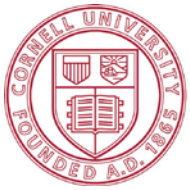

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Employer Name: **Webb Union Free School District**

Union: **Webb Union Free School District Unit 7101, CSEA, AFSCME, AFL-CIO**

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GEN/8997

AGREEMENT

by and between the

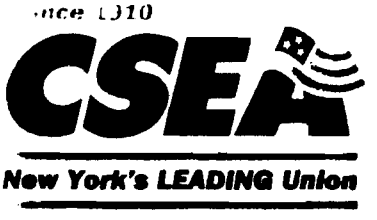
SUPERINTENDENT OF SCHOOLS

of the

TOWN OF WEBB UNION
FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Town of Webb UFSD Unit #7101
Herkimer County Local 822

July 1, 2010 - June 30, 2011

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ARTICLE I
RECOGNITION

The Town of Webb Union Free School District recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, as the sole and exclusive bargaining agency for all the bargaining unit listed below:

Unit-Included: All full-time and part-time Custodial, Cafeteria, Clerical, Transportation Employees, and Teacher Aides, in addition to School Nurse/Attendance, and School Bus Drivers.

Excluded: Head Custodian, Head Bus Driver, Cook-Manager, Senior Stenographer, Micro-Computer Operator, School Receptionist, Transportation Manager, District Clerk, District Treasurer, Tax Collector, and all other employees.

In the event that additional positions are created, the District will meet with the Union to discuss whether such positions shall be included in the bargaining unit.

Therefore, the Superintendent of Schools for the District herein enters into an agreement for the period July 1, 2010, until June 30, 2011, pursuant to Article 14 of the Civil Service Law.

ARTICLE II
NO STRIKE CLAUSE

The employees in the bargaining unit and the CSEA affirm that it does not assert the right to strike against the District; to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in any such strike.

ARTICLE III
DUES AND AGENCY FEES DEDUCTION

Section 1 - Dues Deduction

All employees covered by this Agreement wishing to join the Union shall tender their membership dues to the Union by signing a dues deduction authorization card provided by the Union and submitted to the Business Office. Dues shall be deducted each year, starting with the first pay period in January and continuing for the remaining pay periods of the calendar year. Dues deductions authorized by the individual employee shall be continuous, unless revoked in writing. Such written revocation will be sent to the Business Office. It is specifically agreed that the District and the Board assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union further agrees that it will indemnify and hold the District, the Board and the Superintendent harmless for any and all claims, actions, demands, suits, or proceedings by any employee, or any other party, arising from deductions made by the District in compliance with the provisions of this Article.

Section 2 - Agency Fee Deduction

1. The District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Town of Webb Civil Service Employees Association, the amount equivalent to the dues levied by the Union in accordance with Chapter 677 and 678 of the

Laws of 1977 of the State of New York. The Union affirms that it has adopted such procedures for refund of agency fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York.

2. The District shall deduct from each such agency fee payer the amount certified by the Union. The deductions taken from agency fee payers shall be made in the same manner as deductions taken from members and shall be promptly forwarded to the Union.

3. As to employees hired subsequent to January 1, within ninety (90) days after such time, the union shall certify to the District whether such employee is an agency fee payer. After such certification the District will make deductions and pay same to the Union, as set forth above. Payments shall be retroactive to the date such employee commenced employment. The total agency fee of each such employee shall he prorated based on the number of months remaining in the calendar year after the date of hire.

Section 3

By December 15 of each year, the CSEA shall certify in writing to the Business Office the amount of dues and agency fees to be deducted, and the name and address for whom said dues and fees are to be remitted, for the next calendar year along with a list of nonmember unit employees to be declared agency fee payers.

Section 4

The Civil Service Employees Association shall have the exclusive rights to payroll deduction of dues, agency fees, and Union-sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues, fees and premiums shall be remitted to the Secretary/Treasurer of the Union on a payroll basis. No other Union organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association.

The District agrees to submit to the Civil Service Employees Association, a list itemizing union deductions for each employee in the bargaining unit once each quarter, within thirty (30) days after the CSEA submits its list of additions and changes.

ARTICLE IV
PRINCIPLES

1. **CIVIL SERVICE PERSONNEL:** It is recognized that employees in this category possess certain skills to perform their required services, and that such services form a necessary part of the educational program of the Town of Webb Schools.

