior approval of the Superintendent.
- d. Increments will be given by October 1, for completion of spring and summer semester courses, and by July 1, for completion of fall semester courses.

3. Clerical Work Week and Work Day

- a. The workweek shall be 37½ hours - 7½ hours per day, Monday through Friday, from September 1 through June 30, exclusive of lunch period, when students are present.
- b. When school is not in session, the workweek shall be 32½ hours, 6½ hours per day, Monday through Friday, exclusive of lunch period.
- c. For clerical employees only, the column utilized to determine benefits (sick leave – pursuant to Article XXIII, vacation – pursuant to Article XXV, and paid legal holidays – pursuant to 3d below) will be derived according to the following schedule:

10 Months - 215 days, 7½ hours/day  
 10½ Months - 225 days, 7½ hours/day  
 11 Months - 235 days, 7½ hours/day  
 12 Months - 260 days, 7½ hours/day

d.

LEGAL HOLIDAYS	10 Month Employees	10½ Month Employees	11 Month Employees	12 Month Employees
Labor Day	X	X	X	X
Columbus Day	X	X	X	X
Veteran's Day	X	X	X	X
Thanksgiving Day	X	X	X	X
Day after Thanksgiving	X	X	X	X
Day before Christmas	X	X	X	X

Christmas Day	X	X	X	X
New Year's Day	X	X	X	X
Martin Luther King Day	X	X	X	X
Presidents' Day or Monday of Midwinter Recess if Presidents' Day does not coincide with the Monday of Midwinter Recess.			X	X
Good Friday	X	X	X	X
Memorial Day	X	X	X	X
Independence Day		½	X	X
<b>TOTAL PAID HOLIDAYS</b>	<b>11</b>	<b>11½</b>	<b>13</b>	<b>13</b>

**ARTICLE XXIX  
MAINTENANCE DEPARTMENT**

Work Shifts

The standard workweek shall consist of five (5) consecutive days at eight (8) hours per day, Monday through Friday.

Employees on the second and third shifts will receive one half (1/2) hour paid lunch period.

Informational Purposes Only: As of the 1992-93 school year, all Head Custodians are to be paid on Grade 18 of the salary schedule.

License(s)

An individual employee who, at the direction of the Superintendent, is directed to attend a school/seminar to qualify for a license(s) or certification(s) listed below, as required by the Federal, State and/or County Government(s) in order to perform necessary District duties either in one (1) building or District-wide shall be paid an annual stipend of \$500.00.

- I. Certification - 8-Hour Asbestos Supervisor/Contractor Refresher Training Course  
Asbestos Accreditation Under TSCA Title II 40 CFR Part 763
- II. Certification - Small Water System Operation and Maintenance
- III. Certification - Pool/Spa Operator

Call-In Pay

When an employee is called in for non-shift work, he/she will be guaranteed one (1) hour's pay at his/her regular hourly rate of pay.

**ARTICLE XXX**  
**MAINTENANCE PERSONNEL ATTENDANCE AT THE NYS CHAPTER**  
**AND CENTRAL NYS CHAPTER OF THE NYS ASSOCIATION FOR**  
**SUPERINTENDENT-OF SCHOOL BUILDINGS AND GROUNDS**

A member of the New York State Chapter and/or the Central New York State Association for Superintendent of School Buildings and Grounds, who has been elected delegate, will be permitted to attend the annual conference with all normal expenses reimbursed. Other members may also attend this conference with the approval of the Superintendent or his designee, and will be reimbursed for conference expenses up to the limit of the approved conference budget. If funds are not available, personnel may attend this conference at their own expense, with the same prior approval of the Superintendent or his designee. Prior approval must be obtained from the immediate supervisor on the conference request form provided by the District Office. Expenses to be reimbursed will be in compliance with such form. The District reserves the right to disapprove the reimbursement of any expenses considered to be unreasonable or unnecessary. Absences for attendance at conferences will not be charged to any leaves, nor will there be any loss of pay.

Any employee (non-teaching) may be authorized to attend any national, state, regional or local conference or workshop with the same provisions as outlined in the above paragraph, and will be granted the time at no loss of pay or leave. With the approval of the Superintendent or his designee, a local non-teaching maintenance employee elected to an office in either Chapter will be granted additional time off to permit the proper performance of the duties of the office without reimbursement of expense, and without any such absence charged to any leave and at no loss of pay. Each such individual absence shall be arranged for with the immediate supervisor.

Use of school vehicles may be required in lieu of reimbursement for travel expenses.

