



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Southwestern Central School District and Southwestern Central School Non-Instructional Unit 6312, CSEA Local 1000, AFSCME, AFL-CIO, Local 807 (2008) (MOA)**

Employer Name: **Southwestern Central School District**

Union: **Southwestern Central School Non-Instructional Unit 6312, CSEA, AFSCME, AFL-CIO**

Local: **807, 1000**

Effective Date: **07/01/2008**

Expiration Date: **06/30/2011**

PERB ID Number: **6247**

Unit Size: **87**

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Collective Bargaining Agreement

GEN/6247

by and between



Local 807 Unit 6312

and the

Southwestern Central School District

July 1, 2008 through June 30, 2011

2008-2009 - 87 employees
2009-2010 - 87 employees
2010-2011 - 77 employees

Index

Title	Page
Appointment Notices	18
Dues Deduction	3
Duration of Contract	28
Evaluations	27
General Provisions	25
Grievances	23
Grievance Procedure	23
Health Insurance	9
Buy-Out Provision	11
Flexible Benefits	12
Holidays	13
Leaves	14
Death - Immediate Family	15
Death - Others	15
Illness - Immediate Family	15
Jury Duty	17
Personal Business	17
Sick Leave	14
Sick Leave - Posting	16
Unauthorized Absence	18
Union Business	26
Legislative Action	28
Longevity Increments	26
Preamble	2
Probation	18
Recognition	3
Retirement	18
Rights of CSEA	4
Employees	5
Employer	5
Salary	6
Custodial	6
Library Clerk	6
Monitors	6
Teacher Aides	6
Transportation	6
Typist (10-month)	6
Steno/School Secretary	6
Nurses	6
Seniority	18
Tuition	28
Vacations	14
Workshops	23

Preamble

It shall be the public policy of the Southwestern Central School District and the purpose of the Agreement to promote harmonious and cooperative relationships between the Southwestern Central School District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the school. This Agreement is made between the Southwestern Central School District, hereinafter referred to as the "Employer", and Southwestern Central School Unit 6312, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "CSEA".

Article I

Recognition

The Board of Education of Southwestern Central School District, upon receipt of written proof of membership of more than 50% of eligible non-teaching personnel, shall recognize the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive Bargaining Agent for non-teaching personnel in the Southwestern School District.

Those persons included in the Unit for negotiating purposes are as follows:

- a. Clerical staff of the School District
- b. Custodial and Maintenance staffs of the School District
- c. Garage, Bus Driver staff and School Bus Attendants of the School District
- d. Cafeteria Monitors of the School District
- e. Teacher Aides of the School District
- f. Central Processing Library Clerks of the School District
- g. Nurses*
- h. Microcomputer Technical Assistant

The following specified non-instructional positions will be excluded from the Southwestern Central School District Unit 6312, Civil Service Employees Associations, Inc., Local 1000, AFSCME, AFL-CIO:

- a. Secretary to Superintendent
- b. Secretary to School Business Administrator
- c. Supervisor of Transportation
- d. Superintendent of Buildings and Grounds
- e. All other central office employees

*** As of February 4, 2009, the Nurses were decertified from this bargaining unit pursuant to their petition to NYS PERB. All references to Nurses in this Agreement are hereby declared null and void as of February 4, 2009.**

The non-teaching personnel affirm that they do not assert the right to strike against the Employer, and they shall not cause, instigate, encourage or condone a strike, or concerted stoppage of work or slowdown by the employees.

Article II

Dues Deduction

Section 1. The Board of Education agrees to withhold organizational dues as specified by the employee and requested, in writing, as follows:

"I _____, do hereby authorize the Southwestern School Board to withhold from my

salary or wages organizational dues as indicated below in the amount and at the rate specified and to transmit same to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. I hereby release the Southwestern School Board and its officials from any responsibility concerning the use or application of said dues once they have been transmitted to the designated organization. This authorization shall take effect at the next regular payment of salary or wages occurring five days subsequent to the date of filing the authorization with the Employer, provided that this authorization must be filed by September 15 to be effective during the second semester. This authorization shall remain in effect until receipt of a signed revocation."

Section 1.a. Bargaining Unit employees who were Union members on June 1, 1986, will either remain as Union members or pay an agency fee equivalent to Union dues. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

The Association agrees to indemnify the Southwestern Central School District Board of Education and hold it harmless against any and all suits, claims demands and liabilities that may arise out of or by reason of any action that may be taken by the Board of Education for the purpose of complying with the provisions of such deductions as are herein set forth or in reliance upon any authorization card or list relating thereto which is furnished to the Board of Education by the Association.

Section 1.b. Dues shall be deducted at an equal amount of twenty-one (21) pay periods per year commencing with the first pay period in September of 1981.

Section 2. Board minutes of meetings held subsequent to July 1, 1970 and in which reference is made to the names, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit, shall be provided for the CSEA upon their request.

Article III

Rights of CSEA

Section 1. The CSEA shall have a sole and exclusive right with respect to other employees' organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own

affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

Section 2. On the effective date of this Agreement, the Employer shall supply to the Unit President a list of all employees in the Bargaining Unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deduction (for CSEA sponsoring insurance), and the first date of employment. Such information shall thereafter be provided to the Southwestern Central School District on an annual basis.

Section 3. Four (4) copies of the Board agenda will be sent to the CSEA President two (2) days before a Board meeting. Minutes of the Southwestern Central School District Board of Education shall be given to the Unit President upon finalization/adoption.

Article IV

Rights of Employer

Section 1. Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the function of the Employer.

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

Article V

Rights of Employees.

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

Section 2. An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance, subject to approval of the employee, to all such proceedings and must be informed of any decisions surrounding the case.

Article VI

Salary and Wages

Section 1. Effective July 1, 2008 and for the duration of this contract, starting salaries shall be those referenced in Section 3 of Article VI, below.

Section 2.

- a. Effective July 1, 2008, each employee's annual salary or hourly rate in effect on June 30, 2008 shall be increased by 3.75%.
- b. Effective July 1, 2009, each employee's annual salary or hourly rate in effect on June 30, 2009 shall be increased by 3.85%.
- c. Effective July 1, 2010, each employee's annual salary or hourly rate in effect on June 30, 2010 shall be increased by 3.9%.

