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Contract Database Metadata Elements

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Union: **North Collins Central School Non-Instructional Unit #6746, CSEA, AFSCME, AFL-CIO**

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Agreement
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between

Chief Executive Officer

North Collins Central School District

and



Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO

**North Collins Central School Local 868 Unit
6746**

July 1, 2008 through June 30, 2011



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AGREEMENT

AGREEMENT, dated _____, 2009, between the Chief Executive Officer, North Collins Central School District and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School Unit of Local 868. Any provision of this agreement which is found contrary to law shall become null and void. Contrary to law shall also include contrary to or prohibited by, an applicable constitution or statute as finally determined by a court of competent jurisdiction.

DURATION OF CONTRACT

This contract shall be effective July 1, 2008, and continue in effect until June 30, 2011. All proposals will be retroactive July 1, 2008 unless so stated.

DEFINITIONS

Except as otherwise stated in this agreement, wherever used herein, the respective terms hereinafter in this agreement shall have the respective meanings hereinafter set forth.

1. The term "BOARD" means the Board of Education of the North Collins Central School District.
2. The term "ASSOCIATION" or "BARGAINING UNIT" shall mean the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School District of Local 868.
3. The term "SUPERINTENDENT" means the Chief Executive Officer.
4. The term "EMPLOYEES OF THE BARGAINING UNIT" shall mean all non-teaching employees, including regular part-time employees, whose positions are scheduled in Appendix "A".
5. The term "FULL-TIME EMPLOYEES" shall mean all ten (10) and twelve (12) month employees who are scheduled for and work six (6) hours or more per day.

6. The term "REGULAR PART-TIME EMPLOYEES" shall mean all ten (10) and twelve (12) month employees who are scheduled for and work less than six (6) hours per day.

7. "GENDER" Whenever a personal pronoun is used in the masculine gender, it shall be deemed to include the feminine also, unless the context indicates the contrary.

8. "BUS DRIVER" Employees who are engaged on a contract basis and paid an annual ten (10) month salary, based upon the bus route that is chosen by the driver according to seniority under provisions of Item 12.21 of this contract, will be considered full-time ten (10) month employees, exclusive of Section 4.3 of this contract provided that they were hired on or before December 31, 2004. Drivers hired on or after January 1, 2005 working less than six (6) hours per day will receive health insurance benefits as provided for in **Section 7.5.**

9. Any reference in this contract to Business Manager or Business Administrator will be interpreted as Business Administrator/Business Manager.

ARTICLE 1 RECOGNITION

1.1 The employer recognizes the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School Unit of Local 868, as sole and exclusive representative for all employees in all positions named in Appendix "A", hereto affixed.

1.2 The employer shall deduct from the wages of the employees and remit to CSEA, Inc., regular membership dues, and CSEA sponsored insurance, for those employees who signed authorization permitting such payroll deductions. The CSEA shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Section 1.2.

1.3 The employer agrees that the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School Unit of Local 868, shall be the sole and exclusive representative for all employees described in Item 1.1 for the purpose of Collective Bargaining and Grievances for the

maximum period allowed; pursuant to Article XIV, Section 208 of the Civil Service Law.

1.4 CSEA, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School Unit of Local 868, affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or to participate in such strike.

ARTICLE 2 NEGOTIATING PROCEDURES

2.1 Upon request of either party for a meeting to open negotiations for a new contract year, a mutually acceptable meeting date will be sent not more than thirty (30) work days following such request. Such request is to be made on or after January 15 and before February 28 of the contract expiration year.

2.2 When parties have tentatively agreed upon an item under negotiation, that item shall be reduced to writing promptly and two copies thereof (one for each party) shall be marked "Agreed", dated and initialed by the principal spokesperson of each party as evidence of such tentative agreement.

2.3 A tentatively agreed item shall not become binding on the parties until all items under negotiation have been disposed of and the terms of a new agreement have been approved by vote of the membership of the CSEA, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School Unit of Local 868, by the Chief Executive Officer, and by vote of the Board of Education.

ARTICLE 3 COMPENSATION AND CONDITIONS OF EMPLOYMENT

Increments

3.1 All full-time employees who have worked over 50% of their normal scheduled annual hours in their job position shall be entitled to an increment and shall be advanced one step beyond that which they are on the current year's Contract Appendix "A" (Salary Schedule) for the new work year. Those employees that have regular part-time positions and who have worked over 378 hours during the preceding ten (10) months when school classes were in session shall be entitled to an increment and shall be advanced one step beyond that which

they are on in the current year's Appendix "A" (Salary Schedule) for the new work year.

Incorporation of Longevity

The provisions of Section 6.1 Longevity shall be incorporated into this Section 3.1 in the following manner. As a replacement for Longevity payments, all members who have completed one fiscal year at Step 10 shall receive what is equal to the average step increment (movement between steps), which for the life of this contract July 1, 2008 through June 30, 2011, is 3.43% each year, plus the wage increases as defined below for each year of the contract. Example: 3.43% plus .60% equals 4.03% for year one, 3.43% plus .75% equals 4.18% for each of years two and three of the contract for employees who have completed one year at Step 10. Such amounts shall then be added to the current hourly rate and/or annual salary in effect on the last day of June in each year of the contract. Employees shall be considered off the step schedule after completing one entire year on Step 10. The average incremental step plus the pay increase shall be calculated on the previous year's total salary, exclusive of overtime pay, custodial or clerical paid lunch, and/or any additional stipend position.

Effective July 1, 2008, each employee's hourly rate and/or annual salary in effect on June 30, 2008 shall be increased by **.60% plus step where due**. Each rate in the 2008-2009 salary schedule shall be increased by **.60%**.

Effective July 1, 2009, each employee's hourly rate and/or annual salary in effect on June 30, 2009 shall be increased by **.75% plus step where due**. Each rate in the 2009-2010 salary schedule shall be increased by **.75%**.

Effective July 1, 2010, each employee's hourly rate and/or annual salary in effect on June 30, 2010 shall be increased by **.75% plus step where due**. Each rate in the 2010-2011 salary schedule shall be increased by **.75%**.

3.2 Whenever a full-time employee is appointed or promoted to a position in a higher grade, he shall receive an increase in salary, upon such appointment or promotion, which is equivalent to the full increment payable in the position to which he is appointed, or

promoted, or he shall be paid the minimum salary of the grade of the position to which he is appointed or promoted, whichever results in a higher annual salary. In either case, the employee shall receive at least a \$400 increase in salary.

3.3(a) The normal workday for full-time maintenance and custodial staff will begin at the time they are scheduled to report for work and end eight (8) hours thereafter, exclusive of time set aside for a thirty (30) minute non-paid lunch break for which they receive \$750.00 annually.

The normal working week shall consist of forty (40) hours. In emergency or where necessary service is to be provided, the establishment of working hours shall be at the discretion of the immediate supervisor, Superintendent or in his absence, the Acting Superintendent.

The normal workday for maintenance and custodial staff shall commence between the hours of 6:00 a.m. and 8:00 a.m. for the day shift and 2:00 p.m. and 4:00 p.m. for the second shift. If the permanent shift of an employee is changed, a ten (10) working day notice shall be given. In the event shifts are changed or alternate shifts become available, the District will ask for volunteers and volunteers' requests will be granted in order of their seniority. If there are no volunteers, the least senior employee will be required to make the change. Hours of work will not be altered for the purpose of avoiding overtime.

During any recess period, employees who work on the second shift shall be allowed to work on the first shift. In the event there is a school function which would require custodial or maintenance staff on the second shift an employee may be reassigned to the second shift for that day only, subject to the same terms and conditions outlined in the previous paragraph.

Alternatively, the second shift shall be covered by overtime at the discretion of the Superintendent or his/her designee. In no event shall the second shift be covered by a substitute employee, unless all regular custodial or maintenance staff has refused such work.

This same twelve (12) month staff shall be entitled to a paid fifteen (15) minute break, scheduled with their supervisor, to occur during their workday.

(b) Clerical and Technical Staff shall maintain an eight (8) hour workday when *students* are in attendance, and a seven (7) hour workday when school is not in session and *students* are not in attendance.

The normal workday shall commence between the hours of 7:00 a.m. and 9:00 a.m. If the permanent shift of an employee is to be changed, a ten (10) workday notice shall be given. In the event shifts are changed or alternate shifts become available, the District will ask for volunteers and volunteers' requests will be granted in order of their seniority. If there are no volunteers the least senior employee will be required to make the change.

