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TENTATIVE AGREEMENT

by and between the

**OAKFIELD-ALABAMA
CENTRAL SCHOOL DISTRICT**

and

CSEA, Local 1000 AFSCME, AFL-CIO

**CSEA
Oakfield-Alabama CSD Unit
Genesee County Local 819**

July 1, 2010 - June 30, 2013



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WITNESS

The agreement made and entered into this 1st day of June 2010 between the Oakfield-Alabama Central School District, hereinafter referred to as the "District" and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as the "Association, " is the certified union by the Oakfield-Alabama Central School District Employee Unit, Local 819.

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall foster, promote, and improve the relationship between the District and its employees and set forth herein an agreement covering wages, hours and working conditions, and other conditions of employment to be carried out, observed, and performed by the parties hereto:

NOW, THEREFORE, in consideration of the covenants, agreements, understanding, terms and conditions herein contained and in consideration of other good and valuable considerations, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE I - RECOGNITION

Pursuant to the New York State Public Employees fair Employment Act, the District recognizes the Association as the exclusive collective negotiating representative of all full-time and part-time secretarial, clerical, maintenance, groundskeeper, food service, transportation, registered professional nurses, custodian's/ cleaners, information technology operator, and teacher aides/bus aides, excluding temporary and seasonal employees, District Head Custodian, Superintendent of Schools' Secretary, Transportation Coordinator, Computer Coordinator, School Lunch Manager and District Treasurer.

A "temporary" employee is one who is hired to substitute for an absent employee, or hired for a fixed period of time of less than a school year.

A "seasonal" employee is one who is hired for a limited period of time during a year to tend to seasonal duties.

ARTICLE II - DEFINITIONS

A full-time employee is one who works a minimum of six hours per day on a daily basis.

A part-time employee is one who works less than six hours per day on a daily basis.

A calendar-year employee is one who works on a 12-month basis.

A school-year employee is one who works on a 10-month basis.

ARTICLE III - RIGHTS OF EMPLOYEES

It is recognized that employees within the Service Unit have the right to join or not to join the Association; membership in the association shall not be a prerequisite for employment or continuation of employment, or entitlement to representation.

The Association will not discriminate against any member of the unit on the basis of race, color, religion, sex, or national origin. The District will not discriminate against any applicant or employee on the basis of race, color, religion, sex or national origin.

ARTICLE IV - RIGHTS OF THE EMPLOYER

The District retains the sole rights to manage its business and services and to direct the working force, including the right to decide the number and location of its facilities, operations to be conducted and rendered, and the methods, processes and means used in operating and performing its function, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of the District; to determine whether and to what extent the work required in operating the District shall be performed by employees covered by this Agreement; and to maintain order and efficiency in all its departments and operations.

All rights, powers and authority which the District had prior to entering into this Agreement are retained by the District, except as those rights are expressly and specifically limited by this Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any such right, power or authority.

ARTICLE V - ASSOCIATIONS RIGHTS

Section 1 - Use of School Facilities

Upon request to the appropriate building principal, the Association may be allowed to use school facilities without cost for its legitimate activities in accordance with rules established by the District. The

Association shall reimburse the District for the cost of supplies used in carrying on Association business and accepts financial liability for damage to, or loss of, school equipment through their use.

Section 2 - Association Business Time

Normally, Association business shall be conducted outside the scheduled working hours. However, if a request for visitation of the C.S. E. A. representative is initiated by the President of the Association and approved by the Superintendent of Schools, such visitation with the President of the Association, his designee or with the aggrieved party or parties may be permitted so long as there is no interference with, or interruption of, regular working schedules.

ARTICLE VI - DUES DEDUCTION

The District agrees to deduct from the salaries of members of the Association, dues for the civil Service Employees Association, premiums for the C.S.E.A. insurance plans, in such amounts as said members individually and voluntarily authorize and to transmit the monies promptly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, each payroll period. Employee authorizations shall be in writing in a form prescribed by the District. Such authorizations become part of the School District's payroll records. Annual deductions shall be evenly divided over each employee's annual number of pay days.

A member may withdraw his authorization at any time by written notice received by the Business Office two weeks prior to the effective pay day.

The Association agrees to hold the District harmless from any and all liabilities which may arise or be incurred as a result of the implementation of the dues deduction set forth above.

To provide for the fair and equal distribution of the financial burden of negotiating for the members of the non-teaching unit and administering the agreement so negotiated, the Association shall be entitled to have deducted from the wage or salary of employees in the non-teaching unit who are not members of the Association, an amount equal to the dues of the Association. Such deduction shall be made, as for other Association members, on payroll deduction upon presentation to the District of the non-member's name. The deduction of any fee does not constitute Association membership.