Section 3.

Starting Salary Schedule

	08 - 09 3.75%	09 - 10 3.85%	10 - 11 3.9%
Cleaner	\$10.08	\$10.47	\$10.88
Custodian	\$10.73	\$11.14	\$11.57
Groundskeeper	\$11.04	\$11.47	\$11.92
Building Maintenance Mechanic	\$11.54	\$11.98	\$12.45
Auto-Mechanic II	\$11.64	\$12.09	\$12.56
Head Custodian	\$11.67	\$12.12	\$12.59
Bus Drivers	\$10.97	\$11.39	\$11.83
Monitors	\$ 9.43	\$ 9.79	\$10.17
School Bus Attendant	\$ 9.74	\$10.11	\$10.50
Library Clerk & Teacher Aides	\$ 9.78	\$10.16	\$10.56
Media Center Assistant	\$ 9.98	\$10.36	\$10.76
Ten-Month Typist	\$10.18	\$10.57	\$10.98
Ten/Eleven/Twelve-Month Stenographer/School Secretary	\$10.74	\$11.15	\$11.58
A.V. Aide	\$11.36	\$11.80	\$12.26
Pupil Services Assistant			
Nurses	\$13.43		
Microcomputer Technical Assistant Eleven-Month	\$39,473	\$40,993	\$42,592

Adjustments

If an employee moves from a lower rated job classification to a higher rated job classification, he/she shall be compensated in the following manner: his/her current rate of pay plus the difference between the starting salary for the two (2) job titles in question.

Section 4. Appropriate notices must be given at least five (5) days in advance of any changes in shift or work week except in case of emergency.

Section 5. An employee may be excused from overtime duty if he/she presents a reason, satisfactory to the supervisor, with his/her request to be excused.

Section 6. Bus drivers, monitors, and teacher aides, and nurses, are hereby guaranteed that their wage schedule for a school year shall not be less than their hourly rate times annual hours worked in the calendar for pupil attendance adopted by the Board of Education prior to the commencement of the school year.

Section 7. All pay will be in accordance with the per hour rate times the hours worked, payment to be made in accordance with the school calendar. This will include all ten (10) month employees, (bus drivers, monitors, teacher aides, and nurses).

The ten (10) month secretarial personnel will be paid in accordance with the above regulations, i.e., hours worked times number of days within yearly school calendar times rate per hour, plus additional time before school begins and after school ends, to be calculated as a total salary and then divided by the number of pay periods contained within that particular school year. This will provide a payroll in accordance with the payroll schedule adopted for the school year, developed July 1 for the succeeding school year. (Additional days, Article IX, Section 2)

Section 8. Effective July 1, 1990, each ten (10) month employee (excluding 10-month Bus Drivers), who does not now have the benefit of receiving his/her annual salary in equal installments throughout his/her work year shall have the aforementioned salary divided by the number of pay periods in his/her work year and distributed to the employee in an equal dollar and cent amount each pay period of that work year. Adjustments for any days off shall be made in the first paycheck immediately following the days off. Any further adjustments which must be made, due to irregularities in employment, scheduling, etc., shall be made from the last paycheck of the year.

Section 9. Each ten (10) month employee, excluding bus drivers, shall designate, on or before the opening day of school, one (1) of the following payment plans which will remain in effect throughout the employee's school year.

The annual salary will be divided into twenty-six (26) equal payments. The annual salary will be divided into twenty-one (21) equal payments. Those employees not specifying either option will be paid in twenty-one (21) installments.

Section 10. Time and a half rates will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Notwithstanding the foregoing, however, in the

event an alternative work schedule is developed and agreed upon between both parties to this Agreement, which alternate schedule provides for working longer hours per day and fewer days per week, the parties agree to waive the foregoing overtime payment provision.

Section 11. All employees who are called out for extra emergency work shall be compensated a minimum of two (2) hours per day.

Section 12. For determining eligibility for overtime pay, holidays and vacations not worked shall be credited as days worked for the purpose of computing overtime pay.

Section 13. With the mutual consent of the employee and supervisor, a scheduled work shift shall not be curtailed because of early call out.

Section 14. If an employee is assigned to perform work in a job classification which is higher than his/her own for a consecutive period of three (3) working days or more, he/she shall be paid pursuant to the following calculation: his/her current rate of pay plus the difference between the starting salaries for the affected positions for all time worked in such classification.

Section 15. If an employee is assigned to perform work in a job classification which is lower than his/her own, he/she shall continue to be paid at his/her own present rate of pay.

Section 16. All part-time employees (defined as individuals working less than twenty (20) hours per week), as well as all full-time employees who have not completed one (1) year of service prior to July 1st of any particular year, shall not be entitled to any changes in their job salary until reaching their first anniversary of employment.

Section 17.

a. **Transportation** - New employees of the Transportation Department, required to complete the School Bus Basic Course (30 clock hours) and who are hired on or after August 4, 2001 as a full-time, part-time, or substitute employee, will be reimbursed at their hourly rate at the time of hire. In order to receive payment, the employee must submit a certificate of completion and have completed no less than 100 hours or 90 work days for the District.

b. Each Bus Driver and Bus Attendant shall be paid for all time spent in the following 19-A activities: Annual physicals, driving tests, physical performance tests and refresher courses.

Section 18. School Nurse Continuing Education Units - The District shall reimburse the cost of licensing and blood borne pathogen training for the school nurse to a maximum of \$250.00 during the term of this agreement. If any additional course work, workshops or seminars are required to retain a certification or license, the District will review such requirements and may pay for additional work if the total cost does not exceed \$50.00 above the \$250.00 allocation.

Section 19. Effective July 3, 2009, the following positions shall be full-time, twelve-month positions, with the applicable benefits:

- One Elementary School Secretary/Stenographer
- One Middle School Secretary/Stenographer
- One High School Secretary/Stenographer (currently twelve-months)

Should the current employees holding these positions leave District employment for any reason, there is no obligation for the District to continue these as full-time, twelve-month positions. Should circumstances require reductions in positions and/or number of hours worked, this provision will automatically be reopened for further negotiations by the parties to this Agreement.