2. **RIGHT TO JOIN OR NOT JOIN:** It is further recognized that employees have the right to join, or not join, the Civil Service Personnel, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

3. **RIGHTS OF MINORITIES AND INDIVIDUALS:** The legal rights inherent in the State Civil Service Code and in the rulings and regulations of the Federal and/or State Labor Laws affecting personnel are in no way abridged by the Agreement.

ARTICLE V
AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an Agreement between the Board and the CSEA to reach mutual understanding regarding matters related to hours, wages, terms and conditions of employment, and School policy. The Board and the CSEA recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Town of Webb public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Civil Service Commission and Federal and/or State Labor Departments in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE VI
NEGOTIATION PROCEDURES

1. **NEGOTIATING TERMS:** The designated representative(s) of the Board, with the Superintendent serving as an advisor, will meet with representatives designated by the CSEA for the purpose of discussion and reaching mutually satisfactory agreements.

2. **DATES:** No later than February 1st of 2010, the parties will enter into good-faith negotiations over a successor Agreement covering the following school year. Issues proposed for discussion shall be submitted in writing by the CSEA to the Board's delegated representatives at the first meeting. When either party believes that negotiations have reached impasse, or by mutual agreement, impasse procedures will be followed.

3. **PROCEDURES:** Designated representative(s) of the Board, with the Superintendent as advisor, shall meet at such mutually agreed upon places and times with representatives of the CSEA, for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, and to deal openly and fairly with each other on all matters. Following an initial meeting as described in paragraph number "2" above, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed two (2) hours, and shall be held at a time other than the regular school day.

4. **REPRESENTATIVES:** Neither party, in any negotiations, shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the CSEA and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, counter-proposals, and reach compromises in the course of negotiations.

5. **EXCHANGE OF INFORMATION:** Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

6. **REACHING AGREEMENT:** When consensus is reached covering areas under discussion, the proposed Agreement shall be reduced to writing by the Superintendent as a memorandum of understanding. The written Agreement will be checked for accuracy by both parties and then submitted to the CSEA by its negotiation team, and to the Board by its negotiation team. The written Agreement will become official when approved by a majority of the CSEA membership and by a majority of the Board.

7. **COMMITTEE REPORTS:** The parties agree that during the period of negotiations and prior to reaching an Agreement to be submitted to the Board and the CSEA, the proceedings of the negotiation meetings shall not be released prior to impasse. This does not prohibit CSEA from conducting unit meetings during the negotiation process to keep members apprised of negotiations. When the CSEA and the Board have ratified the Agreement, the Chairman of the CSEA and the Superintendent shall meet and jointly release the contents of the Agreement.

8. **COMMUNICATION:** The Executive Committee of the CSEA and the Superintendent will continue to develop lines of communication with the School District by meeting monthly, September 1st through June 30th to discuss matters of mutual concern to both parties.

ARTICLE VII
GRIEVANCE PROCEDURES FOR CIVIL SERVICE PERSONNEL

1. **DEFINITIONS:** A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which an employee or group of employees work, allegedly caused by misinterpretation or inequitable application of the terms of this Agreement.

2. **PARTY IN INTEREST:** A "Party in Interest" is the person making the claim, and any person who might be required to take action, or against whom action might be taken in order to resolve the problem.

3. **PURPOSE:** The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as it is necessary for the purpose of implementing this Article, both parties agree that these proceedings shall be kept informal and confidential.

4. **STRUCTURE:** The CSEA representative will be the CSEA Chairman. In the event the CSEA Chairman is unable to serve, an officer of the CSEA will serve in his/her place. The CSEA shall establish a three (3) member Civil Service Rights and Responsibilities Panel (Panel). The Panel will be appointed by a majority vote of the CSEA Executive Committee to serve for one (1) year, beginning July 1st and concluding June 30th. Panel members must be members of the CSEA.