ARTICLE VII - SENIORITY

Section 1 - Seniority

Seniority for employees covered by this Agreement means an employee's length of continuous service with the employer since his last date of hire with the Oakfield-Alabama Central School District. There shall be no seniority among probationary employees. Each employee shall serve a 6-month probationary period. Completion of the probationary period provided herein shall qualify the employee for seniority as of his date of hire, but shall not affect Civil Service requirements. Probationary employees may be discharged or disciplined in the discretion of the employer and without recourse to this Agreement. Absences in excess of 4 weeks cumulative during the probationary period shall not count as time toward completion of that period.

Section 2 - Loss of Seniority

An employee's continuous service and all of his seniority; rights shall be terminated by any of the following:

1. Voluntary quit
2. Discharge
3. Retirement
4. Failure to report for work for three (3) consecutive days without prior notification to the employer of the reasons for such absence shall be considered a voluntary quit beginning on the first day of such absence.
5. Failure to return from an approved leave of absence on the scheduled date for return.
6. Has been laid off for a period of twelve (12) consecutive calendar months except as to competitive class employees who shall have the rights granted them pursuant to Sections 80 and 81 of the Civil Service Law.
7. Has been on sick leave, paid or unpaid, for a period of twelve (12) consecutive calendar months.
8. Fails to report for work on the agreed date of recall from layoff.

Section 3 - Layoff

In the event that it becomes necessary to lay off employees for any reason, applicable Civil Service Law and Regulations shall govern, but as to employees not so covered, the following procedures shall be followed:

1. Probationary, provisional and temporary employees shall be laid off within a job classification before any employee with seniority is laid off, providing the remaining employees are capable of doing work to be performed without training.
2. Part-time employees within their respective job classifications shall be laid off before any full-time employee is laid off within that classification.
3. Layoffs within a job classification shall be on the basis of seniority, with those having the least seniority being the first laid off, provided the remaining employees in the classification have the ability, without training, to satisfactorily perform the remaining work. Such ability shall be evidenced by prior work performed in the District.
4. In the event that a laid-off employee has satisfactorily performed work in the District in another classification, other than as a substitute, he may exercise his seniority to displace the employee who has the least seniority in that classification provided he is physically fit and capable of performing the job in a satisfactory manner without training.

Section 4 - Recall

Employees in a layoff status shall be called back within their classification in inverse order of layoff. Notice of recall shall be sent to the employee's last known address. If the employee fails to notify the Superintendent of Schools within five (5) calendar days after the date of mailing of such notice of recall that he intends to return to work, such employee shall be deemed to have quit.

After giving such notice of intent to return, if the employee fails to be available within seven (7) calendar days after the notice of intent to return, such employee shall be deemed to have quit.

Section 5 - General

1. A list of employees to be laid off shall be sent to the Secretary and President of the Association.

2. If, consistent with this Article, strict seniority is not to be followed in a layoff, the District will notify the Association so that it may have an opportunity to discuss the circumstances prior to the layoff.

3. A current seniority list will be provided to the Association at the beginning of each fiscal year. The seniority list will contain the following information: department, employee name, job title, date of hire, and date of probationary appointment.

4. The District will take into account seniority for the purpose of promotion.

5. All job openings shall be posted in each department in each school building. The posting shall be provided to the President and Secretary of the Association.

Vacancies an Job Posting (New)

A. When a vacancy or vacancies occur within the District, a posting announcing such vacancy shall be posted in each School Main Office and be e-mailed to all employee recipients at least five (5) working days prior to the day the position is to be filled. The posting shall include minimum qualifications for the job, the number and work location of the vacancy(ies) and the salary.

Employees who wish to apply to the posting once it has been officially announced, as provided herein, may do so by filing a written notice with the Superintendent's office within five (5) days following the announcement of the vacancy.

Preference in filling job vacancies, among qualified employees (except those in the competitive class) will be awarded in the following manner:

- i. First preference shall be given to the most senior of the qualified bidders working within the department.
- ii. Second preference shall be given to the most senior qualified bidder whose transfer would result in a lateral transfer of job title and pay.

- iii. Third preference shall be given to the most senior qualified bidder whose transfer would result in a new job title but the same pay grade.
- iv. Fourth preference shall be given to the most senior qualified bidder.

If no employee applies for a posted vacancy or no bidder is considered qualified, the vacancy will be filled in any manner the employer deems appropriate.