Article VII

Insurance

Section 1. Health Insurance

1. The School District agrees to participate in a joint contributory health insurance program with all employees of the School District.
2. The joint contributing percentage rate will be as follows:

i) Individual:	Board - 100%	Employee - 0%
ii) Family:	Board - 85%	Employee - 15%
3. Effective July 1, 1991, CSEA Members are covered by the Chautauqua County School Districts Medical Benefits Plan. (1) In addition, the drug rider program currently offered by the Chautauqua County School Districts Medical Benefits Plan shall be granted the CSEA Bargaining Unit. (2) No other rider shall be granted to CSEA which is not already enjoyed by CSEA.
4. The employee's share of the premium will be deducted in twenty-six (26) equal payments from the salary of twelve (12) month employees and in twenty-one (21) equal payments from the salary of ten (10) month employees.
5.
 - a) Major medical coverage shall be provided as per the Contract for Chautauqua County School Districts Medical Plan.
 - b) Effective July 1, 2006, the major medical deductible will change to \$100-single, \$200-family.
6.
 - a) The employee will be responsible for a **Ten Dollar (\$10.00)** co-pay on the prescription drug option of the Chautauqua County School Districts Medical Benefit Plan for generic drugs and a **Twenty Dollar (\$20.00)** co-pay for name brand drugs, **without rollback and including step therapy.**
 - b) Effective July 1, 2006, the rollback provision of the prescription program will be eliminated.

7.

a) Effective with an open enrollment period (to be determined by the parties) in the fall of 2004, a POS Plan will be available through the Chautauqua County School District's Medical Health Plan to all employees at their option. The POS plan will be based on a \$7.00 generic and \$15.00 name brand drug card. Joint contributing percentage rate will be as follows:

Single:	Board - 80%	Employee - 20%
Family:	Board - 80%	Employee - 20%
Two-Person:	Board - 80%	Employee - 20%

b) Effective with an open enrollment period (to be determined by the parties) in the fall of 2004, in addition to the POS Plan being offered by the District, the District would also offer a PPO Plan through the Chautauqua County School District's Medical Health Plan as an option to CSEA members. The PPO Plan will be based on a \$7 generic/\$15 name brand drug card. Joint contributing percentage rate will be as follows:

Single:	Board - 80%	Employee - 20%
Family:	Board - 80%	Employee - 20%
Two-Person:	Board - 80%	Employee - 20%

8. For those employees hired by the Board of Education subsequent to October 22, 1990, the annual contribution of the Board of Education to the Health Insurance Plan shall be limited as follows:

	Year One Dist/Individual	7/1/05-6/30/06 Dist/Individual	7/1/06-6/30/07 Dist/Individual	7/1/07-6/30/08 Dist/Individual
Family Plan	70% / 30%	75% / 25%	80% / 20%	85% / 15%
Single Plan	62% / 38%	69% / 31%	77% / 23%	85% / 15%

The employee shall assume all applicable health insurance costs in excess of these amounts on a monthly basis for the term of this Agreement.

9. For those employees hired by the Board of Education subsequent to the ratification date of this agreement, the annual contribution of the Board of Education to the Health Insurance Plan shall be 80% paid by the Board, 20% paid by the employee regardless of level of plan (individual, 2-person or family). The employee shall assume all applicable health insurance costs in excess of these amounts on a monthly basis for the term of this Agreement.

Section 2 Retirement

1. Those retirees age 55 years old and older, who are employed by the District for a minimum of ten (10) consecutive years immediately preceding their retirement at, or subsequent to age 55, and who are eligible to retire under the terms of the New York State Employees Retirement System, or who would have been eligible to retire under the New York State Employees Retirement System, had they elected to participate in the Retirement System, shall be entitled to participate in the District Health Insurance Plan

for the same classification they enjoyed for the twelve (12) months immediately preceding their retirement, pursuant to the following formula:

The Board agrees to pay fifty percent (50%) for the individual retiree classification or forty percent (40%) for the family classification for the retiree.

2. Employees intending to retire shall have the option of A or B below, effective July 1, 2004:

Option A: The existing rights set forth in Section 2(1) of this Article; or

Option B: Any person first or second year eligible to retire under the provisions of the New York State Employees Retirement System without penalty (or any person eligible to retire under the provisions of the NYSERS with penalties who so chooses to retire) who notifies the District on or before January 1st of the year of the proposed retirement that they will retire no later than the end of the school year they became eligible, shall receive 100% of the District paid health insurance until the said member reaches his/her 65th birthday. Thereafter, the member may continue in the health insurance plan at his/her own expense.

Employees who have a spouse who is eligible for District Health Insurance, must adhere to the following requirements if he/she selects Option B:

- (1) Only one person can have family coverage.
- (2) If the retiree selects family coverage, the spouse if still actively employed must drop his/her coverage until he/she is eligible to select either Option A or Option B at the time of the retirement.

For the years ending June 30, 2005 and 2006, any current member eligible to retire under the provisions of the NYSERS may apply for Option B set forth above. This clause will sunset after June 30, 2006, and thereafter only member's first or second year eligible to retire may so apply.

Section 3. Vision Care Plan

The District shall provide optical coverage as contained within Chautauqua County School District's Medical Health Plan (Vision Plan B) with an open enrollment period to be determined by both parties.

The joint contributing percentage rate for such coverage will be:

Single	Board - 80%	Employee - 20%
Family	Board - 80%	Employee - 20%

Section 3. Option in Lieu of Health Insurance

a. Employees who qualify for Health Insurance, may elect not to enroll in the District's Health Insurance Coverage Plan or to resign from the District's Health Insurance Coverage Plan and in consideration therefore shall receive a payment upon proper notice given to the District by March 31st of the preceding year as detailed below:

Current Employees

1. Single Dropping Coverage	\$500.00/year
2. Family Dropping Coverage	\$700.00/year
3. Family Downgrade to Single then drop	\$500.00/year \$200.00/year

New Employees

1. Declining Coverage	\$600.00/year
-----------------------	---------------

Effective July 1, 1996, the monies referenced under Current Employees 1-2-3 and New Employees 1 will be prorated for the part of the year insurance coverage was not provided.