Hours of work will not be altered for the purpose of avoiding overtime. The full-time ten (10) or twelve (12) month Clerical and Technical employees hired on or after July 1, 2002, will operate on a thirty (30) minute paid lunch within their eight (8) hour shift when students are in attendance and within their seven (7) hour shift when school is not in session and students are not in attendance. Compensation will be at the negotiated rate applicable to their employment title.

The full-time ten (10) or twelve month Clerical and Technical employees hired before July 1, 2002, will operate on a sixty (60) minute paid lunch within their eight (8) hour shift when students are in attendance and within their seven (7) hour shift when school is not in session and students are not in attendance.

Full-time Clerical and Technical employees hired before July 1, 2002 had a one-time opportunity during a ten (10) calendar day period following the Board's and CSEA's adoption of the 2001-2004 contract to choose a thirty (30) minute paid lunch during their scheduled work day for which they received a five-percent (5%) salary increase in their salary step, following the application of the 1.7% salary increase as indicated on Appendix A of 2001-2002 Salary Schedule. A specific salary agreement was established for each employee choosing this option.

(c) Summer hours may be extended to all employees at the discretion of the Superintendent.

(d) Employees in the Transportation Department or Teacher Aides who work in their respective departments for the District during the summer months shall receive their contractual rate of pay for work performed during the summer months. Summer work shall be awarded on the basis of seniority.

3.4 Full-time twelve (12) month employees who work over eight (8) hours in any workday will be compensated at the rate of one and one-half (1½) times their regular hourly salary for the hours worked in excess of eight (8) hours.

3.5 Should the District determine there is a need for cleaners **and/or seasonal laborers** to perform services during the winter, spring or summer recesses, the District shall offer such recess work to the regular part-time cleaners. They shall be compensated at their regular hourly rate.

Any time worked during recess periods shall not impact upon or change a regular part-time employee's status as a regular part-time employee. This provision does not diminish the District's prerogative to retain seasonal employees during recess periods.

3.6 The District will determine the methods employees will use to record their working and non-working time.

For time keeping purposes, the hours shall be divided into tenths. An employee will have up to six (6) minutes after his/her normal starting time to report for work before they are docked any paid time. Similarly, the employer is not obliged to pay overtime until six (6) minutes after the employee's normal ending time.

In the event an employee fails to report his/her arrival and/or departure time on a given day or the work situation makes it impossible to do so, the employee shall report such failure to his/her supervisor who shall initial the employee's time card or time sheet as the case may be.

Employees are expected to work the hours they are scheduled and use the time reporting methods prescribed for their department. Willful

failure to do so may result in disciplinary action being taken by the District.

3.7 An employee who is recalled to work after the completion of his scheduled work day will receive a minimum of three (3) hours pay.

3.8 In the event of public transportation difficulties, strikes, severe storms or floods, or similar uncontrollable conditions affecting a group of employees, tardiness may be excused by the Superintendent, or in his absence the Business Manager and he may in his discretion, for these reasons, dismiss employees prior to the closing hour. In the event of the inability of employees to report for duty because of storm, the Superintendent, or in his absence the Acting Superintendent or Business Manager, may in his discretion, grant employees time off with pay.

3.8(1) All full-time custodians, head custodians and full-time laborers will report for work during snow days, but will be given one (1) day compensatory time for each snow day worked on an alternating basis after the emergency is over.

3.9 In case of a bus breakdown, the driver concerned will be paid for the extra time involved that exceeds his normal run hours.

3.10 The New York State Employees' Retirement System Plan (Section 75I), shall be maintained together with the additional benefits included in Section 41J (Application of Unused Sick Leave as Additional Service Credit Upon Retirement).

3.11 Overtime shall be distributed on a fair and equitable rotating basis *based upon the needs of the district* among employees that are qualified to do the work within each department. For purposes of distributing overtime, a refusal shall be considered as time worked. District shall post overtime hours worked on a quarterly basis. When it is possible to pre-schedule overtime monthly, it will be scheduled this way. The person pre-scheduled for an overtime occasion will be responsible for duty unless he informs the Business Manager five (5) days prior to the scheduled occasion that he will not be available for such duty. Any employee who refuses an overtime assignment or who requests a postponement or cancellation of an overtime assignment, or any combination of these, for three (3) consecutive times when asked, shall have his name removed from the rotating overtime list for

the remainder of the current contract year. The District will make every possible effort to give forty eight (48) hours advance notice where possible to schedule overtime work, or additional runs.

3.12 A system of Direct Deposit will be made available to all employees. Each employee shall be limited to a total of two (2) direct deposit transactions.

3.13 Each full-time ten (10) month salaried employee as **indicated by an asterisk in the salary schedule and/or an employee engaged on a contract basis (i.e., Bus Drivers)** shall have the option of receiving their paycheck in bi-weekly payments over 21 or 26 pays. This option can be exercised only once a year before certification of the first payroll.

3.14 Deferred Compensation Plan - Employees may participate in a deferred compensation plan based on the provisions of Chapter 547 of the Law of 1982 when rules and regulations are established by the New York State Deferred Compensation Board.

3.15 Non-instructional personnel shall be compensated at their regular hourly rate for all time spent in disciplinary actions involving students.

3.16 Bus drivers called in for extra work shall be paid a minimum of one (1) hour. The minimum of one (1) hour shall apply to cancellations too, provided the driver actually reports for work and the trip is subsequently cancelled less than one (1) hour prior to the scheduled departure time.

3.17 The Registered Professional Nurse, who is responsible for developing and implementing the District's Infectious Control Program, will receive an annual stipend of \$500 which will be in addition to the salary received as stated on the current year's salary schedule.

3.18 **Recruitment**- Employees covered by this Agreement will be compensated one hundred (\$100) dollars for recruiting dependable employees to the District. Compensation will be received after the recruit has received permanent appointment from the Board of Education (has passed probation). The new employee must complete a form provided by the District identifying the individual

employee responsible for their recruitment. Only one individual may be identified.

3.19 The late bus driver's contracted run shall be increased by adding one (1) hour per day up to a maximum of four (4) hours per week. In the event the late bus driver works more than the four (4) hours, they will receive additional monetary compensation for all time worked beyond the four (4) hours.

3.20 **Career Development-** Employees who wish to attend job related training or in-service classes shall make a request to their immediate supervisor and the Superintendent in writing. The request shall include the name of the training course, the date(s), duration and any attendance costs of such training. Approval of such training shall be at the sole discretion of the Superintendent.

Request for attendance at job related training shall be submitted to the Superintendent on a form developed by the District.

Upon successful completion of the training course and submission of verification of attendance, the District shall reimburse the employee for the cost of the course to the extent funds are available.

In the event the approved training takes place during the employee's regular hours of work, the employee shall suffer **no** loss of pay.

3.21 The hours for the Registered Professional Nurses will coincide with the teaching hours of each respective building.

3.22 Teacher Aides' hours of work, schedules and duties will reflect the needs of the building as determined by the building principal. Full-time teacher aides will be entitled to a one-half (½) hour paid lunch during their normally scheduled workday.

Should a reduction or elimination in the teacher aide position occur, layoffs would take place in the reverse order of seniority. Recall lists for such employees would be maintained for three (3) years. Recall shall take place, for a teacher aide position, in order of seniority. A teacher aide who is laid off shall be notified, in writing, by certified return receipt mail of an open position. Failure to contact the District within five (5) business days will result in removal from the recall list. Failure to accept an open position will also result in removal from the

recall list. All rights and benefits shall be restored to the recalled teacher aide upon recall and return to employment. Years of service do not include time on the recall list.

3.23(a) The parties agree to pay Bus Aides the same hourly wage rates as those paid to Teacher Aides effective with the beginning of the 2001-2002 school year.

(b) Teacher Aides shall work (paid) their regularly scheduled hours when there are teacher conference days or when students are in session for less than a seven (7) hour day.

3.24 If the Instructional staff is released early due to weather conditions, etc., support staff not required to maintain the buildings, will be released at the same time without loss of pay. Employees who remain at work shall receive compensatory time off equal to the number of hours they remained at work.