5. **PROCEDURE**

   a) Level One: The employee with a grievance shall first discuss the matter with his immediate supervisor or administrator, whoever has the authority to deal most effectively with the grievance, either directly or through his CSEA representative, the Administrator shall be apprised of such meeting immediately.

   b) Level Two: In the event the employee is not satisfied with the disposition of his grievance at Level One, he shall file a grievance in writing with the Panel within five (5) working days after the decision at Level One, for the purpose of a review by the Panel. If the Committee decides either that the grievance lacks merit, or that the decision at Level One is in the best interest of the educational system, it shall so notify the employee and the School representative. If the Panel decides, in its opinion, the grievance has merit; it shall refer such grievance in writing to the Superintendent of the School within five (5) working days.

c) Level Three: The Superintendent may request counsel from the Panel, other members of the Administration, or any other staff member, to arrive at an equitable solution of such grievance by him. The Superintendent shall provide a written response within ten (10) working days of receipt of the written grievance from the Panel appealing the Level One response.

d) Level Four: If the grievance is not resolved to the satisfaction of the employee involved at Level Three, said employee may petition in writing, within ten (10) days of receipt of the decision, the Board of Education through the Superintendent of the School, for a hearing with regard to his/her case. The decision of the Board of Education is final at the local level.

6. ARBITRATION

a) In the event the Association is not satisfied with the response of the Board, it may, within (30) thirty days after receiving that statement, refer the grievance to arbitration, by requesting that the American Arbitration Association provide lists of arbitrators. A copy of such request shall be forwarded to the District Superintendent.

b) Upon receipt of the list of arbitrators, a designee of the District Superintendent and the Association shall submit names acceptable from the list, until one is ultimately mutually designated as the arbitrator.

c) The arbitrator's decision will be in writing, and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The Arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

d) The cost for the services of the arbitrator will be shared equally between the Association and the District.

e) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

7. PROVISIONS:

The employee and/or his/her representative may be present at all levels, and will be permitted to speak if so desired. Information should be confidential and separate from employee's personnel records.

ARTICLE VIII
HOLIDAYS AND VACATION DAYS

DEFINITIONS:

"Full-time" employees are bargaining unit members who regularly work 35 hours or more per week.
"Part-time" employees are bargaining unit members who regularly work less than 35 hours per week.

HOLIDAYS:

1. **APPROVED DAYS** Full-time, twelve (12) month employees shall be entitled to twelve (12) paid holidays per year, as follows:

Labor Day	New Year's Day
Columbus Day	Washington's Birthday
Veteran's Day	Martin Luther King Day
Thanksgiving and	Good Friday
the day following	Memorial Day
Christmas Day	July 4th

AND

One (1) other day mutually agreeable to both parties (Board and CSEA).

2. Part-time employees who regularly work only during the school year shall be entitled to three (3) paid holidays per year as follows: Thanksgiving Day, Christmas Day, and New Year's Day.

3. Full-time employees who regularly work only during the school year are entitled to the above holidays with the exception of July 4th, Labor Day, and the one (1) other day mutually agreed to by both parties (Board and CSEA).

4. Holidays that fall on Saturday will be observed on Friday, and holidays that fall on Sunday will be observed on Monday.

5. Should school be in session on any of the above holidays, the District will attach the unobserved holidays to the employee's vacation time, or schedule observance on another day, whichever is deemed by the District to be most feasible.

   If school is open for a Superintendent's Conference Day or Staff Development Day on any of the above holidays, and the employee is required to work by his/her supervisor, then the employee shall be granted a compensatory day of their choice off from the District, within two weeks from the date worked.

6. To be eligible for holiday pay, the employee must work the last scheduled work day before the holiday and the next succeeding work day except when the employee is on vacation or on an approved leave of absence.

7. If a paid holiday falls during an employee's vacation period, employee will be granted a day's holiday at a later time, subject to the approval of the supervisor.

8. Computation for Holiday Pay Time:

   a) In computing the number of hours to be received by a bargaining unit member for holiday pay, it shall be computed on the normal scheduled work hours of the employee as follows:

      (20) twenty hour per week employees will receive 4 hours pay per holiday,

      (21) twenty-one to (24) twenty-four hour week employees will receive 4.5 hours pay per holiday;

(25) twenty-five hour per week employees will receive 5.0 hours pay per holiday;

(26) twenty-six to (29) twenty-nine hour per week employees will receive 5.5 hours pay per holiday;

(30) thirty hour per week employees will receive 6.0 hours pay per holiday;

(31) thirty-one to (34) thirty-four hour per week employees will receive a 6.5 hours pay per holiday;

(35) thirty-five hour per week employees will receive 7.0 hours pay per holiday;

(36) thirty-six to (39) thirty-nine hour per week employees will receive 7.5 hours pay per holiday;

(40) forty hour per week employees will receive 8 hours pay per holiday.

b) Normal scheduled work hours for bus drivers shall be computed on their average prior two weeks, excluding extra runs.

c) The hours set forth in (a) above are inclusive of any fractional hour worked (for example, an employee who works 29.5 hours per week receives 5.5 hours pay per holiday).