**ARTICLE XXXI**  
**TRANSPORTATION DEPARTMENT**

1. "Waiting Time" Pay

When a driver is requested to report in at a specific time to make a bus trip, and then must wait in excess of one-half (1/2) hour, he/she shall be paid for the time spent in waiting, at the rate of his/her waiting time pay.

a. "Waiting Time" Rate:

2007-2008	2008-2009	2009-2010
\$9.70	\$9.70	\$9.70

2. "Show Up" Pay for Bus Drivers

When a driver reports in, when requested to make a trip, and is told or finds out otherwise that he/she will not be needed, he/she will receive one hour's pay at the regular driving rate.

3. "Meal Allowance"

There shall be one meal allowance for each five (5) hour period for any extra trip and waiting period in excess of five (5) hours. A noon-day meal allowance shall be \$6.00 and an evening meal allowance shall be \$10.00.

4. Mechanic Footwear

The transportation mechanics shall be required to wear steel toe protection boots. The District shall reimburse the employee up to \$100 per year for safety boots upon submission of a purchase receipt.

5. Benefits

Part-time Regular Bus Drivers with contracts of four (4) hours per day or more for the entire school year shall receive the following benefits: Sick Leave, Personal Days, Paid Holidays, and Vacation time shall be according to the proration formula for all other eligible part-time employees per Article XXI. Vacation days shall be used only when school is not in session.

6. Snow Days

In no event shall Snow Day closings reduce the scheduled number of work days for those employees whose duties are related to pupil attendance.

7. Leave of Absence

Per Article XVII (as it applies to other employees).

8. Driver Stipend

Effective July 1, 2002, all new bus drivers completing the mandatory 30-hour bus driver course shall receive a one-time stipend of \$50.00.

9. Bus drivers will be entitled to longevity payments in accordance with longevity provisions set forth in Article XXXII General Salary Schedule.

**ARTICLE XXXII  
GENERAL SALARY SCHEDULE**

1. The current hourly rate of pay for all employees shall increase 4.2% exclusive of longevity for each of the contract years: 2007-2008, 2008-2009, and 2009-2010.

The salary schedules for each title for contract years 2007-2008, 2008-2009 and 2009-2010 are set forth in Appendix A.

2. Longevity

- a. All employees with over ten (10) years service in the District shall receive \$1.16 per hour above their scheduled base hourly rate in each of the three years of the contract. The longevity amount is not added to the base hourly rate of the employee when computing the hourly rate for the subsequent year.
  - b. All employees with over fifteen (15) years service in the District shall receive \$1.55 per hour (\$1.16 + \$0.39) above their scheduled base hourly rate in each of the three years of the contract. The longevity amount is not added to the base hourly rate of the employee when computing the hourly rate for the subsequent year.
  - c. All employees with over twenty (20) years of service in the District shall receive \$1.99 per hour (\$1.55 + \$0.44) above their scheduled base hourly rate in each of the three years of the contract. The longevity amount is not added to the base hourly rate of the employee when computing the hourly rate for the subsequent year.
  - d. All employees with over twenty-five (25) years of service in the District shall receive \$2.25 per hour (\$1.99 + \$0.26) above their scheduled base hourly rate in each of the three years of the contract. The longevity amount is not added to the base hourly rate of the employee when computing the hourly rate for the subsequent year.
  - e. Excepted from these payments are substitute bus drivers of the Transportation Department.
3. Any employee who works out of their title will be placed on the Step of the higher classification that is nearest to, but higher than, their current hourly rate.
  4. Any employee who is required to attend school business that goes beyond normal working hours (i.e. conferences, meetings, in-service workshops) shall receive pay, or, if eligible, compensatory time for their services.
  5. Excepted from this provision will be all members of the Clerical Department.

Any employee, except members of the clerical staff, upon certified completion of each thirty (30) class hours of in-service training, a yearly stipend of \$50.00 in addition to the current salary will be granted.

- a. Courses to be taken require prior approval of the Superintendent.
  - b. Payment of earned stipends will be placed into the nearest payroll cycle convenient to the payroll department but will not be unduly delayed.
6. Retroactive pay shall be issued to each employee in the form of a separate check, with the amount of retroactive pay to be separately taxed and so designated on the paycheck received

upon settlement and execution of the contract. The employees are to receive the retroactive pay from the District between 45 to 60 days from the date of the execution of the contract.

### **ARTICLE XXXIII EVALUATIONS**

The Adirondack Central School District and the Adirondack Central School Related Professional Union agree that all unit members shall be evaluated once per year in order for the District and the unit members to have an appraisal of the unit member's job performance.