ARTICLE 4 HOLIDAYS

4.1 The following paid holidays shall be granted to all twelve (12) month full-time employees:

Full Days

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Presidents' Day - School Calendar
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Day after Easter
Christmas Eve	Memorial Day
Martin Luther King Day	

4.2 If a holiday falls on a Saturday, the day before such holiday will be given as a paid holiday. If the holiday falls on a Sunday, the day after such holiday will be given as a paid holiday. If school is in session on these days, compensatory time will be given at a later date with approval of the Superintendent, or in his absence, the Business Manager.

4.3 All ten (10) month full-time employees will receive the same paid holidays granted the twelve (12) month full-time employees, with the exception of Independence Day and Labor Day.

4.4 All regular part-time cleaners, cafeteria monitors, and bus aide will receive President's Day, the Day after Easter Sunday, Memorial Day, and **Christmas Day**, as paid holidays.

4.5 On the day before the following holidays listed below, all twelve (12) month Clerical, Technical and Maintenance/Custodial employees shall be permitted to end their workday one (1) hour earlier than normal.

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

4.6 Holiday pay will be calculated at the regularly worked hours of each individual employee. For example, 3.5 hours regularly worked per day = 3.5 hours holiday pay. For purposes of this section, Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees.

4.7 Clerical/Technical staff will receive one day off (the day before Thanksgiving) in lieu of breaks. If school is in session on the day before Thanksgiving, clerical/technical staff will be fully compensated a day at a mutually agreed upon time with their immediate supervisor within said year when students are not in attendance.

ARTICLE 5 VACATION

5.1 All full-time twelve (12) month employees will receive the following vacations each year. The amount of vacation is based upon continuous years worked.

Less than one (1) year of service.	Note four (4) hours vacation for each completed month of service. To a maximum of forty (40) hours.
One (1) year of service.	Forty (40) hours
Two (2) through five (5) years of service.	Eighty (80) hours
Six (6) through thirteen (13) years of service.	One hundred twenty (120) hours
Fourteen (14) through nineteen (19) years of service.	One hundred sixty (160) hours
Twenty (20) or more years of service.	Two hundred (200) hours

The vacation year runs from July 1 through the following June 30.

The above schedule is predicated on an eight (8) hour day schedule (i.e., 8 hours x 5 days per week = 40 hours), if an eligible employee works six (6) hours but less than eight (8) hours per day that employee's vacation entitlement shall be adjusted accordingly. For example, six (6) hours of regularly scheduled work per day x five (5) days per week = thirty (30) hours of vacation.

For purposes of this Section 5.1 Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees for the purpose of earning vacation but on days they are scheduled to work only seven (7) hours because of recess periods shall only be charged seven (7) hours vacation if using a full day.

5.2 If a regular holiday scheduled in Item 4.1 occurs during an employee's vacation, their vacation can be extended one (1) day, or they can take off an additional day later on in that vacation year.

5.3 These vacation days need not be taken at one time; however, they must be mutually agreed upon between the employee and his immediate supervisor, and approved by the Superintendent, or in his absence, the Business Manager. Approval by the Superintendent, or in his absence, the Business Manager, shall be shown on the prescribed form used for employee absences. Requests shall be made at least three (3) days prior to the start of the vacation time requested. An employee who absents himself and claims vacation time without receiving prior approval as specified herein shall lose pay for each day that he is absent. In cases where a vacation leave request is for less than three (3) days, the three (3) day prior approval provision shall be waived with approval by the Superintendent, or in his absence, the Acting Superintendent or Business Manager.

5.4 Full-time twelve (12) month employees shall be permitted to carry over up to two hundred forty (240) vacation hours from one year to the next, except that in a year which an employee terminates his services, he shall only be permitted to carry over one hundred twenty (120) vacation hours and shall have utilized all accumulated vacation days prior to June 30 of the calendar year in which he terminates his employment. Any employee who has not used all vacation days prior to retirement or termination of employment, for any reason, shall forfeit all claims to any vacation time due to him.

ARTICLE 6 NON-INSTRUCTIONAL STAFF PERFORMANCE FORM

The purpose of an annual performance evaluation is to encourage and enhance the work performance of employees therefore every employee in the Union will be evaluated. While the annual evaluation may be used to identify deficiencies that may lead to disciplinary action, it cannot be the sole method by which the decision to discipline an employee is made. The principles of progressive discipline shall apply.

The evaluation criteria shall be provided to the employee at the beginning of the evaluation period along with specific performance standards that may be set by the District. Performance standards must be measurable and relate to the duties and responsibilities of the employee's title. Subjective criteria are not allowed. Receipt by the employee of such performance standards, shall be acknowledged in writing by the employee at the time of presentation.

In instances where concerns are identified anytime during the evaluation period, the rater will meet with the employee anytime during the evaluation period to discuss the areas where the performance standards are not being met and to propose remedial action to correct the deficiencies.

Employees shall sign the evaluation only as to the receipt of it. Where the evaluator is also a member of the CSEA bargaining unit the evaluation will be conducted by the supervisor. The Superintendent or his designee will review the evaluation and offer the employee the opportunity to meet with the Superintendent or his designee. Thereafter, the Superintendent or his designee will also sign off on the evaluation.

The employee will be allowed to submit a written response to any area of the evaluation and to have that response attached to the evaluation. If the evaluation contains any factually incorrect statements the employee shall have recourse to the grievance procedure.

ARTICLE 7 HEALTH INSURANCE

7.1 Health Insurance Plans The Board of Education will provide a plan for health insurance for all full-time employees which will include the following plan.

- *Erie 1 BOCES Trust*

If the Erie 1 BOCES Trust is dissolved or disbanded during the length of the agreed contract, the parties agree to reopen the contract for purposes of renegotiating Health Insurance only.

7.2 Eligibility and Enrollment Participation in the plan will be available to full-time employees on the anniversary date of the current plan (July 1). New hires will be eligible to participate in the plan one month after their date of hire. A full-time employee cannot be covered under the plan if coverage is also afforded under another plan. If the insured spouse of a district employee loses their medical coverage, either through a loss of job, death, retirement, or through change in status, the District will provide the District employee with health insurance within sixty days after receiving written notification

from such employee. In the event there is a change in the health insurance program, a one time open enrollment period will be allowed within thirty days of the effective date of the change in the health insurance so CSEA members can make the necessary changes to their health insurance reflecting the benefits of a new contract.

7.3 Premium Contribution For all full-time employees of the bargaining unit enrolled in Health Insurance, the District will provide an annual amount equal to 85% of family or 100% of single coverage. If an employee is enrolled in coverage that is less expensive than the plans noted above, the District will none-the-less be obligated to pay only the amount of that premium. Example: two single policies versus a family policy, etc. District contributions will be given in benefits, in accordance with the provisions of Section 125 of the IRC and as contained in the plan document.

7.4 Health Insurance Waiver For all full-time employees of the bargaining unit who choose not to enroll in Health Insurance offered by the District, an annual amount of \$1,300.00 shall be given in cash or benefits, in accordance with the provisions of Section 125 of the IRC and as contained in the plan document. **Retirees are not eligible for Health Insurance Waiver.**

7.5 Health Insurance Part-time Employees Effective January 1, 2005, all newly hired regular part-time employees, including bus drivers, who work 4 to 6 hours per day (20 to 30 hours per week), will be offered health insurance, cafeteria plan or opt out benefits at one-half the rate of full-time employees. All employees hired prior to January 1, 2005, will receive all benefits to which they are entitled under the prior agreement.

7.6 Self-payment District employees who are not otherwise entitled to health insurance through the District, shall none-the-less be allowed to participate in the District's health insurance programs on a self-pay basis, provided however, that the premium must be in the Business Office not later than the first day of the month prior to the date the premium is due. Failure of an employee to meet the requirement noted above shall result in the employee's disqualification for participation in the District's health insurance program until the beginning of the next plan year. The District shall be held harmless against any claims, demands, suits or other forms of liability that arise out of or by reason of any employee's failure to

meet the requirement described above. If a full-time employee who is participating in the health insurance program is laid-off, that employee will continue to participate in the health insurance program afforded under this Article by paying 100% of the cost. Participation in the health insurance program will cease when his name is deleted from the preferred list.

