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Title: **Cambridge Central School District and Cambridge Central School District Service Employees Unit #9051, CSEA Local 1000, AFSCME, AFL-CIO, Washington County Local 858 (2008)**

Employer Name: **Cambridge Central School District**

Union: **Cambridge Central School District Service Employees Unit #9051, CSEA, AFSCME, AFL-CIO**

Local: **Washington County Local 858, 1000**

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

Expiration Date: **06/30/2009**

PERB ID Number: **4673**

Unit Size:

Number of Pages: **32**

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AGREEMENT

by and between the

**CAMBRIDGE CENTRAL
SCHOOL DISTRICT**

and

CSEA, Local 1000, AFSCME, AFL-CIO



**Cambridge Central CSD Service Employees Unit #9051
Washington County Local 858**

July 1, 2008 – June 30, 2009

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PREAMBLE

IT IS THE INTENT AND PURPOSE OF THE PARTIES TO SET FORTH HEREIN THE AGREEMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS OF THE CAMBRIDGE CENTRAL SCHOOL DISTRICT AND THE CAMBRIDGE CENTRAL SCHOOL DISTRICT UNIT OF THE WASHINGTON COUNTY LOCAL 858, CSEA LOCAL 1000, AFSCME.

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ARTICLE I / DEFINITIONS

1. CSEA Cambridge Central School District Unit of the Washington County Local of the Civil Service Employees Association, Inc.
2. District Cambridge Central School District.
3. Board Cambridge Central School District Board of Education.
4. Superintendent Superintendent of Schools and Chief Executive Officer of the Cambridge Central School District.
5. Immediate Supervisor The first level of supervision from whom an employee receives work instructions.
6. Employee Non-instructional employee of the Cambridge Central School District in the CSEA bargaining unit.
7. Job Titles The specific employment area for which the employee was hired and assigned, as specified in classification standard through the Washington County Civil Service Commission.
8. Probationary Period Shall be established as six months for all appointments of competitive class employees made from the effective date of employment as signified in the Board of Education minutes. All other employees will have a probationary period as specified in Article 75 of Civil Service Law.
9. AFSCME American Federation of State, County and Municipal Employees.
10. AFL-CIO American Federation of Labor-Congress of Industrial Organization



ARTICLE II / RECOGNITION

A. The Cambridge Central School Board of Education recognizes the Cambridge Central School District Unit of the Washington County Local of the Civil Service Employees Association, Inc. as the exclusive bargaining agent for all non-instructional personnel employed by the District, except substitute employees and those employees designated as managerial or confidential. This recognition shall extend for the maximum period permitted by law.

B. The CSEA affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or impose an obligation to conduct, assist, or participate in any such strike, or impose an obligation to conduct, assist, or participate in such a strike and it shall not cause, instigate or condone a strike.

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ARTICLE III / NEGOTIATIONS

A. In the year this Agreement terminates, and on or about a February 15, the parties will meet to begin negotiations for a successor Agreement concerning the terms and conditions of employment for Bargaining Unit Members.

B. All proposals requesting modifications of the existing Agreement must be submitted in writing at the first negotiating meeting of the parties. No new proposals may be brought up during subsequent negotiations by either party unless mutually agreed to by both parties.

C. All negotiations for employees in the bargaining unit will be conducted between the Superintendent, and/or his representative, and CSEA to the extent provided for in the Recognition Agreement.

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ARTICLE IV / GRIEVANCE PROCEDURE

A. Purpose

It is the intent of this procedure to provide for the orderly settlement of differences between the parties in a fair and equitable manner. The settlement of grievances at the earliest possible stage is encouraged by both parties.

B. Definitions

1. **Grievance:** A complaint by an employee, or a group of employees in the bargaining unit, that there has been a violation, misinterpretation or inequitable application of a provision of the agreement. However, the term "Grievance" and this procedure, shall not apply to any matter which the method of review or remedy, is prescribed by law, or in which the Superintendent or Board is without authority to act.

2. **Aggrieved Party:** An employee or a group of employees initiating the complaint.

3. **Party in Interest:** The CSEA Unit, any person named in a grievance; any person who might be required to take action, or whom action might be taken against; or any person involved with the grievance.

4. **Day:** Except as otherwise indicated in this procedure, the term "day(s)" shall mean days when school is in session.

C. Time Limits

1. The time limits set forth in this procedure are the maximum allowable and may be extended only by written mutual consent of the parties.

2. If a grievance is not initiated in accordance with these procedures, or it is not appealed to the next higher stage within the specified time limit, the grievance will be considered resolved, and further appeal under this Article is barred.

3. If a decision at any stage is not rendered within the time limit specified, the aggrieved party may submit the grievance to the next available stage.

4. A grievance may not be processed by this procedure unless it is initiated at Stage 1 within thirty (30) school days of the date the employee knew or should have known of the situation causing the alleged grievance.

D. General Rules

1. An aggrieved party has the right to be represented at any stage of this procedure, except the informal stage by a person of their choice. However, employee organizations, other than the recognized bargaining agent or their representatives shall not represent unit employees.