VACATION DAYS

1. CSEA employee must work one (1) year before any vacation.

2. Full-time, twelve (12) month employees are granted the following vacation schedule:

No. of Years Worked	No. of Days
1	10
5	12
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

3. Employees who have earned vacation time must take their vacations when the work situation of the employee permits the absence.

4. Each employee must submit a tentative vacation schedule to the employee's immediate supervisor and to the Superintendent by July 1st of the current work year for the following year. This schedule may be changed by mutual consent of the personnel involved.

Vacations will be granted on a seniority basis, with the person with most seniority entitled to first choice of dates. This schedule may be changed by mutual consent of the personnel involved.

5. All vacation time shall be taken in the fiscal year after it has been earned. Employees who are unable to use all of their vacation days in any fiscal year may petition the Superintendent in writing to carry over to the succeeding year a maximum of five (5) days.

6. Employees hired after July 1 shall have their vacation time pro-rated accordingly and credited the following July 1.

ARTICLE IX
PERSONAL LEAVE

1. Computation for Personal Leave Time:

a) Employees are granted three (3) personal leave days per year, with no loss of pay, which accumulated as "sick leave" if left unused. Personal leave is defined as a day to attend to personal business.

b) In computing the number of hours to be received by a bargaining unit member for personal leave pay, it shall be computed on the normal scheduled work hours of the employee as follows:

(20) twenty hour per week employees will receive 4 hours pay for each personal day;

(21) twenty-one to (24) twenty-four hour week employees will receive 4.5 hours pay for each personal day;

(25) twenty-five hour per week employees will receive 5.0 hours pay for each personal day;

(26) twenty-six to (29) twenty-nine hour per week employees will receive 5.5 hours pay for each personal day;

(30) thirty hour per week employees will receive 6.0 hours pay for each personal day;

(31) thirty-one to (34) thirty-four hour per week employees will receive 6.5 hours pay for each personal day;

(35) thirty-five hour per week employees will receive 7.0 hours pay for each personal day;

(36) thirty-six to (39) thirty-nine hour per week employees will receive 7.5 hours pay for each personal day;

(40) forty hour per week employees will receive 8 hours pay for each personal day.

c) Normal scheduled work hours for bus drivers shall be computed on their average prior two weeks, excluding extra runs.

d) The hours set forth in (b) above are inclusive of any fractional hour worked (for example, an employee who works 29.5 hours per week receives 5.5 hours for each personal day).

2. An employee must notify his or her immediate Supervisor, in writing, as far in advance as possible, but in any event, not less than 2 working days prior to the date of requested personal leave. In an emergency situation, the two working days written notice requirement may be waived by the Supervisor.

3. Personal leave shall not be used for purpose of extending a holiday or vacation period.

4. **DEATH IN THE FAMILY** In the event of death in the family of a CSEA employee, the employee shall be allowed bereavement leave without loss of salary for a maximum of five (5) working days, and such bereavement leave shall not be charged against the regular sick leave of the employee.

"Immediate Family" shall mean a spouse, parent, grandparent, sister, brother, child, father/mother-in-law, sister/brother-in-law, or relative living with or financially dependent upon employee.

5. **COURT APPEARANCE** In the event of required appearance in court of a CSEA employee, the employee shall be allowed court leave without salary loss for a maximum of three (3) working days, and such court leave shall not be charged against the regular sick leave of the employee.

6. In the event an employee is called for jury duty, s/he shall immediately notify his or her immediate supervisor of the dates s/he will be required to serve. The employee shall report to work on all days when s/he is required only to be on call. If the employee turns over the per diem jury duty allowance, except transportation reimbursement, to the District, s/he will continue to receive his or her regular compensation during jury service.