- 6. Two or more persons who become employees of the District on the same day shall, when necessary, have their relative seniority determined by the order of appointment, alphabetically, by the Board of Education. The President of the Association shall receive a copy of the minutes for each Board of Education meeting.
- 7. Seniority shall be the determining factor in approval of vacation requests if there is a conflict between employees seeking the same vacation time.

ARTICLE VIII - DISCHARGE & DISCIPLINE

Employees in a non-competitive or labor class of the Civil Service who have successfully completed their probationary period shall not be disciplined or discharged from employment without written notice stating the reason for the discipline or dismissal. Employees in the non-competitive or labor class served with such of discipline or dismissal shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure according to the terms and requirements of Article XXII. The determination of the District shall be accepted by the arbitrator unless it is arbitrary or without reasonable basis. Discipline or dismissal of competitive class employees shall be governed by Section 75 of the Civil Service Law.

This Article does not apply to persons involved in reduction of force or in layoffs.

ARTICLE IX - (NEW TITLE) COMPLAINTS

If the District intends to act upon a complaint concerning the conduct or performance of any employee in a manner which would affect the employee, the District will hold a meeting with the

employee involved and provide him with an opportunity to present his position regarding the complaint. The District will endeavor to have the complaining party present at the meeting. Should any complaint be reduced to writing and placed in the employee's personal history folder, the effected employee shall receive a copy and shall be allowed to place a response in the folder.

ARTICLE X - HEALTH INSURANCE

- A. The Board of Education will participate in the Genesee Area Health Care Plan and an alternative plan. The District shall provide the Genesee Area Health Care Plan (A) or an equivalent and an alternative plan (B). In the event that there is a change, the Union must be notified.
- B. The Board of Education will participate in the prescription co-pay drug rider program offered by the Genesee Area Health Care Plan (A) or an equivalent and an alternative plan (B). In event that there is a change, the Union must be notified.
- C. An employees that chooses to enroll in A will contribute 15% towards the cost for either an individual or family health care plan. An employee that chooses to enroll in B will contribute 10% towards the cost for either an individual or family health care plan.
- D. Employees that choose to enroll in the B plan will participate in the Genesee Area Healthcare Plan PPO D2.
- E. Part-time employees (less than 6 hours per day) will not be eligible for health insurance at Board of Education expense. Retirees shall be entitled to the same health insurance coverage. The Board of Education shall pay fifty percent (50%) of the cost of single coverage and thirty-five percent (35%) of the cost of family coverage. Any rate increase above the July 1, 1982 rate will be paid for by the retirees. Any employee hired as of July 1, 1982 or later will not be eligible for health insurance at the Board of Education Expense when they retire.
- F. The Board of Education will participate in the Aetna Dental Plan with orthodontics or an equivalent. In the event that there is a change, the Union must be notified.

Part-time employees (less than six hours per day) will not be eligible for dental insurance at Board of Education expense.

In order to be eligible for the dental plan, retirees must have worked in the Oakfield-Alabama District for ten (10) years. Present retirees are not eligible for the dental plan.

G. The Board of Education will participate in the Davis Vision See Life Plan through the New York State United Teachers or an equivalent. In the event that there is a change, the Union must be notified.

H. CASH PAYMENT IN LIEU OF HEALTH INSURANCE

1. Employees eligible to receive health benefits:

(a) Only those employees who have proof of medical coverage through a non-District plan, may participate in the Cash Payment in Lieu of Health Insurance plan upon submitting documentation of such coverage to the District.

(b) This employee will receive an annual cash payment of \$1800 for waiving family coverage and \$900 for waiving single coverage. The in-lieu payment will commence on the first month following notice to the District (proof of other coverage and signed waiver). The amount paid shall be prorated based on the number of months actually waived for that year. The employee may opt to waive medical benefits at anytime during the year. Such waivers remain in effect unless withdrawn in writing or until an employee leaves employment with the District.

(c) This employee may only re-enter the District's health care plan upon the occurrence of a qualifying major life change event (marriage, divorce, death, loss of spouse's employment, loss of spouse's coverage).

(d) This employee will be re-admitted to the District's plan only under the above Circumstances, within thirty (30) days of written request or during any open enrollment period and shall be subject to any applicable co-payment as described in Article X. The

employee shall rebate any in-lieu of payment previously received for that year on a pro-rated basis.

(e) This employee must be a re-enrolled participant in the District's health insurance plan for one year to be eligible in the following year to elect the cash payment in-lieu of health insurance.

(f) Annually a list of qualified employees will be reviewed by the District and the Union.