Re-entry into Plan at any time if circumstances beyond the control of the employee are present pursuant to the rules of the Chautauqua County School District's Medical Benefit Plan.

b. Payment for those Exercising Option:

1. Active employees only are eligible for payment.
2. Employees electing this option shall have the following choices:
 - a. Payment shall be made by separate check on the last regular pay day of each year; or
 - b. Payment directly into the 125 Flexible Benefits Plan as found in Article VIII of this Agreement; or
 - c. The employee may elect a combination of a and b above

c. Pre-existing Conditions: Health care coverage will resume according to the provisions of the Chautauqua County School District's Medical Benefit Plan subject to the pre-existing rules of the Chautauqua County School Districts' Medical Benefit Plan.

An employee hired by the District on or after July 1, 1994 would not be eligible for the option provided in this section if his/her spouse is currently employed by the District and maintains family coverage through the District.

Article VIII

Flexible Benefits Plan

Section 1. The District shall be responsible for the administrative cost of the Flexible Benefits Plan. The District in its sole discretion shall make the decision as to the administrator of the Flexible Benefits Plan.

Section 2. For the 2008-2009 plan year (October 1, 2008 through September 30, 2009), the District will contribute \$175.00 for each employee in the bargaining unit who is also eligible for health insurance to a Flexible Spending Account for any medical, dental, optical, prescription, or related unreimbursed medical expenses incurred during the 2008-2009 plan year as provided for in the Flexible Spending Account 125 Plan. In subsequent plan years, the District will contribute \$250.00 in the 2009-2010 plan year, and \$300.00 in the 2010-2011 plan year to the Flexible Spending Account to such employees. Eligible employees may elect to purchase dental insurance through the District by utilizing the aforementioned District contributions toward the Dental Insurance premium in lieu of the Flexible Spending Account and by paying the balance of such Dental Insurance premium.

Article IX

Holidays

Section 1. All offices and departments of the Board of Education shall be closed, as the Board adopted calendar determines, on the following holidays, except as the Superintendent of Schools may determine such closing to be contrary to the best interest of the Board:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24
July 4	Christmas Day
Labor Day	December 31

Employees employed on the calendar month basis and full-time hourly rate employees shall be granted those holidays without loss of pay, provided the employee worked the normally scheduled workdays immediately preceding and following each holiday. Employees absent for verified personal illness, paid vacation, personal leave or for other reasons acceptable to the District Superintendent of Schools, on either day immediately preceding or following each holiday, will be considered as having worked those days for the purpose of determining eligibility for holiday pay.

Holiday pay shall not be paid to laid off employees.

Employees required to work on a holiday, shall be paid for that holiday. Additionally, they shall receive one and one-half times his/her regular rate of pay for all time worked on said holiday(s).

Section 2. Ten (10) month office employees shall work the five (5) work days before school opens and the five (5) working days after school closes and the days school is in session only, with the exception of teacher conference days which shall be considered regular work days.

Nurses shall be paid for all summer work performed at the request of their supervisor or the Athletic Director **through the date of decertification, February 4, 2009.**

Section 3. Twelve (12) month office employees shall be governed by the regular agreement.

Article X

Vacations

For all employees on a twelve (12) month basis, the vacation schedule is as follows:

Section 1. Upon completion of one (1) year with the School District, an employee is entitled to one (1) week's vacation. Employees hired in the midst of a fiscal year will receive a prorated vacation during their first year of employment (e.g., an employee hired on January 1 will receive a vacation allocation of two and one-half (2 ½ days).

Section 2. After three (3) years of work, an employee will receive two (2) weeks vacation. An employee will receive one (1) bonus vacation day per year after three (3) years of work up to total maximum vacation period of twenty (20) working days.

Section 3. After fifteen (15) years of work, an employee shall receive one (1) additional day vacation.

Section 4. After twenty (20) years of work, an employee shall receive one (1) additional day vacation.

Section 5. Personnel who have worked for the District at least five (5) years on a part-time or ten (10) month basis, will, if employed on a full-time twelve (12) month basis, receive vacation credit prorated according to the amount of actual time worked prior to being placed on a twelve (12) month full-time basis.

Section 6. When the School System is officially closed due to unusual snow conditions or other emergency situations, the regular rates of compensation will be paid to all employees. Those whose services are required shall have such time added to their vacation entitlement.

Section 7. In the event of termination, death, or retirement, an employee or his/her beneficiary shall receive all unused vacation days at the rate of pay he/she was receiving when one of the above events occurred.

Section 8. Employees will be allowed to accumulate up to fifteen (15) vacation days past the current twelve (12) months for an additional three (3) months for a total of fifteen (15)

months, said vacation days to be taken at the rate of pay applicable when the vacation days were accrued, and not the rate of pay applicable when the vacation days are taken.

Article XI

Leaves

Section 1. Each employee shall receive leave days at the beginning of each school year for the purpose of sick leave and personal leave subject to the following:

- a. Twelve (12) month employees shall receive 14 days.
- b. Eleven (11) month employees shall receive 13 days.
- c. Ten (10) month employees shall receive 12 days.

For **both** ten (10), eleven (11) and twelve (12) month employees, this leave will be accumulative to two hundred (200) days. This increase in accumulation above the previous levels shall be gained only from sick days earned and credited and not used subsequent to July 1, 1990.

Section 2. Sick leave will be allowed for personal illness, or sickness or death in the family, subject to the following restrictions:

a. For acute illness in the immediate family* as defined below, not more than ten (10) days may be charged to sick leave annually by ten (10) month employees, not more than eleven (11) days may be charged to sick leave annually by eleven (11) month employees, not more than twelve (12) days may be charged to sick leave annually by twelve (12) month employees. For purposes of this Section, acute illness shall be defined as any episodic incidence of illness or injury to a family member that would not ordinarily be covered by the Family Medical Leave Act (FMLA).

b. All employees covered by this Agreement shall be covered by the same terms as enunciated in the Family Medical Leave Act (FMLA) and shall be allowed to use any sick leave standing to their credit to offset time spent on FMLA qualifying events thus securing pay to continue while on FMLA leave. Thereafter, in the event an employee does not have enough accruals to cover such leave, they shall be allowed the balance not to exceed twelve (12) weeks per event as unpaid leave in accordance with the provisions of the Family Medical Leave Act.

c. For death and funeral in the immediate family* as defined below, not more than ten (10) days for any one death is chargeable against sick leave.

d. For death and funeral of family members other than members of the immediate family* as defined below, not more than two (2) days be charged to sick leave annually.