ARTICLE IV / GRIEVANCE PROCEDURE (CONTINUED)

2. Except at the informal stage, all grievances shall be in writing and shall specify the name or names of the aggrieved party; the specific provisions of the Agreement claimed to be violated; the time and place where the alleged event or omission occurred on which the grievance is based; the person or persons responsible for causing the alleged grievance; and a detailed statement of the grievance with the remedy sought.

3. Preparation of grievances shall normally be done outside the hours of employment.

4. Nothing contained herein shall be construed as limiting the right of any employee to discuss a problem or potential grievance with his immediate supervisor, or with the Superintendent, and resolve the matter informally without the intervention of CSEA. When this occurs, the decision reached shall be final and binding upon the aggrieved party and District, but this decision shall not establish a binding precedent upon either party to this Agreement in future grievances.

5. The election of an employee and/or the CSEA to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available.

E. Procedure

Stage 1 - INFORMAL IMMEDIATE SUPERVISOR:

A. An aggrieved party shall present an alleged grievance to their immediate supervisor orally and informally, with the objective of resolving the matter.

B. The immediate supervisor will render a verbal decision to the aggrieved party within three (3) days of discussing the grievance.

Stage 2 - FORMAL IMMEDIATE SUPERVISOR:

A. If the decision at Stage 1 is not acceptable to the grievant, the aggrieved party shall present the grievance in writing to their immediate supervisor within five (5) days of the decision from Stage 1.

B. Within five (5) days of receiving the written grievance, the immediate supervisor will issue a written decision to the aggrieved party.



ARTICLE IV / GRIEVANCE PROCEDURE (CONTINUED)

Stage 3 - SUPERINTENDENT:

- A. If the decision at Stage 2 is not acceptable to the grievant, the aggrieved party shall present the grievance in writing to the Superintendent within five (5) days of receiving the decision from Stage 2.
- B. Within ten (10) days the Superintendent or his/her representative may conduct a hearing with the aggrieved party.
- C. Within five (5) days of the hearing conclusion, the Superintendent will issue a written decision on the matter.

Stage 4 - BOARD OF EDUCATION:

- A. If the decision at Stage 3 is not acceptable to the grievant, the aggrieved party may, within five (5) days of its receipt, appeal to the Board in writing, requesting a hearing on the grievance. The appeal must be addressed to the Clerk of the Board, with a copy to the Superintendent.
- B. The Board, or a committee thereof, will conduct a hearing on the grievance in executive session, within fifteen (15) days of receiving the appeal.
- C. Within fifteen (15) days of the hearing conclusion, the Board will issue a written decision on the matter.

Stage 5 - ARBITRATION:

If the decision at Stage 4 is not acceptable, the Union may submit the grievance to arbitration within ten (10) days of receiving the Stage 4 decision, by giving written notice to the Superintendent.

F. Rules Governing Arbitration

1. Within ten (10) days of receiving the written notice in Stage 5, the parties will attempt to agree on a mutually acceptable arbitrator, and request his service.

2. If the parties fail to agree on a mutually acceptable arbitrator, the Union will request a list of arbitrators from the New York State Public Relations Board, and/or the American Arbitrator Association. Thereafter, the parties will be bound by the rules of this organization in the selection of an arbitrator, and in the conduct of procedure and hearings.

3. The arbitrator so selected will conduct the hearing promptly, and will issue his decision no later than thirty (30) calendar days after the close of the hearing, or the date of the submission of final briefs to him, whichever is later. The arbitrator's decision shall be in writing, and shall set forth his finding of fact, conclusion, and the reasons therefore.



ARTICLE IV / GRIEVANCE PROCEDURE (CONTINUED)

4. The arbitrator shall have no power or authority to make any decision contrary to, or inconsistent with applicable laws, or rules and regulations having the force of law. The arbitrator shall have no power or authority to alter or modify any provisions of this Agreement, or to substitute or add any provisions.

5. The decision of the arbitrator shall be limited to interpretation of this Agreement, and shall be final and binding on all parties.

6. The costs for the services of an arbitrator including expenses, if any, will be born equally by the District and the aggrieved party.

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ARTICLE V / WORKING CONDITIONS

A. Work Week

The normal work week shall be Monday through Friday. In emergency situations, as determined by the Superintendent, the work week may be temporarily modified as required during the emergency. Thereafter, the work week will revert to the above.

B. All employees will be paid bi-weekly.

C. Work Day

The normal hours of work for the various job classifications are listed in the appendix. Positions within a job classification may be created which have different hours of work than what is listed in the appendix because of job expectations and requirements.

The starting and ending time for an employee's work day will be determined by the District based on job requirements. Changes in their times may be made as is necessary, or as is beneficial to the District operations. However, before a substantial change is made in the tour of duty of an employee, or a group of employees, the District will consult with the Unit President of CSEA, or his designee. A substantial change is one in which more than 20% of the work time, as limited in the appendix is modified.

D. Lunch

All employees working in excess of six hours per day are entitled to an unpaid lunch period. The length of the lunch period and the timing shall be determined by the District, but shall be no less than one-half hour.

E. Break Time

All employees are limited to a fifteen (15) minute break during each four hour consecutive work period. The time of the break period will be determined by the District.

F. Smoke-Free Environment

All employees are entitled to a smoke free environment. In order to accomplish this, all employees will be prohibited from smoking on any school grounds, in school buildings, or in school vehicles.