ARTICLE X
SICK LEAVE AND SICK LEAVE BANK

1. All full-time, twelve (12) month employees shall be credited with one (1) day of sick leave for each month worked (twelve each year), cumulative to a total of 200 days.

2. All full-time, ten (10) month employees shall be credited with one (1) day of sick leave for each month worked (ten each year), cumulative to a total of 110 days.

3. Computation of Sick Leave Time:

a) In computing the number of hours to be received by a bargaining unit member for sick leave pay, it shall be computed on the normal scheduled work hours of the employee as follows:

(20) twenty hour per week employees will receive 4 hours paid for each sick day;

(21) twenty-one to (20) twenty-four hour week employees will receive 4.5 hours pay for each sick day;

(25) twenty-five hour per week employees will receive 5.0 hours pay for each sick day;

(26) twenty-six to (29) twenty-nine hour per week employees will receive 5.5 hours pay for each sick day;

(30) thirty hour per week employees will receive 6.0 hours pay for each sick day;

(31) thirty-one to (34) thirty-four hour per week employees will receive 6.5 hours pay for each sick day;

(35) thirty-five hour per week employees will receive 7.0 hours pay for each sick day;

(36) thirty-six to (39) thirty-nine hour per week employees will receive 7.5 hours pay for each sick day;

(40) forty hour per week employees will receive 8 hours for each sick day.

b) Normal scheduled work hours for bus drivers shall be computed on their average prior two weeks, excluding extra runs.

c) The hours set forth in (a) above are inclusive of any fractional hour worked (for example, an employee who works 29.5 hours per week receives 5.5 hours for each sick day).

4. An employee must notify his or her immediate supervisor as soon as possible, when requesting leave for personal sickness or immediate family sickness.

5. The Superintendent may require a statement from the school physician or the employee's physician verifying an illness longer than three (3) consecutive school days.

6. An employee who receives disability payments under the Workers' Compensation Law shall receive disability payments and shall not draw paid sick leave from the District.

7. Five (5) days of the employee's sick time may be used for family illness in the immediate family. The immediate family shall be defined as in Article IX, 4, excluding sister-in-law/brother-in-law.

SICK LEAVE BANK POLICY:

1. On the first day of school, one (1) sick leave day shall be deducted from each CSEA employee's accumulation or allotment of sick leave days, and these days shall be used to establish a Sick Leave Bank.

   a) A maximum accumulation of 200 days will be carried in the Bank. This shall be replenished in units of not less than one (1) full day.

   b) The School District shall appropriate an amount, in addition to regular substitutes, to cover the anticipated expenditure.

2. The Bank shall be available to any CSEA employee after s/he has exhausted his/her personal accumulation of sick leave and personal leave days.

a) The Bank shall be governed by a Committee of two (2) representatives of the CSEA, two (2) Board of Education members, and the Superintendent who shall not have a vote but who will be an advisor to the Committee.

3. All requests for the use of the Bank shall be submitted to the above-mentioned Committee.

a) All CSEA appointees will come under the Bank after the first day of work.

b) A physician's certificate or statement must be presented, showing the estimated length of disability.

c) The judgment of the Committee shall be allowed to remain flexible enough to cover unusual circumstances, number of sick leave bank time allowed, etc.

d) Bargaining unit members for the first year of hire will not be allowed to borrow more days from the Sick Bank than they have earned.

e) The Bank, once accepted by a majority, will be non-voluntary.

4) All CSEA will cooperate actively with the Administration to discourage the improper use of sick leave.

ARTICLE XI
HEALTH INSURANCE

GENERAL PROVISIONS

1. "Full-time" employees are bargaining unit members who regularly work 35 hours or more per week.

"Part-time" employees are bargaining unit members who regularly work less than 35 hours per week.

The preceding paragraph notwithstanding, Bus Drivers who regularly work 20 or more hours per week are considered full-time employees for the purposes of this Article.

Bus Drivers who work less than 20 hours per week are considered part-time employees for the purposes of this Article.

a) Only full-time employees are eligible to enroll in the health insurance plan offered by the District.

b) In the event an employee who is enrolled in the health insurance plan has a change in status, which brings that employee below the full-time eligibility requirement, the employee shall no longer be eligible for health insurance benefits and coverage terminates.