7.7 Retiree Health Insurance Retirees are eligible for the same benefit plan as full time employees; however, a retiree cannot participate in the plan if he/she was not a participant in the plan as an active member of the non-teaching staff. **District contributions for retirees will not exceed \$1,600 toward Single or \$3,500 toward Family plans.** If a retiree participating in the health insurance program predeceases his or her spouse, the spouse will continue to receive the same benefits afforded the retiree under this section during his/her life until they remarry. In respect to retirees participating in the health insurance program, employees whose starting date is after June 30, 1995 will not be afforded the same benefits as those employed before June 30, 1995. The benefits to these newly hired employees as retirees in the health insurance program will be limited to premiums paid by the District for their health insurance coverage to an amount equal to their final year of increment as provided in the section called "Final Year Increment", in lieu of cash.

ARTICLE 8 SICK TIME ALLOWANCE, PERSONAL LEAVE, LEAVES OF ABSENCE, AUTHORIZED ABSENCES

8.1 Sick Time Allowance, Including Pregnancy

8.11 Sick time allowance is leave with full compensation based upon provisions set forth in Item 8.15(1) and 8.15(2).

8.12 Sick time allowance shall be available to all non-teaching employees; both full-time and regular part-time. Regular part-time employees shall not qualify for sick time allowance until he has had at least six (6) continuous months of service.

8.13 Sick time allowance shall be for personal disability resulting from sickness, injury or other cause except as herein provided or excluded.

8.14 At any time the Superintendent has reasonable cause to believe that an employee employed by the District is ill or disabled, to the extent that such illness or disability impairs such employee's ability to perform duties or that an employee who has been absent because of such illness or disability has sufficiently recovered to enable the resumption of duties without physical injury, the school Superintendent may require a written statement from such employee's physician or a medical examination by the school physician, as the employee shall choose, to determine such employee's fitness to continue or return to duties. Such proof shall be submitted within five (5) days of request. Physician's statements shall not be unreasonably requested nor shall they be required of the same employee more frequently than once in any thirty (30) day period.

An employee who is absent for five (5) consecutive days or more, or for any ten (10) days or more in any month, for reasons cited in Item 8.13 shall present a written report from his physician stating the reason or reasons for these absences.

8.15 The schedule for the number of sick time allowance shall be as follows:

(1) There shall be one (1) sick time allowance for each month of continuous employment. After an employee completes ten (10) years of service, they shall earn 1¼ sick time allowance per month. Days unpaid for illness in the current fiscal year may be regained through attendance in months following and pay will be adjusted for earned sick time at the close of the fiscal year. Sick time shall be based upon hours worked per day for full-time and regular part-time employees.

Each sick time allowance indicated above shall be multiplied by the employee's normally scheduled number of hours in a day. For example, one (1) sick time allowance x 3.5 regularly scheduled hours of work per day = 3.5 sick leave hours for the month.

For purposes of this Section 8.15, Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees for the purpose of earning sick leave but on days they are scheduled to work only seven (7) hours because of recess periods shall only be charged seven (7) hours sick leave if using a full day.

(2) Sick time allowance not used shall be accumulative; however, the hours so accumulated shall not exceed the factor of 240 days x the employee's regular number of hours in a workday. For example, 240 days x 4 regularly scheduled hours of work per day =960 accumulated hours of sick time allowance.

8.16 All sick time credit earned shall be forfeited by the employee upon his termination of employment, except as provided in Section 3.10.

8.17 Any employee who shall have served a period of ten (10) years or more, may, upon exhaustion of his sick time allowance at full pay as herein provided, apply to the Superintendent for an additional thirty (30) days of sick time allowance at full pay.

Application for this additional time must be accompanied by a doctor's report verifying the continued illness of the employee and, if possible, the duration of the period needed for recovery.

8.18 In those instances where an employee employed by the District shall know in advance of an anticipated illness or other disability which shall require such employee to take a leave of absence (i.e., advance notice of elective surgery, expected childbirth, etc.), such employee shall notify the Board in writing, indicating as far as possible, the expected date of commencement of the sickness or disability leave of absence and the anticipated period of duration of such leave of absence.

8.19 Sick Leave Bank

A Sick Leave Bank shall be established for use by any contributing employee of the bargaining unit (Section 1.1) whose accumulated sick, personal and vacation time where accruable has been exhausted as a result of a catastrophic illness or injury of a continuous nature.

Catastrophic illness or injury is defined as a severe life threatening medical illness or injury requiring the services of a licensed health care provider, which totally incapacitates the employee resulting in an employee's absence from work for a prolonged period of time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident and heart attack.

Conditions that are short-term in nature, including, but not limited to, common illnesses such as colds, influenza, measles, and common injuries, are not catastrophic. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

Membership

(a) Membership in the Sick Leave Bank shall be voluntary and available to all employees regardless of their classification.

(b) All new employees will be eligible for membership after one year and one day of employment. The "Sick Leave Bank Participation Form" must be completed within 30 days of their date of eligibility for membership. **Failure to return this sheet in the time frame stated in Section 8.19 shall mean you have declined this offer to join the Sick Leave Bank.**

(c) Membership is a one time offering.

(d) All members who express an interest must complete the "Sick Leave Bank Participation Form" within 30 days of eligibility or signing of this Memorandum of Agreement.

Eligibility

(a) Must be a member of the "Sick Leave Bank".

(b) Must submit a request for Sick Leave Bank withdrawals, in writing, to the review committee. The request must be accompanied by a statement signed by a physician or medical professional confirming the nature of the illness and the anticipated duration of the disability. The illness or injury must require the services of a physician or medical professional.

(c) The injury or illness must extend over the duration of a minimum of 30 consecutive days. Sick Leave Bank time, if approved, would go into effect on the 31st day of the injury or illness.

(d) Withdrawals may not be in conjunction with Workers' Compensation or be used while employed at another job.

(e) Withdrawals shall not include illness or injury of another member of the members' family or time taken to assist such other family members.

(f) Members with ten (10) years of service would maintain their rights under Section 8.17 of current Collective Bargaining Agreement.

(g) An employee who has returned to work for five (5) days or less, who subsequently must return to sick leave status shall not have to serve a thirty (30) day qualifying period as described in paragraph (c) above in order to utilize the balance of their sick leave time.

Contribution

(a) Each eligible member employed a minimum of one (1) year and one (1) day continuously, shall initially contribute one (1) sick leave day from his/her accumulation (a day is the employee's regular number of hours in a workday). Thereafter, each member must contribute an additional day when the Sick Leave Bank falls below the minimum level of two hundred forty (240) hours. At no time will more than two (2) days be required of any member in any given fiscal year, but members will be allowed to volunteer additional contributions if there is a need and the Sick Leave Bank is unable to fill the need due to the current level. Employees who have accrued the maximum number of sick days as defined in Section 8.15 shall be allowed to donate sick time accrued in excess thereof to the Sick Leave Bank at the end of each fiscal year. Any eligible employee, at retirement, will be allowed to donate to the Sick Leave Bank, any accrued sick time in excess of the maximum allowed for service credit by New York State Employees Retirement System. This donation will take place on the effective date of retirement. **Similarly, any eligible employee who resigns will be allowed to donate up to twelve (12) hours of any accrued sick time to the Sick Leave Bank. The donation will take place on the effective date of the resignation.**

Review Committee

a) The review committee shall consist of the Business Administrator and two (2) members of CSEA. The review committee shall be established to review and approve or disapprove for withdrawals, based on a majority vote.

- b) The review committee will review requests for withdrawal from the bank, keep records of employees and maintain an appropriate level of hours for use in the bank.
- c) The review committee will notify members in writing when contributions are required.
- d) The review committee will base their decision on the information supplied by the physician and the member's written request. A member may also be requested to undergo medical review by a physician, selected by the committee at the expense of the member. Failure to comply with such a request shall result in disapproval of the withdrawal from the Sick Leave Bank.
- e) A one-time appeal process per request can be requested in writing by the member to the review committee. The appeal committee will consist of the CSEA officers four (4) and the Labor Relations Specialist of our region.
- f) Decisions made by the review committee or the appeal process are not subject to the grievance procedure as defined in Section 15.

Withdrawals

Members may request a withdrawal from the review committee upon meeting the "Eligibility" requirements of the Sick Leave Bank.

A member shall not receive a withdrawal in excess of thirty (30) days (a day is the employee's regular number of hours in a workday) per illness. The maximum withdrawal in any fiscal year will be thirty (30) days (a day is the employee's regular number of hours in a work day). Any unused days/hours will be returned to the Sick Leave Bank. Any employee who draws from the Sick Leave Bank will be required to contribute one (1) additional day per year (a day is the employee's regular number of hours in a workday) until the draw is paid back.