*"immediate family" is interpreted as husband, wife, child, step-children, sister, brother, father, mother, mother-in-law, father-in-law, grandparents, hrothers-in-law, sisters-in-law, son-in-law, daughter-in-law and grandchildren, regardless of place of residence, and, in

addition, any other member of the family unit living in the same household, no matter what the degree of relationship.

e. **Sick Leave Donation Program.** Sick leave days are to be solicited by the Union on an ad hoc basis when needed by a seriously ill bargaining unit member or one who qualifies for Family and Medical Leave Act leave. The employees can be asked at that time if they wish to donate their sick leave days to assist a fellow employee. The use of sick leave donation days shall be subject to the following criteria:

1. An employee must be a permanent employee of the District;
2. An employee must be seriously ill, defined as an illness or recovering from an injury lasting greater than 15 days, or has a child or spouse with an illness or recovering from an injury lasting greater than 15 days.
3. An employee must have exhausted his/her own sick, personal, and vacation leave balances, and must be out of work for 7 unpaid calendar days before qualifying for the sick leave donation program.
4. A request to utilize sick leave from the sick leave donation program must be accompanied by a valid doctor's statement indicating that the employee is seriously ill, cannot perform his or her job duties, and when it is anticipated that the employee will return to work. If it is the spouse or child that is ill or injured, the valid doctor's statement must indicate that the patient is seriously ill, and when it is anticipated that the employee will return to work.
5. The maximum number of sick leave days an employee may donate in any given solicitation is two (2) days per employee per instance. If the seriously ill employee uses all sick leave days that have been donated and still otherwise qualifies for donated days, he or she may re-apply for additional donations, however, only those employees who have not already donated the maximum two (2) days may donate up to the maximum two (2) days per employee per instance.
6. If it is the employee that is ill or injured, the employee must be off work for an off-the-job injury.
7. The donation must be in writing, dated and signed by the donating employee.
8. In no way may an employee use such donated time to be out of work for more than three (3) months, total or consecutive, including time unpaid and where accruals are used. This time may go beyond the school year in which the qualifying illness or injury first occurred but must be the same occurrence.

The process associated with the sick leave donation program shall be administered by the Union, shall not constitute a past practice, and is not subject to the contractual grievance procedures. Upon receipt of notification of sick leave donations, written donation forms dated and signed by the donating employee(s), and the applicable doctor's statement, the District will make the designated sick leave transfers, adjusting each participating

employee's accruals as indicated on the information provided by the Union in order of date signed by the donating employee and as they are used. All donated time will be credited to the absent employee as needed and until no longer needed. The Union shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick leave donation program.

Section 3.

- a. Effective January 1, 1992, prospectively only, sick leave shall be accrued at the beginning of the employee's work year (September 1st for ten (10) month employees, and July 1st for twelve (12) month employees).
- b. Effective January 1, 1992, prospectively only, all employees currently on the role shall be credited with six (6) days as of January 1, 1992 recognizing the sick days to be earned for the period January 1, 1992 to and through June 30, 1992.
- c. Based on the aforementioned effective dates, the parties agree that this method of accruing sick leave is prospective only, and fully recognize the past method of accruing sick days as proper under the terms of the contract, and further agree that there shall be no challenge of prior accruals on method of crediting same.
- d. A listing of the sick leave status of each employee shall be made annually during the month of October. The listing will be given to the President of the Southwestern Unit, Civil Service Employees Association, Inc., or his/her delegated representative.

Section 4. Personal Leave

- a. Personal leave is defined as absence from regular employment to take care of matters that normally cannot be transacted outside of the regular working day.
- b. Each school year, up to three (3) personal leave days can be used for personal business. With respect to the days requested, the arrangements shall be made to take into account the needs of the employee's assignments and school responsibilities. In each instance, the employees will complete the appropriate request form and secure the approval of his/her department supervisor and submit the approved request to the Office of the School Superintendent.
- c. When personal leave will not occupy the entire school day, employees are encouraged to arrange with their supervisor for partial leave.
- d. Any day of the school year can be requested for personal leave except for the first and last day of the school year and days immediately preceding and following the legally prescribed holidays and vacation periods. Exception to this policy shall be granted only upon approval of the supervisor.
- e. Five (5) days or more advance notice on the use of personal leave days shall be given to the supervisor, whenever possible. When advance notice cannot be given

because of emergency, the procedure to be followed is that established for reporting sickness, except the permission must be secured personally from the supervisor.

f. Division supervisor is to be construed as the Director of Transportation, the Superintendent of Buildings and Grounds and the Building Administrator for the clerical employees.

Section 5. Employees required to do jury duty will be paid the difference between the pay they will be receiving as jurors and that to which they would regularly be entitled. This time will not be deducted from sick leave time.

Section 6. In case employees are required to be in court to testify for others, this time will be paid as sick leave provided sufficient sick leave has been earned.

Section 7. Days absent as the result of an accident while on the job, whether or not the accident is covered by Worker's Compensation, will be deducted from the employee's sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

Section 8. Persons unable to come to work due to sickness should make every effort to call in well in advance (at least one-half (1/2) hour) in order that a substitute may be obtained. A person who fails to call in will receive no pay for the time he/she is absent.

Section 9. Unauthorized Absence - Any employee absent from work for more than four (4) consecutive work days in a school year for reasons other than provided for in this Agreement and without permission of the Superintendent or the employee's immediate supervisor, will be subject to immediate termination.

ARTICLE XII

RETIREMENT

Section 1. The District agrees to provide employees covered by this Bargaining Agreement a retirement plan known as a 75i in addition to the 41-j rider, the effective date for the 75i to be determined by the New York State Employees Retirement System.

ARTICLE XIII

PROBATION

Section 1. Probation will be governed by Civil Service Law.

Section 2. Employees already in the employ of the District but who transfer to a new area or receive a promotion will serve an eight (8) week probation period. If, during that time, they are discharged from the new position, they shall retain the right to return to the position held prior to transfer or promotion.

ARTICLE XIV

SENIORITY

Section 1. Jobs that become available in the District and which are applicable to non-teaching employees shall be posted for a period of five (5) working days. The notice posted shall include a description of the job including salary range and hours to be worked, and copies shall be given to the President of the Southwestern Unit CSEA or his/her designated representative.