2. For employees eligible for health insurance under number "1" above, effective December I, 1995, the Board will pay 90% of the premium cost for those employees hired prior to October I, 1989, and for their dependents, if any. The Board will pay 80% of the premium cost for those employees hired on or after October I, 1989, and for their dependents, if any.

3. Effective December I, 1995, the Board of Education shall pay 70% toward the health insurance premium costs for full time employees and the employee shall pay 30% of the premium costs for the plan in which the employee is enrolled. The health insurance plans are as follows: single coverage, two-person coverage, or family coverage.

4. Both 12-month and school-year employees who are eligible to and do enroll in the health insurance plan shall be covered for 12 months per year. The premium payments set out above shall be deducted during the current school year to cover the months of July and August for school-year employees.

5. When both spouses are employed by the District, the Board of Education shall not be required to provide two family plans, or two-person plans to the couple.

6. New employees will be informed of these insurance benefits and regulations at the time of initial employment.

7. The District reserves the right to the selection of the health insurance carrier to the stipulation that the District must provide comparable coverage to all members of the bargaining unit. (Example: Coverage equal to or better than the coverage currently being provided.)

8. Employees who retired prior to July 1, 2007 shall have 60% of the premiums for the health insurance plan paid by the School District, regardless whether it is individual retiree, the retiree and his/her dependent or dependents.

9. Those members of the bargaining unit who retire during the term of this contract shall have 70% of the premiums for the health insurance plan paid by the School District, regardless whether it is individual retiree; the retiree and his/her dependent; or dependents.

   In the event that Article XI, Clause #1.A. applies to the employee, the District's contribution towards the retiree's health insurance premiums will be prorated in accordance with this provision of the contract.

10. In the event that the District, through collective bargaining, agrees to a higher deductible with the Town of Webb Teachers' Association, this new deductible provision will apply to CSEA employees.

11. In order for an employee to be eligible to receive health insurance in retirement, the employee must have a minimum of ten (10) years in the District and be eligible to retire under the definition of the New York State Employees Retirement System.

ARTICLE XII
MEDICAL EXAMINATIONS

Cafeteria employees and bus drivers shall have an annual-examination.

The examination may be done at any time during the fiscal year, as long as each examination is no more than 12 months after the previous exam. A statement concerning the employee's physical fitness for the assigned position shall be sent to the School by the examining physician or delivered to the school by the employee.

Employees will pay for their annual medical examination given by their personal physician and not the school doctor/physician. If examination is given by school doctor/physician, it will be covered.

ARTICLE XIII
COMPENSATION AND HOURS OF WORK

1. School Closings:

a) If school opens and then closes based on hazardous weather conditions, as determined by the Superintendent, full pay for the day will be granted, if the school closing occurs at or after the employee's reporting time. Otherwise, no pay is granted. Employees are expected to perform services for up to one hour after the school buses leave the building, unless otherwise notified by the Superintendent.

b) If the school opens and then closes based on an emergency situation (other than weather related road conditions), as so determined by the Superintendent, full pay for the day will be granted, if the school closing occurs at or after the employee's reporting time. Otherwise, no pay is granted. Employees are expected to perform services for up to one hour after the school buses leave the building, unless otherwise notified by the Superintendent.

c) On days in which school does not open due to hazardous weather conditions, as determined by the Superintendent, an employee who is not required to work, but is not notified and reports to work, shall be paid (1) hour's pay at that employee's rate of pay. Employees shall be notified by their immediate supervisor as soon as possible after the decision has been made to close the school for the full day.

All bus drivers, teacher aides and cafeteria workers shall receive payment for one (1) snow day per year.

d) On days in which school does not open based on an emergency (other than weather related road conditions), as determined by the Superintendent, an employee who is not required to work, but is not notified and reports to work, shall be paid (1) hour's pay at that employee's rate of pay. Employees shall be notified by their immediate supervisor as soon as possible after the decision has been made to close the school for the full day.

e) The provisions set forth in the (a), (b), (c), and (d) do not apply to custodians/cleaners and other 12 month employees. Custodians/cleaners and other 12-month employees may elect to work their normal shift or report to work

earlier or later for their eight (8) hour shift, with supervisor's approval.