Unit members shall be evaluated by criteria established by the District in consultation with the Union, excepting bus drivers that shall be evaluated by the NYS Department of Motor Vehicles and NYS Department of Transportation in accordance with their regulations.

A committee shall be established to meet annually prior to August 1 to provide input on criteria for evaluation. The committee shall consist of the Superintendent, two supervisors appointed by the Superintendent, the President of the Union and one other unit member so designated by the President of the Union. The District shall receive the input from the Union, but reserves its management right to finalize the criteria standards for evaluation.

The following procedures shall be followed for evaluation of unit members:

1. The evaluation of twelve month employees will be completed by March 15. The evaluation of ten month and any other employees will be completed by April 15 unless spring break falls during that date, then the time will be extended until five days after the end of spring break.
2. All observations of the work of a member shall be conducted openly and with full knowledge of the member.
3. All evaluations shall be in writing and a copy given to the member within five school days following the evaluation.
4. Each formal observation of a unit member shall be followed by a personal conference between the unit member and his/her evaluator, within ten school days of receipt of the evaluation, for purpose of clarifying the written evaluation report. If the member disagrees with the evaluation, he/she may submit a written response to the evaluation within five school days.
5. Each member, upon his/her employment, or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated.
6. Revisions to the evaluation criteria may occur only once annually and must occur prior to September 1.
7. The Superintendent will meet with the Union at the commencement of the school year (on or before September 15 of the academic year) to notify unit members of the criteria for evaluation and any form prepared for evaluation.

8. The evaluation shall be placed in the unit member's personnel file along with any response to the evaluation by the unit member.
9. The evaluation shall be signed by the evaluator and the unit member. The unit member's signature merely signifies that he/she has received a copy of the evaluation and that they were aware that it will be placed in their personnel file. In no way does a signature indicate agreement or disagreement with the content of the evaluation.
10. The District reserves the right to do additional evaluations of a unit member if he/she receives an unsatisfactory evaluation from his/her evaluator.
11. The unit members will be evaluated in accordance with the following schedule:
  - a. Special Education Aides shall be evaluated once per year by the Director of CSE in consultation with the building principal.
  - b. Teacher Aides shall be evaluated once per year by the building administrator.
  - c. Cleaners and Custodians shall be evaluated once per year by the Director of Buildings and Grounds/Transportation in consultation with the building principal.
  - d. Cafeteria workers shall be evaluated once per year by the School Lunch Manager.
  - e. Mechanics and dispatchers shall be evaluated once per year by the Director of Buildings and Grounds/Transportation.
  - f. Secretaries shall be evaluated once per year by their immediate supervisor.

**ARTICLE XXXIV  
SCHOOL CALENDAR**

A copy of the School Calendar will be provided to each employee by September 1st.

**ARTICLE XXXV  
FIRST AID**

A First Aid Course will be provided by the District once each year to non-teaching personnel. The course will be held on Saturdays or at a time when no employee will be required to take leave from his/her job. The District will pay a fifty dollar (\$50) stipend to all employees completing the course.

Persons having previously completed the First Aid Course will be eligible to retake the course upon expiration of their current certification. Upon certification, a fifty dollar (\$50) stipend will be paid.

**ARTICLE XXXVI  
SAFETY COMMITTEE**

The undersigned parties agree that effective July 1, 1981, a Safety Committee will be formed consisting of the Superintendent or his designated representative and the President of the School Related Professionals Union. The purpose of the Committee is to meet as needed to investigate complaints by employees which may arise regarding alleged unsafe working conditions, to ascertain whether or not such complaints are justifiable, and to provide recommendations and advice as necessary to the Board of Education regarding action to be taken to alleviate such conditions deemed by the Committee to be unsafe and detrimental to the health and safety of employees.

Any actions to be taken or decisions to be made regarding the recommendations and advice of the Safety Committee shall be at the sole discretion of the Board of Education.

**ARTICLE XXXVII  
DURATION OF AGREEMENT**

This contract shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2010.