Each fiscal year the business office will include your Sick Leave Bank contributions as part of the annual sick leave accumulation statement.

Employees may, in writing, withdraw from the Sick Leave Bank at any time; however, any contributions prior to written withdrawal will remain in the Sick Leave Bank.

If during the duration of the current negotiated agreement problems arise with regard to the Sick Leave Bank, the parties agree to negotiate to resolve any problems. If upon the expiration of this collective bargaining agreement there are no identifiable problems with the Sick Leave Bank, it shall become part of an annex to the successor agreement.

8.2 Illness in the Immediate Family

8.21 The utilization of sick time allowance for illness of a spouse, parent, parent of a husband or wife, an unmarried child, or any relative permanently residing in the personal household in which the employee himself resides is authorized. Sick leave for this purpose shall not exceed five (5) school days for each incident.

The utilization of sick time allowance for illness of a brother, sister, grandparent and married child is authorized, provided that the use of sick time allowance for this purpose shall in no case exceed four (4) days per year. The use of sick time in each occasion shall be charged against accumulated sick time allowance of the individual.

8.3 Absence Under Workers' Compensation

8.31 When an employee is absent from work because of illness or injury covered by Workers' Compensation Insurance carried by the Board:

(1) Such absence may be considered sick leave at the option of the employee and charged to accumulated sick leave until exhausted.

(2) In the event a compensation award is made for lost time and sick leave payments are selected by the employee, such sick leave payments shall be reduced by the amount of compensation awarded during the period of sick leave payment. However, the amount paid to the school district shall in no case exceed the amount paid to the district employee.

8.4 Jury Duty or Subpoenaed Court Service

8.41 All full time and regular part-time employees who are required to report for jury duty or subpoenaed for court services shall be paid their regular rate of pay for hours scheduled to work provided they submit to the Business Office proof of such service. This section shall not apply to court service related to personal litigation.

8.5 Death of Family/Death of Personal Friend

8.51 Each employee, both full-time and regular part-time, may have one (1) day per year with full compensation for the death of a relative other than as provided in Section 8.52. Any additional leave requested for this purpose will be charged against sick leave with full compensation. However, such time is available only between the time of the death and the funeral.

8.52 Where the death is in the household or the immediate family, (husband, wife, child, brother or sister of husband or wife, grandparent of husband or wife, parent of husband or wife, son-in-law, daughter-in-law, grandchild or any relative permanently residing with the employee), such leave shall not exceed five (5) days, except in the case where considerable distance is involved, in which case the five (5) days may be adjusted to meet the needs of travel time with full compensation. Time taken exceeding five (5) days will be charged against sick time.

8.53 Upon approval by the Superintendent of a written request, one (1) day of leave with pay, to be charged against sick leave, may be permitted, per year, per death, for legal transactions resulting from a death in the immediate family.

8.54 Each employee, both full-time and regular part-time, may be granted a day of leave for the death of a personal friend with **verbal notification to the immediate supervisor and follow up written notice and final approval by the Superintendent** or in his absence, the Business Administrator. Such time to be charged to accumulated sick leave.

8.6 Personal Leave

8.61 Each full twelve (12) month employees will be granted three (3) days (expressed as hours) and each full-time ten (10) month employee will be granted two (2) days (expressed as hours) of personal leave each fiscal year without deduction from salary. A day equals the number of hours the employee is regularly scheduled to work.

Full-time employees hired during the fiscal year will have their personal leave prorated during that year as follows: twelve (12) month employees will be granted one (1) day (expressed as hours) for each complete four (4) months of service and ten (10) month employees will be granted one (1) day (expressed as hours) for each complete five (5) months of service.

Such leave is to be used for the transaction of legal, economic, financial business which cannot be transacted outside the normal work day, or as a result of emergency conditions beyond the individual's control. All other extraordinary conditions may be granted as personal leave with the approval of the Superintendent. Requests for personal leave are to be submitted, in writing, twenty-four (24) hours prior to such leave, if possible, to the Superintendent.

For purposes of this Section 8.61, Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees for the purpose of earning personal leave but on days they are scheduled to work only seven (7) hours because of recess periods shall only be charged seven (7) hours personal leave if using a full day.

8.62 It is clearly understood, however, that such leave is not to be used to extend vacations or to provide entertainment related activities. Such leave shall not be granted prior to or subsequent to a holiday or vacation period without written approval by the Superintendent.

8.63 No more than two (2) employees from each department may utilize such leave at any one time.

8.64 Employees may be allowed personal days without pay where reasons do not warrant leave with pay. Requests for leave without pay must be arranged at least two (2) days prior to leave.

8.65 All unused personal leave will be credited to accumulated sick leave after the end of the fiscal year.

8.7 Leave Without Pay

Except as expressly authorized by the Board of Education, leave of absence without pay shall be limited to those specified in this article. Leave of absence without pay may be granted to employees holding a position by permanent appointment, by the Board of Education, as follows:

8.71 Military Service: Leaves of absence for military service shall be granted as provided in Section 243 of the Military Law governing military service and training.

8.72 Sick Leave Without Pay: In the cases where absences due to illness or disability shall extend beyond employee's sick leave benefits, as provided in this agreement, said employee shall be granted unpaid leave of absence for the duration of the illness or disability provided that a doctor's report is submitted indicating that the employee is physically incapable to perform his/her regular duties. Such unpaid leave of absence shall not be granted beyond the last day of the current school year.

An employee whose illness or disability, as confirmed by his attending physician, extends beyond the current school year and into the following school year may request, upon notice to the Superintendent not later than 21 days prior to the beginning of such leave request, an extended leave of absence without pay for a period not more than one (1) year. A further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously for six months.

In exceptional cases, a further leave extension without pay may be permitted by the Board of Education for good cause shown and where the interests of the school district would be served.

Leave under this section may be withheld or terminated if the Board of Education determines that the illness or disability is of such nature as to permanently incapacitate the employee for the performance of the duties of his position.

8.73 Child Rearing Leave

(1) The Board may grant a leave of absence without pay or increment, for child rearing (pre-school age), for a period(s) of time not to exceed two (2) years from the date the employee requests such leave to begin. Such leave may be granted to any regularly employed person as per New York State Law.

(2) Request for child-rearing leave must be filed with the Superintendent through the immediate supervisor at least thirty (30) days prior to the date the employee desires such leave to commence (when possible). In the event the child-rearing leave is related to pregnancy, the employee may request the leave to begin upon conclusion of her disability as attested to by a physician.

(3) The expiration date of the child-rearing leave shall coincide with the end of the fiscal year, and shall be so specified in the leave request. The employee may request any length of leave up to the two (2) years which ends at the end of the fiscal year providing the leave period is specified. If an employee requests a leave of less than two (2) years, it shall be extended by Board action provided that the employee files a request for extension at least sixty (60) days prior to the expiration of the original leave request. Only one extension may be granted.

(4) An employee must return to duty at the time specified in the leave request. Any employee on a child-rearing leave shall notify the Superintendent, in writing, of her intention to return, or not to return, at least sixty (60) days prior to the expiration of such leave.

(5) Child-rearing leave for any given child is non-renewable beyond two (2) years for any given leave.

(6) Child-rearing leave and other leaves without pay, except for illness or disability, shall not be counted towards seniority.

(7) If any of the procedures provided above shall be found contrary to law, then provisions under Article 12.11 of this contract shall apply.

8.8 Attendance Bonus

Any employee covered by the CSEA bargaining unit who is continuously employed from September 1st through June 30th, who does not utilize any days charged against their accumulated sick leave or personal leave time shall receive five hundred dollars (\$500) if a full-time employee, and two hundred fifty dollars (\$250) if a part time employee. This money shall be used by the District to purchase U.S. Savings Bonds. Such U.S. Savings Bonds shall be presented to eligible employees by September 15th of the year following eligibility. Contributions to the Sick Leave Bank shall not disqualify an employee from this benefit.

ARTICLE 9 AUTHORIZED ABSENCES FOR SPECIAL CONDITIONS

9.1 Authorized absences may be granted to all non-teaching employees under the following conditions: conferences, workshops, and CSEA meetings, when approved in advance by the Superintendent or his authorized representative, with or without pay.

9.2 Request for these absences must be made on a prescribed form and submitted to the Superintendent at least fifteen (15) days prior to the date or dates of absence requested. A written report of the conference, or workshop, except CSEA meetings, on forms specified by the Superintendent, must be submitted not later than five (5) days after the employee returns from this absence. Tax exempt forms must be used for expenses to be paid by the District and all claims for reimbursement must be itemized on the school's claim form with applicable receipts attached.