2. Payment in-lieu of health insurance:

(a) The in-lieu payment for health insurance shall be distributed to qualified employees in two equal checks issued after the monthly Board meeting in November and June. Such payments are to be treated as ordinary income and subject to withholdings for FICA, federal and state income taxes. Such payments are not considered part of the employee's salary or wages by the New York State Retirement System. Therefore, no contributions are made to the Retirement System on these payments either by the employer or by the individual employee.

NOTE: See Health Insurance Waiver (attached as addendum to this agreement).

I. A part-time employee who bids for an additional position outside of their title will not be eligible for health insurance unless one of the following criteria is met:

1. The District recruits the employee for the additional position.

OR

2. The employee performs the additional duties for two (2) consecutive school years.

An employee who holds two or more titles in two or more departments and their total working hours are six (6) hours or more, will be eligible for the cash payment in lieu of health insurance.

Current employees, Denise Kumpf and Tami Biscoff, are exempt from the pay grade exemption as long as they continue to work the additional positions they held during the 2007 - 2008 school year. This will not sunset with the contract but will continue throughout their employment.

ARTICLE XI - RETIREMENT BENEFITS

The Board of Education will adopt and provide, Section 75i of the New York State Employee Retirement System.

The Board will provide, Section 41j, employee extra credit for unused accumulated sick leave, and the minimum death benefits, Section 60b and 36b of the New York State Employee Retirement System.

All employees hired after July 1, 1976 will be covered by the provisions of Tier 3 and employees hired after September 1, 1983 covered by the provisions of Tier 4, which requires the employee contribution of three percent, unless the employee has been employed 10 years or more.

All employees hired after January 1, 2010 will be covered by the provisions of Tier V, which requires the employee contribution of three percent for the length of service. Tier V shall also limit the amount of overtime that can be used in the calculation for final average salary; require ten years of creditable service in order to vest with the retirement system; increase the penalty for retirement before age 62 to a maximum of 38 percent; and raise the minimum retirement age to 62.

In order to be eligible for retirement benefits listed in Article XII, Section A, paragraph 5, the employee must notify the District of their intention to retire 90 calendar days prior to the actual retirement date.

ARTICLE XII - LEAVE PROVISIONS

A. Sick Leave

Sick leave may be used for the employee's personal illness, or for his/her medical, dental and optical appointments, when necessary. Sick leave may be taken in 1 hour increments.

Employees shall be credited with one day of sick leave for each working month of employment plus one additional day to be credited at the beginning of the fiscal year and one additional day to be credited at the beginning of the calendar year. Sick leave day accumulation will be unlimited for all full-time and school year employees. Additionally, three days sick leave shall be added to the yearly total to be used for serious illness in the immediate family. Immediate family is defined as father, mother, husband, wife, brother, sister, children, step-parents, step-children, and grandchildren. These days would not become part of the individual's cumulative sick leave at the end of each year. Should the need arise for additional family leave, leave will be granted. However, these additional days may be deducted from sick leave and must have prior approval from the Superintendent.

"Serious Illness" leave is intended to provide care until other satisfactory arrangements can be made.

Employees are entitled to full pay for sickness under the above schedule. In cases of suspected abuse or three consecutive absences, the District may request a written statement signed by a physician as evidence of illness.

"Days" are defined as a length of time equal to the employee's daily scheduled work hours, and will be charged accordingly.

The District will pay 50% of the employee's daily rate for each day of accrued sick leave up to 250 days and 75% of the employee's daily rate for each day accrued beyond 250 days, to be applied toward a 105h plan when they retire.

The Board may require an employee to be examined by a physician designated by the Board to determine the ability of the employee to work. If he/she determines the employee is not capable of fully performing their regular duties with the District, the employee must apply for leave due to personal illness. If he/she determines the employee capable of fully performing their regular duties within the District, the employee must return to work unless the employee is eligible for, and elects to apply for, a leave of absence under another provision of the contract. If an employee has been on leave due to personal illness for one (1) year and has exhausted all regular sick leave and sick leave bank benefits, the District may take action to terminate the employee's services.

All work related injuries must be reported to the business office within 24 hours to ensure that the proper paperwork is completed for Workmen's Compensation purposes.

B. Bereavement Leave

For death in the immediate family a maximum of 5 days per school year will be allowed. A 6th day may be granted by the Superintendent under extenuating circumstances. "Immediate Family" is defined as father, mother, step-parent, husband, wife, brother, sister, children, step-children, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law and grandchildren. If because of special circumstances, a unit member feels that a case exists where a person not described here should be considered to qualify under this policy, it should be subject to prior approval of the Superintendent.