ARTICLE V / WORKING CONDITIONS (CONTINUED)

G. Expenses

Personnel required to be away from the school because of assigned job responsibilities will be reimbursed for actual expenses incurred as follows. Receipts for all expenses are required for reimbursement.

1. Lodging: For authorized overnight trips only, the actual cost of lodging will be paid up to a total of \$60.00 per night. A greater amount will be paid only if prior approval is obtained from the Superintendent before the trip.

2. Meals: The actual cost of meals will be reimbursed, while employees are on authorized District assignment, limited by the following:

Breakfast - \$ 7.00	Overnight trips only.
Lunch - \$ 8.00	Trips extending between 11:00 AM and 1:00 PM and of at least three hours duration.
Dinner - \$15.00	Trips extending between 4:30 PM and 6:30 PM and of at least three hours duration.

When more than one meal is consumed, the cost of any meal may exceed the amount shown, but the total of all meals consumed will be limited to the sum of the appropriate allowances listed above.

H. Disciplinary Action

All eligible employees in the bargaining unit will be granted protection in accordance with Civil Service Law, Section 75 and 76.

I. Clothing

1. All personnel will wear clothing appropriate to the respective jobs. Any questions about appropriateness of attire will be resolved by the employees' supervisor, and/or the Superintendent.

2. (a) The District shall provide Custodians, Mechanics and Bus Driver/Cleaners with a uniform rental service of eleven (11) sets of uniforms every two (2) weeks. Except during vacation periods or summer recess, employees will be required to wear uniforms.

(b) Effective September 1, 2008, the District shall provide all Cafeteria employees with five (5) shirts with school logo, one (1) cap or visor, and, three (3) aprons, at the time of hire. Each year thereafter, cafeteria employees will receive three (3) shirts with logo, one (1) cap or visor, and, three (3) aprons. For the purpose of implementation, all current cafeteria employees will receive the initial allocation for the 2008-2009 school year. Long sleeve or short sleeve shirts shall be an optional choice, per employee, per year. Except during vacation periods or summer recess, employees will be required to wear uniforms.



ARTICLE V / WORKING CONDITIONS (CONTINUED)

(c) A \$75.00 shoe allowance will be allotted for full-time employee workers, cafeteria, mechanics, and custodians; to be claimed in June each year. Part-time cafeteria employees will be allotted a \$35.00 shoe allowance, which will be claimed in June each year. All employees claiming a stipend for shoes must turn in receipts of purchase by June 1st of each year.

3. All uniforms patches, and uniforms logos in the possession of an employee who ceases employment with Cambridge Central School will be returned to the District. Final checks, or payments will be withheld pending receipt of all logos and patches.

J. Transportation

1. Extra-Curriculum and Athletic Activity Trips

(a) Assignment of bus drivers to the various activity trips will be made on a rotating basis of all part time drivers employed by the District. The basis of the rotation shall be the bus driver seniority list, starting with the most senior driver. Any time served that is beyond the regularly scheduled runs shall be eligible for overtime as per Article XI part D.

(b) If a driver does not accept a trip, that driver will forfeit his/her turn in that particular rotation. He/She will be eligible for a trip when the rotation next gets to their name after completing the full list.

(c) Activity trips made during day or time scheduled for regular bus runs will be assigned to available drivers or to substitutes as deemed appropriate by the Transportation Supervisor.

(d) In the event that no drivers will accept a trip, drivers may be assigned to trips based on the rotation list. Failure to accept the trip after assignment in this manner may lead to disciplinary action, including dismissal for insubordinate behavior. This trip assignment procedure shall only apply to trips of less than eight hours (one day in duration).

2. Extended Trips

In instances where trips extend more than one day in duration, the District may utilize the service of personnel outside of the bargaining unit to drive District vehicles.

K. In-Service Training

The District will grant each member of the Bargaining Unit who has been appointed to a permanent position, two (2) in-service days each school year, to be paid at the employee's hourly rate of pay, for training in the duties of their appointed position, provided approval is granted for the training by the employee's immediate supervisor.

L. Commercial Drivers License Maintenance Stipend

The District agrees to pay twenty (\$20) dollars per year for the maintenance of a Commercial Drivers License to employees who complete the Annual Bus Driver Mandatory Safety Meeting.



ARTICLE V / WORKING CONDITIONS (CONTINUED)

The District shall continue to pay the cost of finger printing and background investigation of current and prospective Bus Drivers.

The District will pay for bus driver training. Employees who leave the district on their own accord within two years of receiving training will reimburse the district the full cost of training as determined by the superintendent.

ARTICLE VI / EMPLOYEE RIGHTS

A. Job Openings

1. The District will announce new job openings or classifications on the central bulletin boards of all departments for a period of five (5) working days to give employees the opportunity to file job applications.

2. When part-time positions are changed to full-time positions of six or more hours per day, the job will be posted.

3. Selection of personnel to fill vacant positions will be determined by the Board of Education based on ability, qualifications, and experience. When these factors are equal for more than one candidate, the seniority of the District employees will be the determining factor in the selection of the successful candidate.

4. The Cambridge Central School District agrees to notify the CSEA Unit President immediately of all job openings, including job classification, location of position and salary. During summer vacation, notice of vacancies will be sent to the CSEA Unit President promptly.