ARTICLE 10 PROMOTIONS

10.1 Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other civil service procedures shall be pursuant to the Civil Service Law.

ARTICLE 11 VACANCIES AND NEW POSITIONS

11.1 Whenever any new position or vacancy shall occur in the North Collins Central School System, such vacancy or position shall be announced by providing for appropriate posting in the main offices of each building. The posted announcement shall clearly set forth a

description of the qualifications for the position, including salary, and the procedure for interview of applicants. Such announcement of vacancy shall be posted for at least ten (10) work days prior to the last day on which applicants will be accepted.

11.2 To the greatest degree practicable, it is the mutual intent of the parties hereto that promotions shall be made first available to employees of the North Collins Central School System. However, should there be an applicant from the outside who is more qualified than applicants from within; an explanation should be given as to why the outside applicant was hired to fill the vacancy.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Contract Terms

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

12.12 The Head Custodian and Transportation Supervisor shall maintain a daily record of attendance and punctuality of each employee under their direction.

12.13 An employee in a competitive class position shall be granted an additional \$1.25 per hour in addition to his/her present salary when his/her supervisor is absent. An employee so appointed by the Superintendent/Business Manager will be expected to complete his/her normal duties in addition to the additional duties of his/her supervisor within their regularly scheduled work day.

12.14 Any time an employee is required to report for an instructional course outside their regular work hours, they shall receive their regular hourly rate of pay.

12.15 The President of CSEA Unit will be notified when major changes in work schedules, policies, and job descriptions are instituted.

12.16 In the case of a defeated budget, all personnel covered by this contract will receive salary increases as agreed upon in this contract when it has been legally determined that it is permissible to do so.

12.17 Within one (1) week after the effective date of the contract, the President of the CSEA shall notify each administrator, in writing, of all officers, grievance committee members, building representatives or other representatives of the CSEA Unit and, if any changes occur subsequent to this time, all administrators will be notified of these changes, in writing, no later than ten (10) days after these changes are made.

12.2 Bus Drivers

12.20 It is understood that clean up time, pre and post trip inspections, totaling forty-five (45) minutes, is included in computing number of hours driven by bus drivers as a basis for their contracted salary.

12.21.1 Bus drivers will be engaged on a contract basis and paid an annual ten-month salary based upon the bus route that is bid by and awarded to the bus driver on the basis of seniority, annually in August.

If school is closed during the school year for five (5) days or less, no adjustment will be made in the annual contract amount. If school is closed during the school year for more than five (5) days, an adjustment will be made in the annual contract amount at the rate of 1/190 of the annual contracted salary for each day over five (5) days that school is closed. Bus drivers will be paid the result of 1/190 of their annual salary divided by the normal hours in their contracted workday for each hour of service not contracted. Regular part-time or permanent part-time bus drivers will be paid an hourly rate as scheduled in Appendix "A".

If, because of days lost due to inclement weather or emergency closing, instructional days are scheduled during Christmas recess and/or Easter recess and/or other non-instructional calendar days and transportation of students is necessary, bus drivers shall make their regularly scheduled daily runs without additional compensation to their annual salary.

In the event a bus run becomes vacant prior to January 31st, that vacant bus run shall be reposted and shall be awarded on the basis of seniority. If a bus run becomes vacant after January 31st, the District may post it as described herein, or may at their discretion fill the vacancy with a substitute or temporary employee until the annual bid, at which time it shall be posted and awarded on the basis of seniority.

Similarly, if a bus run is changed substantially, or eliminated, all bus runs junior to the affected employee shall be posted for rebidding and awarded on the basis of seniority, until the following annual bid.

12.21.2 The District will allow bus attendants to choose a bus run based on seniority. The District reserves the right, however, to reassign bus attendants on a discretionary basis to the run which best meets the needs of the District and the students. If a more senior attendant is assigned to a run with more contract hours he/she shall be given a two week notice prior to the change being made. If a more senior attendant is reassigned a run which has fewer contract hours than the attendant originally selected, a "Run Differential" will be paid to the senior attendant as follows:

*** The difference between the actual payroll recorded for the entire school year for the senior attendant (excluding any summer runs or extra trips), and the number of hours which were worked by the reassigned junior attendant, (excluding any summer runs or extra trips), times the senior attendant's hourly rate of pay, shall be paid to the senior attendant.**

*** The "Run Differential" will be paid during the last payroll of the year.**

*** The senior attendant shall be eligible for the "Run Differential" from the time he or she is reassigned from a run with more hours to a run with fewer hours.**

12.22 Bus drivers shall have a rotation wheel for extra work/special trips exclusive of Section 3.11. The wheel will work as follows:

A. Any extra work, including committee work, outside the contracted hours must be posted on the wheel.

B. All trips shall be posted on the previous *Wednesday* of any given week.

C. According to seniority on a rotational basis, a driver may select any trip he/she desires on any given day during the week. If the driver chooses not to select, they will be bypassed and the rotation shall continue until all trips are satisfied. It is understood that the rotation for the following week shall begin where it was left off on the previous week.

D. All trips, regardless of length, must be posted on the wheel. In the event a trip lasts less than three (3) hours, the driver of that trip shall be placed back at the top of the wheel and remain there until the hours worked on the extra trips exceeds three (3) hours.

E. In the event of cancellation of an extra trip, that driver's name shall then be placed at the top of the wheel and shall have priority bidding the next available trip.

F. When a driver cancels out of a trip, that trip will be put up for bid by seniority in compliance with the rotation wheel. If a driver cancels three (3) consecutive times, his/her name will be removed from the wheel for a length of thirty (30) days beginning from the date of cancellation. Upon returning to the wheel, that driver will then take his previous place in the order of seniority.

G. If a trip comes up during any period that a regular full-time driver is not driving their regularly scheduled contracted run, the trip must be put on the rotation wheel. If no regular full-time driver accepts the trip, it may then be given to a regular part-time driver or substitute driver.

12.23 The fall two (2) hour refresher course **and the spring two (2) hour refresher course** will be attended by each driver and compensated by the District at the **employee's** hourly rate.

12.3 Travel Allowances

12.31 Employees required to travel between district school buildings will be reimbursed a rate per mile as determined by the Board of Education.

12.4 Head Bus Driver

12.41 The following describes the amount of time worked by the Head Bus Driver:

- 11-month position (based on 220 days)
- One (1) sick day per month plus the balance of Section 8.15(1)
- Personal Leave days - 2
- Days off to be agreed to by Business Manager or Superintendent

ARTICLE 13 PRIVILEGES OF THE ASSOCIATION

13.1 The Association May Use:

13.11 School buildings for association meetings when approved by the Board of Education, provided that such meetings do not interfere with the normal operations of the school and shall not occur during normal school hours.

13.12 Association meetings shall be arranged through the Office of the Superintendent.

13.13 Association meeting dates will be arranged by the President of the Association and the Superintendent. The Superintendent may approve any subsequent request for changes in dates, times, or places to be used.

13.14 The Association will have the right to place notices and circulars, which have had prior approval of the Superintendent, on bulletin boards in the employee lounges and in mailboxes - limited to not more than one-half the available space therein or thereon. Any material of political nature which endorses or opposes a political candidate for public office may not be posted or distributed.

13.15 Elected officers of the Association will be held responsible for the posting and distributing of Association materials.

ARTICLE 14 BOARD MINUTES

14.1 A copy of the minutes of all school board meetings shall be forwarded to the CSEA Unit President for posting in an area readily accessible to all employees of this unit.

ARTICLE 15 GRIEVANCES

15.11 The purpose of this grievance procedure shall be to afford employees an adequate opportunity to dispose of their differences and to settle equitably and informally, if possible, at the lowest possible level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this contract.

15.12 The following definitions shall apply to Article 15 of this contract:

- (1) "Immediate Supervisor" refers to the Department Head.
- (2) "Superintendent" shall mean the Superintendent of the North Collins Central School District.
- (3) "Association Committee" shall refer to the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, North Collins Central School Unit of Local 868.
- (4) "School Day" a day when teachers are scheduled to be in school except that during the summer recess, it shall mean any calendar day except Saturday, Sunday, Independence Day, or Labor Day.
- (5) "Informal Presentation" shall mean an oral statement by the employee and/or the Grievance Committee representative to the immediate supervisor. It must be clearly stated that this is an informal discussion of a grievance.
- (6) "Formal Presentation" shall mean a signed written statement by the employee of his grievance. This statement shall set forth the alleged facts upon which the grievance is based and the particular provisions of this contract claimed to have been violated, misapplied, or misinterpreted.
- (7) "Grievant" shall mean an aggrieved member of the negotiating unit; however, if the grievance involves all or a majority of members of the negotiating unit in a department or building, "grievant" shall mean the Association.