Those employees who wish to apply for the vacant position shall do so by notifying the Superintendent of Schools in writing prior to the close of business on the fifth (5th) working day noted above.

Section 2. The Board of Education will make every effort to fill all vacant positions from the ranks of qualified personnel employed by the School District, if such apply for the position. If other qualifications are equal, seniority will be given priority provided implementation of this provision does not conflict with existing Civil Service rules and regulations.

The intent is to place the most qualified candidate in the position that is vacant.

Section 3. Definition. Departmental seniority is defined as length of continuous service within a department. An employee's seniority standing shall be determined by his/her first day of employment within each successive department. If an employee transfers from one department to another, he/she shall retain, but not accumulate, seniority in the department from which transferred.

Section 4. Determination of Departments. The following list shall constitute the departments referred to above:

DEPARTMENT	JOB TITLE
Maintenance	Maintenance
	Custodian
	Cleaner
	Head Custodian
	Custodial Groundskeeper
Transportation	Mechanic II
	Auto Mechanic Helper
	Bus Driver
	School Bus Attendant
Secretarial	Twelve Month Stenographer/School Secretary
	Ten Month Stenographer/School Secretary
	Ten Month Typist
	A.V. Aide (when current incumbent

	leaves this position it will be moved to Technology Section)
Teacher Aide	Teacher Aide
	Library Clerk
	Monitor
	Media Center Assistant
Nurse	Nurse
Technology	Microcomputer Technical Assistant

Section 5.

a. The District and the Association shall jointly agree on the Seniority List as of the date of this Agreement, and annually thereafter, but no later than thirty (30) days after the beginning of the School Year. The district shall provide the Association with a tentative Seniority List, which Seniority List, if not challenged by the Association within thirty (30) days of receipt, shall become the Seniority List in effect for the ensuing twelve (12) months, except for changes due to new hires or terminations. The effective date of employment as determined by the Board of Education action shall be the sole determinative of Seniority.

b. The parties agree that notwithstanding any other provisions of this Agreement, these provisions concerning Seniority shall not be subject to the grievance procedure or binding arbitration.

Section 6. Layoff and Recall Procedure. If layoff occurs within the Southwestern School District, the employee(s) with the least seniority within the affected department(s) shall be the first to be laid off if the remaining employees possess sufficient fitness and ability to perform the duties of the positions which are retained.

If an employee has been laid off in accordance with the procedure indicated above, he/she may exercise his/her seniority to displace an employee with less seniority than he/she, in any department in which he/she maintains a position on the master seniority roster.

Recalls shall be in inverse order of layoff, except as efficient and continuous operations may require rehiring employees having special skills, experience or ability. The above sentence contemplates that the Employer may encounter a situation in which special skills are required to make the facilities operational before other employees could, in fact, resume their duties.

Section 7. Retention and Loss of Continuous Service.

- a. Continuous service includes only those periods when an employee is on the Employer's payroll and those periods when an employee is:
 - (1) On an authorized leave of absence
 - (2) On a layoff of less than one (1) year.

(3) Absent from, and unable to perform the duties of his/her position by reason of a disability resulting from an occupational injury or disease incurred while performing his/her duties at Southwestern.

(4) Such other periods of service, if any, as the Civil Service law requires to be treated as part of the employee's continuous service.

b. An employee will forfeit his/her seniority in the following instances:

(1) He/she voluntarily terminates his/her employment.

(2) He/she is discharged for just cause.

(3) He/she is laid off for a period in excess of one (1) year.

(4) He/she is absent without cause or satisfactory explanation for a period of five (5) working days or more.

(5) He/she fails to accept a recall within five (5) working days after receiving proper notification by certified mail.

(6) If he/she accepts other employment while on an authorized leave of absence or sick leave.

(7) He/she fails to notify the Employer of any change in address or availability to perform service while on layoff.

Section 8. Miscellaneous Provisions.

Employees hired or appointed on the same date will be ranked alphabetically by the hiring official.

Section 9. Transportation Department.

a. Definitions

For purposes of this Section only, extra trips shall be defined as every trip but regular runs and overnight trips. Regular runs shall include:

AM/PM Run	Late Run	TEAM
BOCES Runs	Special Ed Consortium Run	Pre-K
Daily Out-of District Runs	Universal Pre-K	Bus Washing
Church School Run		Amish

b. Extra Trips

1. A roster for extra trips shall be established on the basis of seniority with the most senior driver at the top of the roster and each driver being listed thereafter in descending order of seniority.

2. Extra trips shall be selected/assigned on a weekly "pick of the week" basis by first offering the extra trip(s) to the most senior driver(s) and so on down the extra trip roster until all extra trips for that week have been distributed. This process shall be repeated each week with the rotation continuing on the extra trip roster **through until**

the last Friday of the month. On the last Friday of the month, the roster will revert back to the most senior driver(s).

3. If the most senior driver refuses a trip, or is unavailable, i.e. is already scheduled for personal leave or for work that would put them in overtime status for the particular week when the extra trip occurs, the trip will be offered to the next most senior driver. At any time a trip would put a driver in overtime status, that driver is precluded from taking the trip, and the rotation will proceed down the extra trip roster until an available driver is willing to accept the trip. Should the extra trip roster be exhausted without securing a willing and available driver, or the trip would put all willing and available drivers into overtime status, the most senior driver(s) will be offered the trip regardless of whether the trip will put him or her in overtime, unless he or she refused the trip for a reason unrelated to his or her overtime status. The rotation will proceed down the extra trip roster until an available driver is willing to accept the trip regardless of overtime before offering the trip to a substitute driver.

c. Overnight trips

Overnight trips shall be assigned separately from other extra runs as follows:

1. To be placed on the overnight trip roster, a bus driver must have been employed by the District for a minimum of ten (10) years as a full-time bus driver.

2. A roster for overnight trips shall be established on the basis of seniority with the most senior full-time bus driver at the top of the roster, and each full-time driver with at least ten (10) years experience being listed thereafter in descending order of seniority.