C. Personal Leave

Unit members will be allowed up to two days leave in any year for necessary personal business which cannot be conducted on other than a work day and/or for unforeseen emergencies. If need for such leave is known in advance, prior approval must be requested from their immediate supervisor. One additional day may be granted in the discretion of the Superintendent.

Personal days will not be used for the express purpose of extending a vacation.

Unused personal leave will be credited as sick leave.

Personal leave can be taken in two (2) hour increments.

D. Representative Leave

A maximum of three (3) days per year if an employee is elected an area delegate to attend the annual CSEA business meeting. No expenses to be borne by the District. Such time will be deducted from earned vacation days.

E. Parental Leave

1. Upon request, any employee who becomes pregnant shall be granted a leave of absence without pay for a period not to exceed two (2) years. The Board of Education may, in its sole

discretion, upon the written request of an employee, grant an extension of said leave of absence.

2. A male employee upon request shall be granted a leave of absence without pay for a period not to exceed two (2) years to commence on or after the birth of a child. The Board of Education may, in its sole discretion, upon the written request of the employee, grant an extension of said leave of absence. The purpose of such leave shall be for child rearing.

3. At least four months prior to the intended commencement of such leave, the employee shall submit to the Business Manager the date on which the employee wishes the leave to commence, and the date on which the employee intends to return from said leave. The commencement date shall be mutually arranged between the employee and the Business Manager.

4. The employee shall notify the Business Manager in writing at least sixty (60) calendar days prior to the termination date of the employee's sick leave whether the employee intends to resume employment in the District. If, during said leave an employee decides not to resume employment with the District, at the expiration of the leave, the employee shall notify the Business Manager as soon as the decision is made.

5. The duration of any such leave of absence, including any mutually agreed upon extension, shall not be credited for advancement for purposes of seniority, compensation, accrual of leave or other benefits, nor toward completion of the probationary period.

6. Provided the employee reports for duty at the end of the leave period, the employee shall be entitled to the same or equal status held as of the commencement of said leave.

7. The above provisions shall also apply for child care and rearing in case of an employee who adopts an infant.

F. Sick Leave Bank

1. The District shall establish a sick leave bank with the intent of protecting non-instructional employees from financial burden due to serious illness or injury.

2. Each non-instructional employee (having been employed in the District one year) shall have the opportunity to elect to participate in the sick leave bank by filing a signed authorization statement with the Business Office no later than October 1, of each year.

3. There will be no limit in the number of days that can accumulate in the sick leave bank.

4. Employees who elect to participate in the sick leave bank shall contribute two (2) days during their first year of participation. In each of the subsequent three (3) years, participating employees will contribute one (1) day. Thereafter, no further days will be taken unless or until the number of days in the sick bank drops below two hundred (200) days.

Should the number of days in the sick leave bank drop below two hundred (200) days, each participant in the sick bank program will contribute one (1) day a year until two hundred (200) days are in the sick bank.

An employee enrolled in the sick leave bank program who elects to terminate his or her participation in the bank must notify the sick leave bank committee in writing. All days contributed by that employee to the sick leave bank remains with the sick leave bank.

In the event a former participant in the sick leave bank program re-enrolls in the sick leave bank program, two (2) days must be contributed during the first year of re-enrollment. Thereafter no further days will be taken unless the bank drops below two hundred (200) days).

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave, vacation days and personal days leave is depleted. In any case, the participant must have been absent because of sickness/accident for 20 consecutive working days prior to the commencement of sick leave bank benefits. In the event of a recurring illness, the 20 day requirement may be waived. The maximum number of days an employee can use from the sick leave bank is thirty (30) days for each illness.

5. Upon retirement, a non-instructional employee's previously contributed sick leave days shall remain in the sick leave bank.

6. A committee consisting of three non-instructional employees appointed by the CSEA President, and two members appointed by the Superintendent shall administer the bank. The committee shall establish procedures for applying to, and contributing days to the sick leave bank. The committee may, in unusual circumstances, request additional voluntary contributions during the school year. Sick leave will be granted by the committee subject to the approval of the Superintendent. The Association shall be entitled to grieve the denial of such approval.

7. The participant must, upon request of the committee or Superintendent, submit to the committee or superintendent, suitable written verification of the participant's medical condition by his/her attending physician.

8. The sick leave bank can only be utilized by enrolled employees who will not be collecting from worker compensation or disability insurance. If it is discovered that a member has collected from the bank and received monies from an insurer, the member will be responsible for reimbursing the bank for the entire amount of sick leave received from the bank.