(8) "Grievance" is a claimed violation, misinterpretation, or misapplication of a provision of this agreement.

15.13 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

15.14 At Levels I, II, and III, only those persons and parties shall participate in meetings on grievances as are specifically referred to in the provisions of Section 15.2 "Grievance Procedure". At Levels IV and V, the Association and the District may each be represented by a duly authorized representative.

15.15 The time limits set forth in Section 15.2 "Grievance Procedure" must be strictly adhered to by the parties and the employees. However, the District and the Association may mutually agree in writing to modify any such limit and consent to a modification must not be withheld unreasonably or by either party.

15.2 Grievance Procedure

15.21 Level I Informal Presentation to Supervisors

A grievant presenting a grievance must initiate this procedure within twenty (20) school days of the date of the incident by the following steps:

(1) The grievant must approach his immediate supervisor and request a meeting, clearly stating that this meeting concerns an alleged grievance.

(2) The meeting will take place within five (5) school days from the time of the request. The grievant may not be compelled to discuss the grievance prior to any scheduled meeting.

(3) The grievant will discuss the grievance with his immediate supervisor.

(4) After the meeting, the immediate supervisor will issue a verbal decision within two (2) school days.

15.22 **Level II Formal Presentation to Immediate Supervisor**

If the grievance is not resolved at Level I, a formal written presentation shall be made to the immediate supervisor within five (5) school days from the date of meeting described in Section 15.21 (2) of this contract. Within five (5) school days after receipt of the written grievance, the supervisor shall render a written decision thereon in writing and present it to the grievant and the Chairman of the Association Committee.

15.23 **Level III Superintendent**

(1) If the grievant and the Association Committee are not satisfied with the written decision at the conclusion of Level II and wish to proceed further under this grievance procedure, within five (5) school days following the receipt of decision, the grievant and the Association Committee shall file the grievance and a copy of the written decision at Level II with the Office of the Superintendent.

(2) Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a meeting with the grievant and the Association Committee.

(3) The Superintendent shall render a decision in writing to the grievant and the Association Committee within five (5) days after the conclusion of the meeting.

15.24 **Level IV Board of Education**

(1) If the grievant and the Association Committee are not satisfied with the decision at Level III, the grievant and the Association Committee will file an appeal in writing with the Board within five (5) school days after receiving the decision at Level III. The written grievances and the written decisions at Level II and III shall be available for use by the Board and the grievant or the Association Committee.

(2) The Board shall hold a special meeting in executive session on the grievance with the grievant, the Association Committee, and the Superintendent, within twenty (20) school days after receipt of the written appeal.

(3) Within ten (10) school days after the conclusion of the meeting, the Board shall reply in writing on the grievance to the grievant, Superintendent, and the Association Committee.

15.25 Level V Arbitration

(1) After such meeting, if the grievant and the Association Committee are not satisfied with the decision at Level IV, and the Association Committee determines that the grievance is meritorious and that appealing it is in the best interest of the grievant, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Level IV.

(2) Upon receipt of such written notice, the Superintendent and the Chairman of the Association Committee shall jointly send a letter to the American Arbitration Association ("AAA") which:

(a) Requests arbitration of one specifically identified grievance, and,

(b) Requests the "AAA" to send to each party a list of ten (10) names of arbitrators.

Each party, not later than the tenth (10th) school day after receipt of its copy of the list, must mail its copy to the "AAA" with any names numbered in order to show the party's preference. The "AAA" shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the "AAA" determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the "AAA" determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

(3) The decision of the arbitrator, which shall be rendered to the Board, the Superintendent, and the Association Committee, shall be binding on the grievant and all other parties.

(4) All expenses of the arbitrator, including per diem costs, shall be paid jointly and equally by the District and the Association.

16.1 A Labor Management Committee consisting of three (3) union representatives designated by the Union President and three (3) management representatives, one being a Board Member is established. Meetings will take place as necessary. Either the Superintendent or the Unit President may schedule a meeting.

ARTICLE 17 SENIORITY/LAYOFF/RECALL

In the event of staff cutbacks, the employee with the least seniority within the affected job classification shall be first to be laid off. Employees may bump back to a previous position they held on a permanent basis, as long as they have more seniority than the person they are displacing.

Seniority, as herein utilized, shall be defined as length of continuous service to the District. Such continuous service shall include sick leave, with or without pay, military leave, any other approved paid leave, such other periods of service, if any, as the Civil Service Law or other statutes require to be treated as part of the employee's continuous service. Employees who take an approved unpaid leave shall have their seniority "frozen" at the time such leave commences and shall not earn additional seniority until such time as they return to work for the District. At that time the accumulation of additional seniority will resume.

Employees affected by such layoffs shall be placed on a recall list. In the event of future vacancies within the same job classification, the employee(s) with the greatest seniority shall have first opportunity to accept such position(s). If an employee refuses such opportunity, he shall be dropped from the recall list.

CSEA employees shall be notified within fifteen (15) days of a layoff due to their position being eliminated.

ARTICLE 18 DISCIPLINE

Employees in the competitive class; or those employees who are exempt fireman or veterans of foreign war shall be covered by the provisions of Sections 75 and 76 of the New York State Civil Service Law.

Employees in the non-competitive class or labor class not otherwise covered, and who have completed three (3) years of permanent employment with the District, shall be afforded the right, protections and coverage of Sections 75 and 76 of the New York State Civil Service Law.

Employees shall have the following rights in regard to personnel files:

- a. Right to review personnel files.
- b. Right to rebut derogatory articles in personnel files. Rebuttal to be part of the file.

FINAL YEAR INCREMENT

The District shall grant full-time employees an option to apply for an added, one time only, retirement increment if they meet all the following conditions:

- (1) Attained the age of fifty-four (54)
- (2) Has fifteen (15) or more years of continuous service in the North Collins Central School District.
- (3) Submits a written request and resignation at least six (6) months prior to the resignation date.

Upon receipt of the employee's request and resignation, the Board of Education shall promptly act upon and accept the resignation effective at the completion of the final six (6) months of service, provided, however, no charges are being filed under Section 75 of the Civil Service Law.

During the final six (6) months of service, the full-time employee shall be paid his or her normal contracted salary. An increment of ten percent (10%) of his or her annual contract salary (annual contract salary shall include base salary plus longevity) shall be paid to the retiring employee on the last pay period of his/her active employment. The final year's total salary increase shall not exceed twenty percent (20%) of the previous year's salary.

If the increment crosses two (2) school years, the increase will be prorated to the appropriate salary schedule of the two school years.

SIGNATURES

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be signed in their respective names by their respected representatives hereto duly authorized.

Penny Gleason
Penny Gleason, LRS Date
Patty Hoch 8/4/09
Patty Hoch, President Date

Edith Chmiel 8-4-09
Edith Chmiel Date

Benjamin A. Halsey 8/19/09
Benjamin A. Halsey Date

Betty Gabel 8-5-09
Betty Gabel Date

Arthur D. Elis
President Board of Education Date

Kathy Mason 8-10-09
Kathy Mason Date

Kevin Hornberger 8-4-09
Kevin Hornberger Date

Paul Lampke 8/5/09
Paul Lampke Date

Michelle Filer 8/14/09
Michelle Filer Date

SICK LEAVE BANK PARTICIPATION FORM

I, _____ desire to participate in the
(PRINT NAME)

Sick Leave Bank Program and authorize the Business Office to deduct from my accumulated sick leave the day(s) so required by my membership and deposit them in the North Collins Central School/CSEA Sick Leave Bank.

Note: Section 8.19 of the CSEA Contract.

Signature

Date

or

I, _____ do not desire to participate in
(PRINT NAME)

the Sick Leave Bank Program. I fully understand that this is a one time offering and current Sick Leave Bank wording prohibits me from joining at a later date.

Signature

Date

Failure to return this form within thirty (30) days from the date of eligibility will mean you have declined this offer to join the Sick Leave Bank.