3. The overnight trip roster will be administered on a strictly rotational basis, commencing with the most senior full-time driver. If the most senior full-time driver refuses an overnight trip, the trip is offered to the next senior full-time driver and so on down the roster until a driver is willing to accept the trip. The next overnight trip shall be offered to the next senior driver where the overnight roster has left off.

d. Last Minute Trips

Last minute trips shall be selected/assigned, as is the current practice, on a strictly rotational basis.

e. Regular Runs

All drivers may bid on one (1) or a combination of the above regular runs as established by the District, with the most senior driver given first bid, the next most senior driver given the second bid, and down the seniority list until all runs are selected. The District will establish these runs by the end of September each year, with the bidding taking place by September 30th. New regular run assignments shall be effective on the Monday closest to October 15th of each year. These runs will become permanent runs for the school year for each driver. If a driver's employment is

terminated during the school year for any reason, a new hire shall take over the run the terminated driver vacated with no new bidding or bumping. The driver shall be responsible for the run he selected until the new assignments are in effect during October of the following school year.

The District retains the right to establish, change, modify or eliminate any bus runs. Regular bus route time will be established each September for the year, and will not be changed during the year regardless of whether the route is altered. This time will be established by the Supervisor and will be calculated from the time the bus leaves the garage until it returns, including required pre- and post-trip inspections.

Should a regular run be discontinued, a driver with more seniority can "hump" a driver with lesser seniority.

If the District elects to install a time clock for the use of bus drivers, drivers shall be paid for their actual time worked in accordance with the time clock rather than the time established for the driver's particular bus run. This does not negate the Union's right to demand to negotiate impact of the installation of time clocks. The District agrees that, should it elect to install time clocks, the use of such clocks shall be implemented at the beginning of a school year, and not mid-year.

f. The District recognizes that some bus drivers are assigned the duty of washing the buses. Such duty shall be included as a regular assignment along with regular runs. Bus washing is bid as a regular assignment pursuant to paragraph A above. However, should the employee be unable to work any day for any reason, the pay for that day would not include pay for time regularly spent washing buses as is the current practice.

ARTICLE XV

SPECIAL PROVISIONS

Section 1. The Board of Education encourages school employees to attend workshops appropriate to their job. The Board will pay the costs for designated employees to attend workshops when the supervisor requests their attendance.

Section 2. Every attempt will be made to issue General Appointment Notices to include number of days and hourly rate or salary of each employee, to be issued by August 1 of each year.

ARTICLE XVI

GRIEVANCES

Section 1. A Grievance may be filed by an employee with regard to application, or interpretation of this Agreement in accordance with the following procedure.

Section 2. A Grievance is defined as a claim by a member or group of members of the Bargaining Unit that a provision of this Agreement has been violated. Grievances must be

filed at Step 1 of the Grievance Procedure (cited below) within ten (10) working days from the time of the alleged violation of this Agreement. A Grievance not so filed will be considered waived and void.

PROCEDURE

Section 1. Step 1

Oral presentation by the aggrieved to his or her immediate supervisor - to be answered within five (5) working days.

Section 2. Step 2

Written presentation to the School Superintendent or his/her designee. The presentation will include the name and position of the aggrieved party, the alleged violation of the labor agreement by Article and Section number, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, and a general statement of the nature of the grievance and the redress sought by the aggrieved party, to be answered within five (5) working days.

Section 3. Step 3

Hearing before the elected Board of Education (within same provisions as stated in Step 2).

Note: In each of the above steps, and upon receipt of an answer, the aggrieved will advise the Board or Administrator within five (5) working days if he or she wishes to refer the grievance to the next succeeding Step. Any grievance not so referred will be considered closed. If the answer is not received within the prescribed time by the employee who has filed the grievance, the grievance shall be ruled in favor of the aggrieved.

Section 4. Step 4

Binding Arbitration

a. The aggrieved party will file with the American Arbitration Association, or if both parties agree, with the public Employment Relations Board (PERB), within five (5) working days if the aggrieved party wishes to progress to binding arbitration. Proof of filing must be presented to the Board or Administrator. A grievance not so referred will be considered closed.

b. An arbitrator shall be selected from a list of arbitrators submitted by the American Arbitration Association or the Public Employment Relations Board, if applicable. Each party shall strike an equal number of names from the aforementioned list until two (2) names remain. The A.A.A. or PERB, if applicable, shall choose an arbitrator from the remaining two (2) names. The parties shall convene within fifteen (15) working days after the initial list is received from the A.A.A. or PERB, if applicable, to carry out the procedure indicated above. The decision of the arbitrator shall be binding on both parties.

c. In the event that the parties are unable to agree on an arbitrator, then and in that event, an arbitrator shall be selected under the rules of the American Arbitration Association multiple panel selection procedures, or the rules of PERB, if applicable. The arbitrator's decision shall be rendered within thirty (30) days after such hearing. The arbitrator shall not have the power to alter, amend or rescind any term of this Agreement.

Expenses of the arbitrator shall be borne equally between the parties.

d. A decision by the aggrieved party and/or his/her representative to proceed to Step 4 of the Grievance Procedure binding arbitration shall constitute a waiver of any right to pursue a separate and concurrent remedy other than appeals, if any, of the arbitration finding before any court or administrative agency.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. The provisions of this Agreement shall be applied equally to all individuals covered by this Agreement without discrimination to sex, age, race, color, creed or national origin. All references to individuals in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female.

Section 2. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

If a determination or decision is made as per Section 2 of this Article, the parties to this Agreement shall convene within a reasonable time to consider these changes.

Section 3. All existing rules, regulations, practices and benefits established by the Employer unless specifically excluded by this Agreement shall remain in full force and effect during the life of this Agreement.

Section 4. Anything mandated by the State over and above this Contract shall be considered part of the Agreement.

Section 5. This Agreement may be amended by mutual consent of the Board of Education and the Southwestern Unit, Local 807, C.S.E.A., Inc. A.F.S.C.M.E., Local 1000. Either party desiring changes in this Agreement shall notify the other party of its intent in writing with the proposed changes listed by March 1 of any year that it would like to propose changes. Negotiations will begin as soon as practicable thereafter. Any provisions of this Agreement for which there are no proposed changes, will automatically remain in effect for the following year.

Section 6. Except for the period during which a new contract is being negotiated, this Contract shall be reopened only by the mutual consent of both parties.