5. When the District assigns an employee for three days or more in a higher rate job category, the employee will receive the higher rate retroactive to the initial assignment.

B. Seniority

1. Employee District seniority will be established as of the effective date of the Board's appointment of that person to a permanent position within the Bargaining Unit, as recorded in the Board minutes.

In the case that more than one employee is appointed to a position on the same date, the person who is first named to the appointment in the Board minutes shall be considered to have the greater seniority for employment purposes.

2. An employee's actual seniority will be determined by the length of their continuous service in the District, following the effective date of their appointment as described above. Periods of time resulting from layoff or for unpaid leaves of absences shall be deducted from the seniority calculations.

3. All seniority rights of an employee will cease effective on the date of their termination of employment, except for layoff resulting from a reduction in staff, or for leaves of absence approved by the Board.



ARTICLE VI / EMPLOYEE RIGHTS (CONTINUED)

4. Lay-off employees who are recalled within a year, or as otherwise provided for by law; and employees who have been on an unpaid leave of absence approved by the Board; will have their seniority reinstated upon returning, less the period of time they were not actively employed by the District.

5. Substitute Employee - A person replacing a permanent employee who is absent.

C. Layoff / Recall

If a reduction in the work force occurs, the following procedures will apply:

1. Within a job classification, temporary employees will be laid off first; second, probationary employees will be laid off on the basis of reverse seniority; third, permanent employees will be laid off based on reverse seniority.

2. As job openings occur following a layoff, those laid off employees within the job classification of the opening will be recalled in the reverse order of the layoff.

3. The recall provision in this Agreement will be limited to a period of one year from the date of layoff, except as otherwise provided for by law.

4. Notification of recall to a laid off employee will be made by certified mail, to the last known address of that person based on District records. When school is in session, failure of a person to respond affirmatively to a recall within five (5) working days after receipt of notification of recall, will void any further rights provided for under this Agreement, or appropriate laws and statutes.

When school is not in session, response to a recall shall be limited to ten (10) calendar days after receipt of notification.

5. If the certified letter of recall cannot be delivered to the laid off employee for any reason, the unit president or designee will be notified. Within ten (10) calendar days of the above notification, failure of the person to respond will void any recall rights.

6. Competitive class personnel will be laid off and recalled in accordance with Civil Service Procedures, if such procedures are significantly different from those listed here.

7. If a lay-off occurs as a result of a staff reduction, permanent employees will be given a two-week notice of the layoff, in writing, prior to the date their employment ceases.



ARTICLE VII / CSEA RIGHTS

A. Payroll Deduction

1. The District will deduct CSEA dues, other authorized CSEA payroll deductions and CSEA provided insurance premiums from the salaries of employees who are CSEA members, and, who individually and voluntarily authorize such deductions to be made by the District. Authorization must be in the form of payroll deduction cards signed by each employee electing this method of payment.

2. Such deductions will be made exclusively for CSEA, and will be remitted in a manner prescribed by CSEA.

3. The District will transmit the deduction monies collected, including those from Agency Fee, to CSEA Inc., Box 7125, Capitol Station, Albany, New York 12224, whereupon all District responsibility regarding those monies shall cease. Bargaining unit members, the local CSEA unit, its affiliates, and all other parties and agencies hereby waive all rights and claims against the District for the monies deducted, collected, and transmitted in accordance with this article, and will relieve the District, the Board, and all District employees from any liability therefore.

4. The District hereby agrees to deduct from the bi-weekly salary of every employee covered in this negotiated unit an agency shop fee deduction in the amount of dues levied by the CSEA and to submit said dues to Service Employees Unit, Local 858 of the CSEA.

5. In the event the District incurs any liability or damages, any litigation expenses or any expenses in connection with the agency shop fee deductions granted by this agreement, the CSEA agrees to indemnify the District and hold it harmless from such expenses.

6. The CSEA shall create a refund procedure for agency fee payers who object to any improper applications of agency shop fees and agrees to deal with the fund and any agency shop payers in a lawful and proper manner.

B. Association Time

The District will provide five paid days per year to CSEA for attendance of authorized personnel at conferences and workshops or for required attendance at a meeting to conduct legitimate Union business.

This time may be used as full days or half days as required. The Unit President must provide the Superintendent with the name(s) of the person(s) authorized to attend the association function, and the date of the absence, three (3) days prior to the absence.



ARTICLE VII / CSEA RIGHTS (CONTINUED)

C. Representation

Designated representatives of CSEA may visit employees during working hours to discuss terms and conditions of employment and for the handling of grievances. Such visitation shall comply with District policy regarding visitors to the school, and shall not interfere with work schedules. All time missed by the employee for the purpose of such meeting shall not count towards meeting the workday expectations of the employee, and shall be added to the end of the work period.

The above described visits shall be limited to 15 minutes unless prior approval has been granted by the Superintendent or his designee.

D. Posting

CSEA shall have the right to post notices and other communications related to CSEA business on bulletin boards maintained on the premises for this purposes. The Superintendent shall determine the location of the bulletin boards and the posting shall be subject to his approval regarding content.