**FOR THE BOARD:**

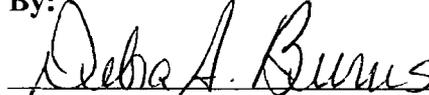
By:

  
\_\_\_\_\_  
PRESIDENT

11-5-09  
\_\_\_\_\_  
DATED

**FOR THE UNION:**

By:

  
\_\_\_\_\_  
PRESIDENT

10-28-09  
\_\_\_\_\_  
DATED

By:

  
\_\_\_\_\_  
SUPERINTENDENT

10-28-09  
\_\_\_\_\_  
DATED



**SALARY SCHEDULES**  
**JULY 1, 2007 - JUNE 30, 2010**

**APPENDIX A**

**Monitor, School Bus Attendant**  
**Grade 6**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$10.77	\$10.87	\$10.97
	<b>2</b>	\$11.12	\$11.22	\$11.33
	<b>3</b>	\$11.14	\$11.59	\$11.69
	<b>4</b>	\$11.16	\$11.61	\$12.07
	<b>5</b>	\$11.18	\$11.63	\$12.09
	<b>6</b>	\$11.20	\$11.65	\$12.12
	<b>7</b>	\$11.22	\$11.67	\$12.14
	<b>8</b>	\$11.24	\$11.69	\$12.16
	<b>9</b>	\$11.26	\$11.72	\$12.18
	<b>10</b>	\$11.28	\$11.74	\$12.21

**Food Service Helper**  
**Grade 7**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$10.81	\$10.91	\$11.01
	<b>2</b>	\$11.16	\$11.27	\$11.37
	<b>3</b>	\$11.21	\$11.63	\$11.74
	<b>4</b>	\$11.26	\$11.68	\$12.12
	<b>5</b>	\$11.32	\$11.74	\$12.17
	<b>6</b>	\$11.37	\$11.79	\$12.23
	<b>7</b>	\$11.42	\$11.85	\$12.29
	<b>8</b>	\$11.47	\$11.90	\$12.34
	<b>9</b>	\$11.52	\$11.95	\$12.40
	<b>10</b>	\$11.58	\$12.01	\$12.46

**Cook**  
**Grade 11**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$12.51	\$12.61	\$12.71
	<b>2</b>	\$12.93	\$13.04	\$13.14
	<b>3</b>	\$13.00	\$13.47	\$13.58
	<b>4</b>	\$13.08	\$13.55	\$14.04
	<b>5</b>	\$13.15	\$13.63	\$14.12
	<b>6</b>	\$13.22	\$13.70	\$14.20
	<b>7</b>	\$13.30	\$13.78	\$14.28
	<b>8</b>	\$13.37	\$13.85	\$14.36
	<b>9</b>	\$13.44	\$13.93	\$14.44
	<b>10</b>	\$13.51	\$14.01	\$14.52



**SALARY SCHEDULES  
JULY 1, 2007 - JUNE 30, 2010**

**APPENDIX A**

**Teacher Aide/Cleaner/Head Cook  
Grade 12**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$12.82	\$12.82	\$12.82
	<b>2</b>	\$13.36	\$13.36	\$13.36
	<b>3</b>	\$13.45	\$13.92	\$13.92
	<b>4</b>	\$13.55	\$14.02	\$14.50
	<b>5</b>	\$13.64	\$14.11	\$14.61
	<b>6</b>	\$13.73	\$14.21	\$14.71
	<b>7</b>	\$13.83	\$14.31	\$14.81
	<b>8</b>	\$13.92	\$14.41	\$14.91
	<b>9</b>	\$14.01	\$14.51	\$15.01
	<b>10</b>	\$14.11	\$14.60	\$15.12

**Office Specialist I  
Grade 13**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$13.32	\$13.42	\$13.52
	<b>2</b>	\$13.78	\$13.88	\$13.98
	<b>3</b>	\$13.88	\$14.35	\$14.46
	<b>4</b>	\$13.98	\$14.46	\$14.96
	<b>5</b>	\$14.09	\$14.57	\$15.07
	<b>6</b>	\$14.19	\$14.68	\$15.18
	<b>7</b>	\$14.30	\$14.79	\$15.30
	<b>8</b>	\$14.40	\$14.90	\$15.41
	<b>9</b>	\$14.50	\$15.01	\$15.52
	<b>10</b>	\$14.61	\$15.11	\$15.64

**Office Specialist II, Laborer/Bus Driver, Dispatcher  
Grade 14**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$13.83	\$13.93	\$14.03
	<b>2</b>	\$14.31	\$14.41	\$14.52
	<b>3</b>	\$14.41	\$14.91	\$15.02
	<b>4</b>	\$14.52	\$15.02	\$15.54
	<b>5</b>	\$14.62	\$15.12	\$15.65
	<b>6</b>	\$14.72	\$15.23	\$15.76
	<b>7</b>	\$14.83	\$15.34	\$15.87
	<b>8</b>	\$14.94	\$15.45	\$15.99
	<b>9</b>	\$15.06	\$15.57	\$16.10
	<b>10</b>	\$15.17	\$15.69	\$16.22