Section 7. Employees hired on or after the execution date of this Agreement who work twenty (20) hours or more per week shall be entitled to the health insurance program, at the contractual contribution rates, and shall be entitled to personal days and sick leave days in the negotiated Agreement, and such other benefits as apply.

Section 8. All present employees covered by this Bargaining Agreement shall receive all benefits delineated in the present Agreement, i.e., grandfathered in.

ARTICLE XVIII

The Unit President or the Unit President's designee shall be permitted twenty-four (24) hours leave time per Contract year for union business. Such leave time shall not be charged to the employee's accrual.

ARTICLE XIX

Those employees not receiving a paid lunch period may leave the building during their lunch period with the scheduling approval of their supervisor.

ARTICLE XX

LONGEVITY INCREMENTS

Effective July 1, 2004, all employees, upon the completion of five (5) years of service shall receive a fifty dollar (\$50.00) annual longevity increment. This increment shall be paid on the first regular pay day following the employee's completion of five (5) years of service, except for those employees who have completed five (5) years of service on or before July 1, 2004, who shall receive the initial increment on the first regular pay day following his/her completion of annual years beyond the fifth (5th) year, and up to and including the tenth (10th) year.

Upon completion of ten (10) years of service, fifteen (15) years of service, twenty (20) years of service, twenty-five (25) years of service and thirty (30) years of service, the increment to the employee shall be increased each year by the amount set forth below and with the understanding that such amount shall be payable on the first regular pay day of each year.

Years of Service	Longevity Increment
5 - 9	\$50.00
10 - 14	\$100.00
15 - 19	\$200.00
20 - 24	\$300.00
25 - 29	\$400.00
After 30 years	\$500.00

It being the intent of this provision to provide for a single monetary payment each year, according to the schedule set forth above, which payment shall not be cumulative in nature.

ARTICLE XXI

EVALUATIONS

Section 1. Each employee will be evaluated at least once every two years. Evaluations shall be conducted by administrative/supervisory personnel as indicated below:

DEPARTMENT	JOB TITLE	EVALUATED BY
Maintenance	Maintenance	Superintendent of Buildings & Grounds
	Custodian	Superintendent of Buildings & Grounds
	Cleaner	Superintendent of Buildings & Grounds
	Head Custodian	Superintendent of Buildings & Grounds
	Groundskeeper	Superintendent of Buildings & Grounds
Transportation	Mechanic II	Transportation Supervisor
	Auto Mechanic Helper	Transportation Supervisor
	Bus Driver	Transportation Supervisor
	School Bus Attendant	Transportation Supervisor
Secretarial	Twelve Month Stenographer/School Secretary	Building Principal
	Ten Month Stenographer/School Secretary	Building Principal
	Ten Month Typist	Building Principal
	Typist II Assigned to Special Education	Director of Special Education
Teacher Aide	Teacher aide	Building Principal with input from assigned teachers
	Library Clerk	Building Principal
	Monitor	Building Principal
	Media Center Assistant	Building Principal
Nurse	Nurse	Building Principal
Technology	Microcomputer Technical Assistant	Director of Technology
	A.V. Aide	Director of Technology

Section 2. The purpose of an evaluation shall be to assess job performance. Information from direct observation of the employee, from reports by supervisors and from technical

examinations may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.

Section 3. A committee of CSEA members and members from the administrative team will cooperatively develop criteria for such performance evaluation, format, time lines and corrective actions.

Section 4. Prior notice will be given to an employee relating to the scheduling of an evaluation review session. The evaluation review will be conducted during the employee's regular working hours. At the conclusion of the evaluation review session, a copy of the written evaluation will be signed by the employee indicating receipt of said evaluation. The signature does not mean that the employee agrees with the contents of the evaluation. Within fifteen (15) days of receipt of a written evaluation, an employee may submit a written response to the evaluation to be included in the employee's personnel file.

ARTICLE XXII

TUITION

The Board of Education Policy 7132 of Southwestern Central School concerning tuition for non-resident students shall be modified to provide the same benefits as enjoyed by teaching employees of the Southwestern Central School District to non-resident students of employees covered by this Agreement.

ARTICLE XXIII

LEGISLATIVE ACTION

Section 1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATURE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV

DURATION

Section 1. This contract shall become effective July 1, 2008 and remain in effect until June 30, 2011.

Section 2. In witness of this Agreement, the parties hereto, the President of the Board of Education for the Southwestern Central School District and the President of the Southwestern Unit, Local 807, C.S.E.A., Inc., A.F.S.C.M.E., Local 1000 have hereunto affixed their names and seals this _____ day of _____ 2010.

SOUTHWESTERN CENTRAL SCHOOL DISTRICT

SOUTHWESTERN CENTRAL SCHOOL DISTRICT UNIT 6312, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME AFL-IO

By:

By:

Pres., Board of Education

President

By:

By:

Superintendent of Schools

Labor Relations Specialist

MEMORANDUM OF AGREEMENT

Between

SOUTHWESTERN CENTRAL SCHOOL DISTRICT

And

SOUTHWESTERN CENTRAL SCHOOL UNIT 6312, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

LOCAL 1000, AFSCME, AFL-CIO

This Memorandum of Agreement is entered into by and between the Southwestern Central School District ("District"), and the Southwestern Central School Unit 6312, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA"), hereinafter the "Parties."

WHEREAS, the collective bargaining agreement between the Parties has an effective date of July 1, 2008 through June 30, 2011; and

WHEREAS, the District and CSEA wish to extend the terms and conditions of that collective bargaining agreement through June 30, 2012 subject to a salary increase only;

NOW THEREFORE, subject to ratification by both parties, the District and CSEA agree to extend the terms and conditions of the above-referenced collective bargaining agreement for the period effective July 1, 2011 through June 30, 2012 with a two and four tenths of a percent (2.4%) salary increase for the one year extension of the agreement. Effective July 1, 2011, 2.4% to be applied to the 2010/2011 base salaries of the CSEA membership. (See attached Appendix D – CSEA Hourly Rates 2011-2012.)

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Michael Seastedt, President
CSEA Local 807 Unit 6312

Daniel A. George
Superintendent of Schools

DATED: _____

DATED: _____

Cheryl Smith, Labor Relations Specialist
CSEA

DATED: _____

2011 - 2012 - 7th year pay raise