E. Membership List:

The District will provide the CSEA Unit President with a list of Bargaining Unit members once each school year. A second list will be provided if the CSEA shows a reasonable necessity for the second list, and the second request is made no sooner than five (5) months following delivery of the first list.

The membership list will include:

1. Employee's Name
2. Employee's Address
3. Seniority Date
4. Job Title

F. Past Practice

With respect to matters not covered by this Agreement, the District will not seek to diminish or impair, during the term of the Agreement, any benefit or privilege provided by contract or law for the employees without prior notice to the Bargaining Unit and, when appropriate, without negotiations with CSEA.

G. Savings Clause

If any article or part thereof of this Agreement or any addition thereto should be deduced as in violating 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.



ARTICLE VIII / BENEFITS

A. Retirement Plans

1. The District will contribute to the New York State Employee's Retirement Plan 75 I.

2. At the time of retirement, eligible employees with accumulated sick leave may choose one of the following. Combinations may not be used.

(a) New York State Plan:
Unused Sick Days Plan 41j

(b) District Retirement/Cash Plan:
Notification to the Board of Education of the intent to retire must be made by March 1 of the fiscal year preceding the fiscal year in which the retirement is to occur.

A lump sum cash payment will be made to the employee for accumulated sick leave at the time of retirement based on the following formula:

Fifty percent times the number of accumulated sick leave days (limited to 150 days) times the daily rate of pay at the time of retirement; for example 50% X number of days (150 days maximum) X rate of pay.

B. Death Benefit

1. The District will provide employees with the plan described under Title 7, Section 60b, of the New York State Employee's Retirement System, commonly referred to as the "Guaranteed Ordinary Death Benefit."

2. The District will participate in a Group Term Life Insurance program with an insurance benefit of \$10,000 (flat). The premium cost for each employee who participates shall be shared by the District (90% District cost, 10% employee cost). Since the employee elects to participate, this benefit shall only be in effect if 80% or more of the employees decide to participate. Selection of the plan and the company, which shall be reviewable annually, shall be done by a committee of the CSEA President, the Superintendent, and one other individual selected by them.



ARTICLE VIII / BENEFITS (CONTINUED)

C. Disability Insurance

1. The District will provide employees with Disability Insurance coverage.

2. Employee claims for the payment of Disability Insurance shall be filed in accordance with the rules and regulations of the Workmens' Compensation Board on Form DB-450, or on such form as may supersede the one indicated.

If the District receives disability payments from the insurance carrier for a person who is on paid sick leave, those payments will be converted to equivalent days for that employee which will be credited to accumulated sick leave.

D. Hospitalization and Medical Insurance

The District will provide eligible employees and dependents enrolled under the "Family Plan" with Empire Blue Cross PPO Hospitalization and Medical Insurance. If the District changes current PPO or HMO plans equivalent or greater coverage must be provided.

Any employee, at their option, may elect to enroll in any approved HMO type plan offered in the area during the open enrollment period. The District will pay premium cost up to the amount the District would pay for the premiums of the primary plan described above, and in accordance with the rules set forth below. These provisions will be in accordance with the rules set forth below.

1. Eligibility

Eligible employees shall be those persons appointed to a permanent position of four (4) hours per day or more, for the 10 or 12-month period, or bus drivers assigned to a regular bus run.

For the purpose of these benefits, bus drivers appointed to a permanent position shall be considered as working a minimum of four (4) hours per day.

Employees appointed to a position of less than four (4) hours a day, and substitute employees shall not be provided these benefits at District expense. Employees appointed to a position of more than four hours per day shall be eligible for medical insurance as provided in the following sections.

2. Multiple Coverage

When both a husband and wife are employed by the District, and both are eligible for insurance in this District, the coverage will be provided by utilizing the least expensive method of premium payment by the District.



ARTICLE VIII / BENEFITS (CONTINUED)

3. Retired Employee Insurance

(a) Employees who retire from the District with 10 years or more of service, and who are not covered by another hospitalization/medical plan, will be provided individual and family coverage as set forth below.

(b) If an employee becomes totally disabled while employed by the District, and that employee has completed two or more years of service in the District, that employee will be entitled to insurance coverage upon leaving District employment to the same extent as in (a) above.

(c) When a husband and wife have both been employed by the District, and at the time of retirement both are eligible for insurance coverage, the premium may be paid in one name to minimize cost. If the person so named should die first, the remaining spouse shall be eligible to receive that coverage for themselves, he/she would have been entitled to at the time of the latter's retirement.

Should the remaining spouse remarry, or otherwise become eligible for coverage under another policy, the District obligation under this agreement shall cease.

(d) When an employee of the District retires, and that employee's spouse was not employed by the District, or if employed, was not eligible for insurance benefits, coverage of that employee's spouse shall continue only as long as the retired employee shall remain alive. Thereafter, the District shall have no obligation to provide insurance coverage in any manner.

(e) Employees desiring continuing insurance coverage after retirement must provide the District with written notice to that effect a minimum of 120 days prior to the date of retirement. It is also necessary that the retiring employee meet all requirements for enrollment as set forth by the company furnishing insurance coverage.

(f) Continuing coverage during retirement requires annual notification to the District that the coverage is to remain in effect. Failure to provide such notice annually shall be considered by the District that the insurance is no longer needed or desired.