G. Volunteer Firemen and Emergency Rescue Unit Members

1. An employee who is a member of a volunteer fire department or volunteer ambulance corps based in the townships of Oakfield or Alabama, shall be excused from work with no loss in pay, for time spent on any fire (except standby) or emergency call during his/her regular shift under the following conditions:

2. In the event a volunteer firefighter has responded to a fire or emergency call and is on a call at the time he/she is ordinarily required to report for work, he/she may remain until discharged by the Officer in Charge. The Officer in Charge shall supply a statement regarding the nature of the call and the amount of time that the firefighter was on duty. This statement must be presented to the Business Manager in support of the employee's claim for an excused absence with pay for such emergency.

3. In the event an employee who is a volunteer firefighter is already at work with the Oakfield-Alabama School District, and a

call from his/her department is received, the employee may be excused at the discretion of the Superintendent or his/her designee.

4. In the event of a large scale disaster an employee called to active volunteer duty shall be granted a leave of absence for a period not to exceed 90 days. This leave of absence shall be without pay unless the employee has accumulated vacation time which they may use at their discretion. The employee shall be permitted to return to his/her position with such seniority status, pay and vacation level as he/she would have had if not absent from Volunteer Homeland Security Service. (i.e.: Salvation Army, American Red Cross, or any nationally recognized disaster Volunteer Organization).

ARTICLE XIII - UNPAID LEAVE

Regular school year employees may apply for an unpaid leave of absence not to exceed three (3) working days immediately before or after the Christmas or Easter school vacations.

Such leave will be limited to two (2) persons in each department and will be contingent upon the purpose for which the leave is requested and the availability of the qualified substitute. Applications should be made between the 45th and 30th day prior to the requested leave. Applications made during that time will be considered on the basis of seniority in addition to the criteria set forth above; however, an employee may not receive such leave a second time if non-recipients of such leave have made a meritorious application. Exceptions to this policy may be made for good cause shown. Decisions of the District in granting request for unpaid leave shall be final and non-reviewable.

Any unpaid leave of absence which exceeds two (2) weeks duration shall not be credited for purposes of accrual of leave, completion of probationary period, or purposes of compensation, but the employee's seniority shall not be broken. This provision shall not apply to Workmen's Compensation leave of less than four (4) months. Any unpaid leave of less than two (2) months shall not affect accrual of vacation.

ARTICLE XIV - JURY DUTY

All full-time and part-time employees required to perform jury duty will be given time to serve, subject to the following conditions:

- a. They must report to school while not actually serving on a jury.
- b. They will be paid their regular daily salary.
- c. Employees working afternoon (3 to 11 P.M. or 4 to 12 P.M.) will not be required to report to work if they are required to be at jury duty four hours or more per day.

ARTICLE XV - PAID HOLIDAYS

A. Regular full year employees shall be entitled to the following paid holidays in conformance with the school calendar after consultation with the president of the association.

July 4 th	Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	Presidents' Day
Day before Thanksgiving	Floating Holiday
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day
Day before Christmas	

B. Ten-month employees who work less than six hours a day shall receive Christmas, Martin Luther King Day, Memorial Day, Thanksgiving and Presidents' Day. Ten-month employees who work six hours or more a day shall receive Christmas, Martin Luther King Day, Memorial Day, Thanksgiving, Presidents' Day and Veteran's Day.

C. Prior to the start of each fiscal year, the District and CSEA will mutually agree upon a date for all 12-month (full year) employees to take the negotiated "floating holiday". Once the date of the floating holiday has been selected, it will be placed upon the school calendar by no later than July 1st of each year.

ARTICLE XVI - VACATIONS

Only full-time employees who work on a full year basis are eligible for paid vacations. In his/her first year, a new employee earns annual paid vacation at the rate of one day per month worked, to a maximum of ten (10) days that fiscal year. For purposes of computing eligibility for vacation, after the first year, any employee hired between July 1 and December 31 shall be considered to have a full year of service for purposes of the vacation schedule.

The vacation schedule is as follows:

After 5 years	-	13 days
After 6 years	-	14 days
After 7 years	-	15 days
After 8 years	-	16 days
After 9 years	-	17 days
After 10 years	-	18 days
After 11 years	-	19 days
After 12 years	-	20 days
After 15 years	-	21 days
After 20 years	-	22 days
After 25 years	-	25 days

Vacation entitlement is subject to the following conditions:

A. Vacations are normally to be taken during the summer vacation period; however, employees may take their vacation during the school year, provided they receive prior District approval. No vacation credits may be carried forward beyond June 30th of the following fiscal year and there shall be no pay in lieu of such accumulated vacation credits.