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SALARY SCHEDULE
2008-2009

APPENDIX A

POSITION	I	II	III	IV	V	VI	VII	VIII	IX	X
Clerk Typist	23,256	24,068	24,879	25,697	26,509	27,326	28,139	29,234	30,185	31,058
Senior Clerk Typist	24,977	25,865	26,746	27,648	28,539	29,426	30,315	31,520	32,732	33,605
Clerk Stenographer	24,977	25,865	26,746	27,648	28,539	29,426	30,315	31,520	32,732	33,605
Senior Clerk Stenographer	28,014	29,029	30,050	31,074	32,098	33,110	34,134	35,518	36,783	37,659
Account Clerk	28,014	29,029	30,050	31,074	32,098	33,110	34,134	35,518	36,783	37,659
Payroll Clerk	28,123	29,042	30,160	31,184	32,207	33,219	34,242	35,627	36,893	37,767
Senior Account Clerk	28,231	29,247	30,267	31,298	32,318	33,336	34,354	35,737	37,008	37,881
Registered Professional Nurse	24,715	25,443	26,203	26,955	27,454	28,508	29,561	30,607	31,666	32,540
Custodians (2080 Hours) <01/01/05	27,163	28,178	29,201	30,193	31,250	37,486	38,356	40,039	41,539	42,412
Custodians (2080 Hours) >01/01/05	27,163	28,178	29,201	30,193	31,250	32,345	33,477	34,650	35,861	37,116
Head Custodian (2080 Hours)	37,053	38,536	40,031	41,517	43,010	44,511	46,156	48,459	50,758	51,634
Laborer (2080 Hours)	23,974	24,421	24,873	25,324	26,228	27,131	28,043	28,944	29,846	30,720
Cleaner	9.36	9.59	9.84	11.11	11.39	11.67	11.90	12.17	12.61	13.03
Dining Room Monitor	9.79	10.03	10.30	10.54	10.86	11.11	11.35	11.64	12.04	12.50
Messenger	9.79	10.03	10.30	10.54	10.79	11.03	11.26	11.51	13.37	13.80
Head Bus Driver	20.58	21.40	22.25	23.00	23.84	24.73	25.79	26.59	27.00	27.80
Bus Driver	14.46	15.25	16.07	16.92	17.67	18.51	19.40	20.45	21.24	21.67
Teacher Aide	10.05	10.88	11.15	11.40	11.63	11.85	12.09	12.46	12.87	13.30
Bus Aide	10.05	10.88	11.15	11.40	11.63	11.85	12.09	12.46	12.87	13.30
Microcomputer Tech Spt Spec	20.73	21.89	23.04	23.59	24.16	24.74	25.33	25.94	26.58	27.19
Computer Spt Assistant	14.72	15.51	16.14	16.54	16.92	17.33	17.76	18.18	18.61	19.06

SALARY SCHEDULE
2009-2010

APPENDIX A

POSITION	I	II	III	IV	V	VI	VII	VIII	IX	X
Clerk Typist	23,430	24,249	25,066	25,890	26,708	27,531	28,350	29,453	30,411	31,291
Senior Clerk Typist	25,164	26,059	26,947	27,855	28,753	29,647	30,542	31,756	32,977	33,857
Clerk Stenographer	25,164	26,059	26,947	27,855	28,753	29,647	30,542	31,756	32,977	33,857
Senior Clerk Stenographer	28,224	29,247	30,275	31,307	32,339	33,358	34,390	35,784	37,059	37,941
Account Clerk	28,224	29,247	30,275	31,307	32,339	33,358	34,390	35,784	37,059	37,941
Payroll Clerk	28,334	29,260	30,386	31,418	32,449	33,468	34,499	35,894	37,170	38,050
Senior Account Clerk	28,443	29,466	30,494	31,533	32,560	33,586	34,612	36,005	37,286	38,165
Registered Professional Nurse	24,900	25,634	26,400	27,157	27,660	28,722	29,783	30,837	31,903	32,784
Custodians (2080 Hours) <01/01/05	27,367	28,389	29,420	30,419	31,484	37,767	38,644	40,339	41,851	42,730
Custodians (2080 Hours) >01/01/05	27,367	28,389	29,420	30,419	31,484	32,588	33,728	34,910	36,130	37,394
Head Custodian (2080 Hours)	37,331	38,825	40,331	41,828	43,333	44,845	46,502	48,822	51,139	52,021
Laborer (2080 Hours)	24,154	24,604	25,060	25,514	26,425	27,334	28,253	29,161	30,070	30,950
Cleaner	9.43	9.66	9.91	11.19	11.48	11.76	11.99	12.26	12.70	13.13
Dining Room Monitor	9.86	10.11	10.38	10.62	10.94	11.19	11.44	11.73	12.13	12.59
Messenger	9.86	10.11	10.38	10.62	10.87	11.11	11.34	11.60	13.47	13.90
Head Bus Driver	20.73	21.56	22.42	23.17	24.02	24.92	25.98	26.79	27.20	28.01
Bus Driver	14.57	15.36	16.19	17.05	17.80	18.65	19.55	20.60	21.40	21.83
Teacher Aide	10.13	10.96	11.23	11.49	11.72	11.94	12.18	12.55	12.97	13.40
Bus Aide	10.13	10.96	11.23	11.49	11.72	11.94	12.18	12.55	12.97	13.40
Microcomputer Tech Spt Spec	20.89	22.05	23.21	23.77	24.34	24.93	25.52	26.13	26.78	27.39
Computer Spt Assistant	14.83	15.63	16.26	16.66	17.05	17.46	17.89	18.32	18.75	19.20

SALARY SCHEDULE
2010-2011

APPENDIX A

POSITION	I	II	III	IV	V	VI	VII	VIII	IX	X
Clerk Typist	23,606	24,431	25,254	26,084	26,908	27,737	28,563	29,674	30,639	31,526
Senior Clerk Typist	25,353	26,254	27,149	28,064	28,969	29,869	30,771	31,994	33,224	34,111
Clerk Stenographer	25,353	26,254	27,149	28,064	28,969	29,869	30,771	31,994	33,224	34,111
Senior Clerk Stenographer	28,436	29,466	30,502	31,542	32,582	33,608	34,648	36,052	37,337	38,226
Account Clerk	28,436	29,466	30,502	31,542	32,582	33,608	34,648	36,052	37,337	38,226
Payroll Clerk	28,547	29,479	30,614	31,654	32,692	33,719	34,758	36,163	37,449	38,335
Senior Account Clerk	28,656	29,687	30,723	31,769	32,804	33,838	34,872	36,275	37,566	38,451
Registered Professional Nurse	25,087	25,826	26,598	27,361	27,867	28,937	30,006	31,068	32,142	33,030
Custodians (2080 Hours) <01/01/05	27,572	28,602	29,641	30,647	31,720	38,050	38,934	40,642	42,165	43,050
Custodians (2080 Hours) >01/01/05	27,572	28,602	29,641	30,647	31,720	32,832	33,981	35,172	36,401	37,674
Head Custodian (2080 Hours)	37,611	39,116	40,633	42,142	43,658	45,181	46,851	49,188	51,523	52,411
Laborer (2080 Hours)	24,335	24,789	25,248	25,705	26,623	27,539	28,465	29,380	30,296	31,182
Cleaner	9.50	9.73	9.98	11.27	11.57	11.85	12.08	12.35	12.80	13.23
Dining Room Monitor	9.93	10.19	10.46	10.70	11.02	11.27	11.53	11.82	12.22	12.68
Messenger	9.93	10.19	10.46	10.70	11.03	11.27	11.52	11.81	12.22	12.68
Head Bus Driver	20.89	21.72	22.59	23.34	24.20	25.11	26.17	26.99	27.40	28.22
Bus Driver	14.68	15.48	16.31	17.18	17.93	18.79	19.70	20.75	21.56	21.99
Teacher Aide	10.21	11.04	11.31	11.58	11.84	12.03	12.27	12.64	13.07	13.50
Bus Aide	10.21	11.04	11.31	11.58	11.81	12.03	12.27	12.64	13.07	13.50
Microcomputer Tech Spt Spec	21.05	22.22	23.38	23.95	24.52	25.12	25.71	26.33	26.98	27.60
Computer Spt Assistant	14.94	15.75	16.38	16.78	17.18	17.59	18.02	18.46	18.89	19.34