2. All overtime worked (over 40 hours in any one week) shall be paid at the rate of time and one-half.

3. Returning employees will receive the following pay increases:
July 1, 2010 – 3.20% over their 2009-2010 rate of pay.

4. **Longevity** - Effective July 1, 2003 - Employees who have completed 10, 15, 20, or 25 years of service with the District, during the school year, will be entitled to an annual longevity stipend of $600, $1,000, $1,500, $2,000 respectively. The stipend will be paid in one lump sum check following June 30. Unpaid leaves of absence do not count towards completion of years of service.

5. **Specific Groups of Employees**

a) Cafeteria Employees shall work the hours as scheduled by the Administration. The schedule will be determined at the beginning of the school year, and will only be altered if the Superintendent determines a change is needed for the efficient operation of the District. Employees who are working as of September 1, 1999 shall not have their weekly hours reduced by the District more than two hours per week unless there is a decline in the demand for cafeteria services.

A regular cafeteria worker who fills in for the Cook-Manager at the Cook-Manager's request shall receive $1.00 per hour more than his/her regular hourly rate.

b) Clerical: All full-time, 12-month clerical employees shall have the opportunity, beginning July 1, 1989, to work 2080 hours per year, which is an 8-hour workday for 12 months (260 days); Authorized paid time off including vacations, holidays, and sick and personal days are included in the defined total of 2080 hours.

c) Custodial:

1. All full-time custodial employees shall work 2080 hours per year, which is normally an 8-hour workday for 12 months (260 days). Authorized paid time off, including vacations, holidays, and sick and personal days, are included in the total of 2080 hours. Custodians required to work on a holiday as listed in Article VIII- 1, shall be paid at one and one-half times their hourly rate of pay.

2. There shall be custodial/cleaner coverage during evening shift for summer events only (from Monday after graduation until the Friday before Labor Day); Christmas Break events only; and Spring Break events only. One custodial/cleaner employee may volunteer for this shift. If there are no volunteers, the supervisor will assign this shift on a rotational basis each summer, Christmas Break, and Spring Break. The evening shift differential (2:00 p.m. to 10:30 p.m.) shall be $0.25 per hour. An event schedule will be published, to the best of the District's ability, in a timely fashion.

3. When there is a meeting or event scheduled at the school and the meeting

or event adjourns after the custodial/cleaner employee's normal work day, the custodial/cleaner employee shall remain a minimum of one-half hour after event adjourns to complete clean up and to secure the building. If the event or meeting requires take down or set-up for the next day, two custodial/cleaner employees may remain to perform this job duty. The custodial/cleaner employee(s) shall submit his/her additional time beyond his/her regular shift to his/her supervisor for compensation in the next scheduled payroll.

d) Teacher Aide: Employees shall work the hours scheduled by the Administration. The schedule will be determined at the beginning of the school year, and will only be altered if the Superintendent determines a change is in the best interests of a student or group of students. Teacher aides shall work on all days when students are in attendance, and on such additional days within the teacher work year, as are scheduled by the Superintendent.

e) School Nurse: The school nurse will work for 180 days during the school year, plus a maximum of five (5) additional workdays each year, to be paid at the nurse's per diem rate. The School Nurse's workday is 8 hours each day, which includes a 30-minute unpaid lunch period.

f) Bus Drivers:

1. It is desirable that transportation/bus drivers' time not exceed eight (8) hours per day, or 40 hours per week, when students are not in school.

2. Bus drivers assigned to an extra duty run, whose run is canceled and the driver was not notified of the cancellation and reports to work, shall be paid one hour's pay at that bus driver's rate of pay.

3. Extra bus driving assignments will be based on a rotational roster system developed by the Supervisor and posted in the bus garage.

FIVE-HOUR REFRESHER COURSE The Bus Drivers will be reimbursed for the required annual, five-hour refresher course, at their hourly rate of pay.

ARTICLE XIV
UNIFORM ALLOWANCE

1. Cafeteria: The District shall reimburse cafeteria employees at an exact amount up to $130.00 annually, upon a receipt furnished to the District, for the purchase of three (3) uniforms.

2. Custodial: The District will furnish each and every regular custodian, building/maintenance mechanic and cleaner with four (4) uniforms per year.

3. School Nurse: The District will furnish the school nurse with three (3) uniforms per year.

4. For employees required to wear safety-toed shoes, the District shall purchase or reimburse these employees up to a maximum of $110.00 annually, upon a receipt furnished to the District, for the purchase of one (1) pair of safety-toed shoes to be worn to work.