B. Individuals requesting three (3) or more consecutive days of vacation, must submit a request to their department supervisor a minimum of ten (10) days in advance. If two or more individuals ask for the same time period, on the same date, the individual with the most seniority will be the one awarded the vacation leave. Except during school year recesses and summers only one person in each department will be approved for vacation at a time. The Business Manager will make final approval on all vacation requests.

C. Vacation time is normally credited only at the end of each fiscal year; to be eligible; the employee must be on the staff as of June 30th except as stated in Section D below.

D. If an employee with one or more years of continuous employment in the District involuntarily or voluntarily leaves the District's employment because of lay off, retirement, health reasons, or death, earned vacation time shall be paid upon separation from service.

E. Effective October 15, 1991 - All continuous part-time service in the same job title will count towards full-time vacation eligibility.

ARTICLE XVII - EMERGENCY SCHOOL CLOSINGS

Should school be closed for snow or other emergency reasons; bus maintenance, bus drivers, cafeteria, registered professional nurses, information technology operators, teacher aides, bus aides, cleaners and 10-month office personnel will not have to report to work. They will still receive full pay.

Two custodians, and two twelve-month clerical employees may be required to report. A rotational list will be posted for the custodian and the clerical departments outlining which two employees will be required to report on the next emergency closing. The groundskeeper will report as needed.

The staff members reporting to work will receive pay at time and 1/2 for all hours worked over and above the initial first two (2) hours of work. The remaining hours will be paid at their hourly rate of pay. The remaining custodians and clerical staff on the rotation schedule will receive full pay for that emergency close day.

The staff named to report on a given closing shall expect to report to work unless the District offices are announced as closed or there has been communications with an immediate supervisor.

ARTICLE XVIII - WORKSHOP ATTENDANCE

Any regular employee directed by the District to attend a workshop or school shall be reimbursed his/her necessary expenses.

ARTICLE XIX - INDIVIDUAL DEPARTMENT CONSIDERATION

A. Cafeteria

Regular cafeteria employees shall work the adopted school calendar days plus those days prior to the opening of school and following the closing of school deemed necessary by the School Lunch Manager. Other than the Superintendent Conference Day prior to school opening, cafeteria employees will be required to work on a rotational basis to cover the needs of the cafeteria on all the other Superintendent Conference Days. The initial list will be created based on seniority.

Regular cafeteria employees will be expected to perform extra cafeteria functions when requested by the School Lunch Manager.

The District will provide its cafeteria employees with four uniform shirts each contract year. The District will also provide its cafeteria employees with a maximum annual uniform allowance of \$150.00. Receipts for purchase of District approved slacks, tops and shoes must be presented to the District before payment will be made. Unused portions of the uniform money will return to the District at the end of the year (January 1 - December 31).

Regular cafeteria employees will wear a uniform shirt and acceptable slacks Monday through Thursday throughout the school year.

In the absence of a co-worker in the cafeteria department, that absence will be filled in the following manner:

Job titles will rotate up according to "chain of command" and then seniority within the titles.

When the cafeteria personnel are asked to cater events that are over and above the regular school day time schedule, the following will be the manner in which the event will be handled:

1. The School Lunch Manager will oversee the event.
2. All other regular cafeteria employees, which include the Assistant Cafeteria Manager and Assistant Cook, will have their name placed on a rotating roster. Employees will be selected, in rotation, to serve at an event. If an employee

turns down an event, the next employee on the rotation list will be asked to work. The employee who refused will not be asked again until their name comes back around on the rotation list.

3. Employees who work the event will be paid at time and one half after 40 hours.

4. The dates and times of the events will be updated (as the events come into the school) and posted in the Elementary and Middle-High School Cafeteria work area.

5. The rotating roster will be posted in the Elementary and Middle High School and will be up-dated the 1st of every month.

B. Maintenance

1. The maintenance department is defined as all cleaning staff members, all custodial staff members, the building maintenance mechanic and groundskeeper.

2. The regular scheduled work week shall consist of forty hours Monday through Friday, unless a different schedule is mutually agreed upon between the employee and the District.

3. Checking of buildings on weekends shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate. Checking of buildings on holidays shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate in additions to his holiday pay.

Checking of buildings on weekends and holidays shall be rotated among all maintenance employees on an equitable basis, provided they are qualified to do the work.

4. The District will provide a shoe/clothing allowance of one hundred fifty (\$150) dollars per maintenance department person per contract year. Receipt for shoes/clothing purchased must be presented to the District before payment will be made.

5. All maintenance employees on-call for boiler plant duty shall receive the following on-call pay:

\$175.00 each day for weekend on call

\$300.00 holiday on call

Employee must receive a 12-hour notice from the District when on-call shift is canceled.