If such notice is not received by the District, a certified letter will be sent by the District to the last known address of the employee requesting the status of insurance need. If the District does not receive a positive response within 30 calendar days of receipt by the employee, or within 30 days of inability to deliver by postal service, the District will terminate the insurance coverage.



ARTICLE VIII / BENEFITS (CONTINUED)

4. Premium Payments by District for the years 2005-06, 2006-07, 2007-08.

For employees hired prior to June 1, 2005, the District will pay 93 ¾% of the hospitalization and medical premiums for all eligible employees and their family dependents. For employees hired after July 1, 2005, the District will pay 87.5%. Eligibility is defined as workers who are employed by the District full time or Bus Drivers employed four hours or more per day.

Bargaining unit members hired prior to July 1, 2005 who retire during the term of this agreement (7/1/05 – 6/30/08) with a minimum of 10 years service to the District, will have 95% of their hospitalization and medical premiums paid by the District if they are full time employees or Bus Drivers working four hours or more.

Current employees who retire after June 30, 2008 with less than 15 years service to the District will pay 10% toward retirement health benefits for spouse and family coverage. However, current employees who retire after June 30, 2008 with 15 years or more service to the District will have 95% of their hospitalization and medical premiums paid by the District. (Triborough)

All new employees hired on or after July 1, 2005 must have 15 years or more service to the District to qualify for 2-person or family health insurance coverage in retirement. To be eligible for individual health insurance coverage new employees hired on or after July 1, 2005 must have 10 years service with the District. (Triborough)

5. Health Insurance Buyout

Effective July 1, 2005, the District will pay each eligible employee who opts out of health insurance coverage \$1250.00 per year provided that only one member of a family employed by the District qualifies for this buyout. The District further agrees to reopen negotiations with CSEA not later than April 15, 2006 over the amount of the buyout. The \$1250.00 per year amount will continue unless agreed otherwise between the parties.



ARTICLE IX / LEAVES

A. General

1. Bargaining Unit employees may be absent from work with or without loss of salary in accordance with the rules set forth below.

2. In the following sections, unless otherwise specified, allotted days for employee absence without loss of salary are based on regular employment. Substitute employees hired on a part time or temporary basis will not be credited with any earned leave.

3. When an employee has accumulated leaves in one job category and then moves to another job having a different number of hours in the regular work day. The accumulated leave will be converted to hours based on the original job, and then reconverted to days based on the hours of work in the latter job.

4. Regular employees working less than a full year or less than a full day will earn sick leave and personal business leave on a prorated basis.

B. Sick Leave

1. Sick Leave Allowance

Regular employees who have been employed for a full year will be granted sick leave as follows:

	<u>Days/Year</u>	<u>Max.Accumulation</u>
Full-time, 12 mo. employees	15	190
Full-time, 10 mo. employees	13	180
Hourly employees (3 or more hrs. per day)	10	100

Newly hired employees will earn sick leave during their first year of employment at the rate of one day per month of service up to a maximum of 12 for full-time employees, and to a maximum of 10 days for hourly employees.

2. Use of Sick Leave

(a) Sick leave days may be used for personal sickness or injury of the employee; for example, at home, in the hospital or at a health care facility.

(b) Up to five (5) days may be used by the employee when sickness or injury in the immediate family of the employee requires the employees presence. Immediate family includes: husband or wife, children, siblings, parents, grandparents. These five (5) days will be charged to the employee sick leave.



ARTICLE IX / LEAVES (CONTINUED)

C. Personal Business Leave

1. Employees may use annual earned sick leave for the purpose of conducting personal business of the employee which cannot be conducted at a time other than the employee's regular hours of work as follows:

12 month employees	5 days
10 month employees	4 days
Hourly employees	3 days

2. Employees requiring personal business leave should make their request to their immediate supervisor two days prior to the time of the leave except in emergency situations.

3. Personal business leave shall require the advanced approval of the employee's immediate supervisor.

4. Exceptions to the above may be made by the Superintendent.

D. Bereavement Leave

1. Bargaining Unit members will be granted leave for bereavement when a death occurs in the Bargaining Unit member's family. This leave must be immediately associated with the time of death of the person for whom the leave is taken.

a. Each Bargaining Unit member shall be allowed up to five (5) full days, with approval of the Superintendent, for each absence due to death in the immediate family, with no loss of pay and no charge against sick or personal leave time.

b. Members of the immediate family include husband or wife, children, step-children, siblings, parents, step-parents, grandparents, in-laws and grandchildren.

2. Bereavement days for anyone not in the immediate family may be granted by the Superintendent. These bereavement days will be deducted from accumulated sick leave.

E. Unpaid Leaves of Absence

The Board of Education will consider requests for an unpaid leave of absence by employees under the following guidelines. The decision of the Board will be final, and the provisions of this section of Article IX is not subject to the Grievance Procedure.

1. The employee must have served the probationary period and be on permanent status.

2. The unpaid leave of absence will be limited to a one year duration.

3. The Board will consider situations in which an employee has used all of his sick leave; an employee has unusual personal or family problems; and situations of similar need.