**SALARY SCHEDULES**  
**JULY 1, 2007 - JUNE 30, 2010**

**APPENDIX A**

**Account Clerk**  
**Grade 15**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$14.36	\$14.46	\$14.56
	<b>2</b>	\$14.86	\$14.96	\$15.07
	<b>3</b>	\$14.97	\$15.48	\$15.59
	<b>4</b>	\$15.09	\$15.60	\$16.13
	<b>5</b>	\$15.20	\$15.72	\$16.26
	<b>6</b>	\$15.32	\$15.84	\$16.38
	<b>7</b>	\$15.43	\$15.96	\$16.51
	<b>8</b>	\$15.55	\$16.08	\$16.63
	<b>9</b>	\$15.66	\$16.20	\$16.76
	<b>10</b>	\$15.78	\$16.32	\$16.88

**Custodian, Mechanics Helper/Bus Driver**  
**Grade 16**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$14.89	\$14.99	\$15.09
	<b>2</b>	\$15.41	\$15.47	\$15.61
	<b>3</b>	\$15.52	\$16.06	\$16.12
	<b>4</b>	\$15.64	\$16.18	\$16.73
	<b>5</b>	\$15.76	\$16.30	\$16.86
	<b>6</b>	\$15.87	\$16.42	\$16.98
	<b>7</b>	\$15.98	\$16.54	\$17.11
	<b>8</b>	\$16.10	\$16.66	\$17.23
	<b>9</b>	\$16.21	\$16.78	\$17.36
	<b>10</b>	\$16.33	\$16.89	\$17.48

**Mechanic**  
**Grade 17**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$15.41	\$15.51	\$15.61
	<b>2</b>	\$15.95	\$16.06	\$16.16
	<b>3</b>	\$16.07	\$16.62	\$16.73
	<b>4</b>	\$16.18	\$16.74	\$17.32
	<b>5</b>	\$16.30	\$16.86	\$17.45
	<b>6</b>	\$16.41	\$16.98	\$17.57
	<b>7</b>	\$16.53	\$17.10	\$17.69
	<b>8</b>	\$16.64	\$17.22	\$17.82
	<b>9</b>	\$16.76	\$17.34	\$17.94
	<b>10</b>	\$16.87	\$17.46	\$18.07



**SALARY SCHEDULES**  
**JULY 1, 2007 - JUNE 30, 2010**

**APPENDIX A**

**Cook Manager, Head Mechanic, Head Custodian**  
**Grade 18**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$16.04	\$16.14	\$16.24
	<b>2</b>	\$16.61	\$16.72	\$16.81
	<b>3</b>	\$16.73	\$17.31	\$17.42
	<b>4</b>	\$16.86	\$17.44	\$18.04
	<b>5</b>	\$16.98	\$17.57	\$18.17
	<b>6</b>	\$17.11	\$17.70	\$18.31
	<b>7</b>	\$17.23	\$17.83	\$18.44
	<b>8</b>	\$17.36	\$17.96	\$18.58
	<b>9</b>	\$17.48	\$18.09	\$18.71
	<b>10</b>	\$17.61	\$18.22	\$18.85

**Payroll Clerk**  
**Grade 19**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$16.69	\$16.79	\$16.89
	<b>2</b>	\$17.29	\$17.39	\$17.50
	<b>3</b>	\$17.41	\$18.01	\$18.12
	<b>4</b>	\$17.54	\$18.14	\$18.77
	<b>5</b>	\$17.66	\$18.27	\$18.91
	<b>6</b>	\$17.79	\$18.40	\$19.04
	<b>7</b>	\$17.91	\$18.53	\$19.18
	<b>8</b>	\$18.04	\$18.66	\$19.31
	<b>9</b>	\$18.16	\$18.79	\$19.45
	<b>10</b>	\$18.29	\$18.92	\$19.58

**Bus Driver**

		<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Step</b>	<b>1</b>	\$12.88	\$13.28	\$13.68
	<b>2</b>	\$13.00	\$13.42	\$13.84
	<b>3</b>	\$13.13	\$13.55	\$13.99
	<b>4</b>	\$13.24	\$13.68	\$14.12
	<b>5</b>	\$13.37	\$13.80	\$14.25
	<b>6</b>	\$13.48	\$13.93	\$14.38
	<b>7</b>	\$13.61	\$14.05	\$14.52
	<b>8</b>	\$13.72	\$14.18	\$14.64
	<b>9</b>	\$13.85	\$14.30	\$14.78
	<b>10</b>	\$13.92	\$14.43	\$14.90