5. The District will furnish each regular bus driver, cleaner, and custodian with one (1) jacket per year for work, at a cost of up to $50.00.

6. Selection of the uniforms to be furnished to its employees will be the sole responsibility of the District.

ARTICLE XV
EVALUATION

All employees in the CSEA bargaining unit shall be entitled to a conference with their supervisors to discuss their annual job evaluations. Completed evaluation forms must be signed by the supervisor who conducts the evaluation, and by the employee. Evaluation forms shall be kept in the employee's personnel files in the District Office. Any employee may review the contents of his/her personnel file, during normal school business hours.

ARTICLE XVI
VACANCIES

The District shall post an announcement for all vacant or new positions in the bargaining unit for at least ten calendar days before making a permanent appointment. The announcement shall be posted in at least 3 locations and it shall contain the job title, anticipated hours, and anticipated rate of pay. It shall also include either a brief description of the job responsibilities and minimum qualifications, or where such information can be obtained. All announcements shall also be sent to the President of the local CSEA.

ARTICLE XVII
TIME OFF FOR CSEA BUSINESS

1. The Association will designate the Unit President or his/her designee and will authorize this employee to deal with employer about employment conditions and adjustment of problems arising from this Agreement.

2. The Unit President or his/her designee shall receive three (3) days per year with pay to conduct CSEA business.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

1. This Agreement shall constitute the full and complete commitments between both parties. It may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties, in a written and signed amendment to this Agreement.

2. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into, and be considered part of the established policies of the Board of Education.

3. Any individual arrangement, agreement, or contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the

terms and conditions of this Agreement; and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

4. If any provision of this Agreement or any application of the Agreement shall be found contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law; but all other provisions or applications shall continue in full force and effect.

5. Copies of this Agreement shall be printed at the expense of the Board, and given to all employees now employed or hereafter employed by the Board within two (2) weeks after its execution or employment, if that occurs later.

6. The School Policies not included in this Agreement, but applicable to the unit of representation as outlined in ARTICLE I of this Agreement, will continue to be in effect.

7. Any provisions of this Agreement or of the Statement of School Policy, found binding under this Agreement, can be reviewed, studied, and changed when found mutually acceptable by the Board and the CSEA.

8. The Union President will be provided with a statement from the District listing the hourly rates being paid all bargaining unit members. Such a statement shall be provided on or about each January 1 and July 1. The President will also be furnished with the list of bus drivers before the start of each school year. The District administration will help the President, upon request, to locate old Board of Education minutes.

9. RECOGNITION OF ACADEMIC AND PERSONAL FREEDOM: The private, personal life of an employee is not within the proper concern of the Board of Education, except as it may interfere with his/her responsibility as stated in this Contract. Employees are entitled to full rights of citizenship, including religious and political activities or the lack thereof.

10. Effective July 1, 2010 two time clocks [bus garage and school building] will be utilized for all bargaining unit members.

Employees shall punch in not more than 5 minutes before the beginning of their shift.

Each employee is responsible for punching in at the start of the workday, before and after lunch period, and at the end of their workday.

Employees shall only punch their own time card.

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

AGREED ON THE DATES SET FORTH HEREIN BELOW:

For the District:

Ron Cooley

Superintendent

Dated: 2/24/10

For the Association:

President

Dated: 2-24-10

CSEA Labor Relations Specialist

Dated: 2/24/10

APPENDIX A

GRIEVANCE NO. _____

GRIEVANCE FORM

Date of Filing _____

Stage

1) Bldg. Principal _____

2) Superintendent _____

3) Board _____

1. GRIEVANT

_____

2. POSITION

_____

SCHOOL

3. CONTRACT PROVISION(S) ALLEGED VIOLATED

_____

_____

4. TIME, DATE, PLACE OF OCCURRENCE

_____

_____

5. STATEMENT OF THE GRIEVANCE (Include events and conditions of the grievance and persons responsible)

_____

_____

_____

_____

6. REDRESS SOUGHT

_____

_____

7. I WILL _____ BE REPRESENTED BY THE ASSOCIATION

WILL NOT _____

_____ _____

Date Submitted Signed by Grievant

_____ _____

Date Received Position