ARTICLE IX / LEAVES (CONTINUED)

4. The Board will not consider leaves of absence for other employment, political positions, etc.

5. Request for unpaid leave of absence shall be made to the Clerk, Board of Education, with a copy to the Superintendent. The request must include the reason for the leave, the date the leave is to commence, and the date the employee will return to work.

6. The Board will notify the applicant in writing whether the leave is approved or denied. No written reason for the Board's decision will be given.

7. If an employee, who has been on a leave of absence, fails to return to work on the date stipulated in their request for leave, it will be presumed they have resigned and their employment will be terminated.

8. Credit for seniority, advancement of salary, and other benefits will not accrue during an unpaid leave of absence.

9. During an unpaid leave, an employee will be eligible to continue Hospitalization and Medical benefits providing that the monthly premium is paid by the employee and received by the District at least 10 days prior to the date of the premium due date.

F. Child-Rearing Leave

1. The Board of Education will grant employees an unpaid leave of absence for a period of up to one year for the purpose of childbearing under the following guidelines:

(a) An employee should make a written request to the Board as soon as possible, specifying the date the employee will start the leave, and the date the employee will return to work. The above request must be made at least 30 calendar days prior to the effective date of the leave, to be considered by the Board, except in emergency situations. This leave shall only apply for the employees acting as parents of an infant child (less than five years of age at onset of leave).

(b) Credit for seniority, advancement of salary, and other benefits will not be accrued during an unpaid leave.

(c) During unpaid leave, an employee will be eligible to continue Hospitalization and Medical benefits providing the monthly premium is paid by the employee, and received by the District at least 10 days prior to the date of the premium due date.



ARTICLE IX / LEAVES (CONTINUED)

(d) Following an approved leave of absence for child rearing, the employee will be re-employed by the District in a job equivalent to the one held prior to leaving.

(e) If an employee, who has been on an unpaid leave, fails to return to work on the day stipulated in their request for leave, it will be presumed they have resigned and their employment will be terminated.

A handwritten signature in blue ink, consisting of a large, stylized initial 'S' followed by several loops and a vertical line extending downwards.

ARTICLE X / VACATION AND HOLIDAYS

A. Vacations

1. Employees working on a twelve month basis will be granted vacation time depending on their years of service in the District. For this purpose each year of service will be completed on the anniversary date of the employee's appointment to the permanent position.

<u>During Years of Service</u>	<u>Amount of Earned Vacation</u>
1	1 Week
2- 7	2 Weeks
8-14	3 Weeks
15 or more	3 Weeks, plus one additional day per year of service over 15 years up to a maximum of 20 days.

2. Vacation dates should be requested as early as possible each school year and they must be approved by the employee's supervisor and the Superintendent.

3. If conflicting requests occur in vacation scheduling between June 30 and September 1, the first week of an employees total vacation time will be granted on the basis of seniority.

4. Ten-month employees who are appointed to a twelve-month position will be granted vacation benefits by prorating their prior service to a twelve month basis.

5. Vacation benefits shall accrue only to employees who are twelve month employees. Employees who were granted vacation benefits prior to July 1, 1991, shall continue to receive these vacation benefits.



ARTICLE X / VACATION AND HOLIDAYS (CONTINUED)

B. Holidays

1. Employees working on a twelve-month basis and who have an established annual salary will be granted twelve (12) paid holidays each year.

2. Employees working on a ten-month basis, and who have an established annual salary will be granted ten (10) paid holidays each year.

3. A list of paid holidays shall be determined by the District and attached to each employees annual salary notification.

4. If a scheduled Holiday falls on other than a regularly scheduled work day, the employee will be granted another day off. Scheduling of this day will be done mutually by the employee and his immediate supervisor.

5. Hourly employees will receive payment for one (1) holiday each school year, at their regular rate of pay times the number of hours per day of their appointed job. Payment shall be made in the last paycheck prior to Christmas vacation. For those employees hired after Christmas vacation, payment shall be made in the last paycheck of the school year to the employee.



ARTICLE XI / COMPENSATION

A. Salaries

Employee base salaries shall be in accordance with Appendix A.

Based upon the 2007-2008 salary scale, wages will increase as follows:

5.0% for the 2008-09 school year

B. Salary Step

Employees whose effective date of employment is other than July 1, for 12 month employees and September 1, for 10 month employees shall gain salary or benefit increases at the conclusion of their first partial year of service according to the following:

1. Months of service will be established by rounding to the nearest full month of service.

2. Any increase in salary for the following year shall be prorated based on the months of service.

3. 10 month employees will be prorated by tenths, twelve month employees will be prorated by twelfths.

4. Other leave benefits will also be prorated on a monthly basis, ie.; 1.25 sick days/month, .5 vacation days/month (if available).

The fractional accumulation shall not exceed the annual benefit.

5 fractional accumulations shall only accrue until the next school year commences on either July 1, or September 1, (10 or 12 month employee).

C. Longevity

1. Ten and twelve month permanent employees who have been appointed to a position with an established annual salary will be granted the following longevity payments at the beginning of the year of service each year thereafter, to be paid in one of two ways that the employee chooses:

A. A separate check as has traditionally been done by the district, or

B. To be added to the employee's salary for that school year.



ARTICLE XI / COMPENSATION (CONTINUED)

<u>Year of Service</u>	2005-06 through 2007-08 <u>Longevity Payment</u>
10-14	\$325
15-19	\$425
20-24	\$525
25+	\$625

2. Hourly paid permanent employees will have their hourly rate increased in accordance with the following, at the beginning of the year of service indicated.

<u>Year of Service</u>	<u>Hourly Rate Increase</u>
10-14	\$.15
15-19	\$.20
20+	\$.25

D. Overtime

1. Employees actually working in excess of 8 hours per day, or in excess of 40 hours per week, on their regular job, will be paid at the rate of one and one-half times their regular rate of pay for time worked in excess of the above.

2. Employees assignments above the forty hour week must be requested by the immediate supervisor and approved by the superintendent in writing.

3. Differentials shall exist for custodial positions for night shift work, and for odd-hour shift work. The amount of differential shall be specified in Appendix A

4. Chaperone Pay will be paid at the same rates as reflected in the teachers contract to staff that are asked to chaperone student activities by the administration.

E. Bus Driver Safety Meetings:

Bus Drivers will be compensated at their regular rate for attendance at all safety meetings scheduled by the District where their attendance is required.



ARTICLE XII / GENERAL

A. Separability

Should any part of this Agreement, or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation shall effect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

If the above occurs, the parties may, by mutual consent, consider alternates for any part or provision declared invalid.

B. Scope of Agreement

The parties have negotiated fully with respect to terms and conditions of employment, and this instrument constitutes the full and complete agreement between the Superintendent and the local CSEA Unit. It concludes all collective bargaining during its duration.

This Agreement shall supersede any rules, policies, or regulations of the District which are contrary or inconsistent with its terms, and it may be amended, altered, or modified only by mutual consent of the parties.

Before the District knowingly adopts a change in policy not covered by this Agreement, but which affects employees' terms and conditions of employment, the District will notify the CSEA unit in writing that a change is being contemplated. The CSEA unit will have the right to negotiate with the District concerning the change, provided the CSEA files a written request to do so with the Superintendent, within ten (10) calendar days after receipt of such notice.

C. Statutory Requirement

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

D. Management Rights

The Board hereby retains and reserves unto itself all the rights, powers, authority, duties, and responsibilities conferred upon and vested in it by statute and regulation, including but not limited to the right to determine the purpose, mission, objective and policy for the District, except as expressly limited by the terms and provisions of this Agreement.



APPENDIX A STARTING SALARY

Position	Normal Daily Hours	Normal Months	2007-08 Starting Salary	2008-09 Starting Salary
Clerk	8	12	17853	18746
Typist	8	12	18212	19123
Sr. Typist	8	12	20314	21330
Admin. Sec.	8	12	20314	21330
Account Clerk	8	12	18212	19123
Sr. Acct. Clk.	8	12	20782	21821
Ast. Bus Mech	8	12	22069	23172
Cleaner	8	12	16984	17833
Custodian	8	12	18443	19365
Sr. Cust	8	12	20545	21572
Bus Driver	4	10	8933	9380
Driver-Clr	8	12	18916	19862
School Nurse	7	10	21649	22731
FS Cook/Cash/Bkr	6	10	9984	10483
FS Processor	6	10	8580	9009
Tchr Hlth Aide	6	10	7.70/hr	8.09/hr
Bus Aide	4	10	7.70/hr	8.09/hr

Night Shift Differential (for custodians working a regularly scheduled shift including time after 7:00P.M) ----- 5% of salary

Odd-Hour Differential (for custodians working regularly scheduled shifts other than those specified for either day, or night shift staff, may include weekends, and or early morning shifts) 5% of salary, may be paid in addition to night shift differential.

Night Lead-Person Differential (for the custodian designated as being in charge of night shift staff) Flat rate of \$900 for 2005-06 through 2007-08.

For positions established at other than the hours and times specified here, pay will be prorated based on the hours per day, and months per year of similar positions that are included here. Hourly rate determinations for staff working as specified here shall follow these guidelines: twelve month employees at full time will be calculated at 2,080 hours per year (52 weeks at 40 hours/week), ten month employees will be calculated at 1,600 hours (ten months x twenty days/month x eight hours/day).

ARTICLE XIII / DURATION

THIS AGREEMENT, HAVING BEEN ENTERED INTO BY THE PARTIES, SHALL BE IN FULL FORCE AND EFFECTIVE FROM JULY 1, 2008 THROUGH JUNE 30, 2009; THEREAFTER, IT SHALL HAVE NO CONTINUING EFFECT EXCEPT AS PROVIDED FOR BY LAW.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE IMPLEMENTED BY THE SIGNING OF THEIR RESPECTIVE REPRESENTATIVES.



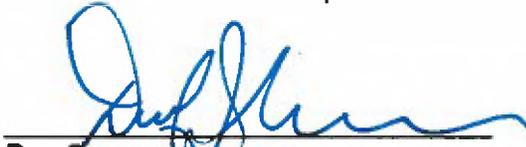
Teresa Jansen
CSEA Unit Resident

11/6/08
Date



Richard D. Blair
CSEA Labor Relations Specialist

11-14-08
Date



Dan Severson
Superintendent of Schools

11/6/08
Date



Don Boyd, President
BOARD of EDUCATION

11/6/08
Date