6. Overtime shall be distributed among employees in the maintenance department on an equitable basis within their job classification.

An overtime roster shall be developed and shall list each employee by job classification. Initial placement on the overtime roster shall be determined by lottery.

Overtime shall first be offered to the first person on the overtime roster in the respective job classification. Thereafter, as each instance of overtime occurs it shall next be offered to the next person on the list for that job classification.

An employee who is offered and refuses overtime in his/her job classification shall be treated as having worked such time for the purposes of overtime equalization.

The overtime roster shall be posted in the Elementary Building and the Middle-High School Building and shall be updated on the 1st of every month for the purpose of equalizing overtime.

7. An employee in the maintenance department, who works in a higher paid job classification for an entire shift, shall receive the hourly rate of that higher paid job classification for each hour worked.
8. The Building Maintenance Mechanic shall receive the same uniform service as the bus mechanics.
9. In the case of a snow event, the groundskeeper and a designee are responsible for all removal and cleanup. In the absence of the Superintendent of Buildings and

Grounds, his designee will be in charge of all removal, cleanup, and additional help.

The groundskeeper and a designee will make themselves available to work additional hours for the removal and cleanup of snow if necessary.

C. Office

Secretarial and clerical staff daily hours shall be seven (7) hours per day plus a one-half hour lunch time. Summer hours during July and August shall be six (6) hours per day plus lunch time. Any staff required by a District Supervisor to work in excess of six hours per day during summer months shall be compensated at their regular hourly rate or their overtime rate as appropriate.

When approved in writing by the employee's supervisor, clerical employees will be paid for all office work done outside of the normal working hours at the employee's straight-time hourly rate of pay. Hours worked in excess of 40 hours per week will be paid at the employee's time and a half rate.

D. Transportation

1. If available, bus drivers are to have preferences for all trips.

A. Regular drivers are full-time school year employees who work a minimum of 5 hours per day. Regular drivers who are currently eligible to receive health and dental benefits will continue to receive these benefits.

B. Contract drivers are part-time school year employees who have a contract for a specific route. Contract drivers will receive the benefits of a part-time school year employee according to the contract. The alternative plan (B) of health insurance will be available to all contract drivers at an employee premium contribution of 50%. Contract drivers will not be entitled to the 105h contribution or the Cash Payment in Lieu of Health Insurance.

2. All District Drivers will be provided with an updated list of suspensions and/or expulsions as they occur.

A. In the event a driver files a complaint about a student, the district will notify the driver in writing that the complaint has been received.

3. Drivers preference for available routes will be bid on and awarded in order of seniority. Drivers may rebid their route only when another route becomes permanently available. This will allow the driver with the most seniority to fill the opening first. This will not result in the mid-year rebidding of the entire department. The driver that moved will have their position filled by an individual who has worked as a substitute and is recommended by the Transportation Coordinator for the position.

4. The District may add additional pick-ups, discharges, and/or stops to any routes at its discretion. Pay will be determined according to the driver's established hourly rate.

5. Additional Trips:

A. Must fall between or after the daily contracted run.

B. Charter trip is any scheduled additional trip. (Ex. Sports, field trips, recreational or educational). Two rotational wheels will be used to schedule a charter trip. A daytime rotational wheel which is scheduled to depart prior to 2:00 p.m. of that day and a nighttime rotational wheel which is scheduled to depart after the drivers daily run or is a weekend trip.

C. Emergency trip is any unscheduled last minute trip, (Ex. sick child, and late student). A minimum of one (1) hour pay.

D. Additional trips are to be rotated among regular drivers desiring them. Additional trips not taken

by regular drivers as defined above will then be offered to contract drivers on a rotational basis.

- E. Additional trips will be assigned on a weekly basis. Every effort will be made to have the work for the next week available on Monday morning for drivers to review and prepare to accept such work if they are the next person on the rotational wheel when it is assigned on Wednesday.
 - F. All additional trips cancelled after the bus driver has arrived at the bus garage will receive (1) one hour of his/her additional trip rate of pay as a show-up fee. No driver shall receive less than (1) one hour of his/her additional trip rate of pay when assigned to any run. The driver will also get the next available additional trip.
 - G. Additional trips taken by Regular Drivers will be paid according to Appendix B. Additional Trips taken by Contract Drivers will be paid according to their hourly wage.
6. Drivers are to spray-rinse the outside of the bus as needed and clean the inside of the bus as needed and as required by NYS DOT Regulations. Bus Mechanics are to wash the buses.
 7. Each driver will receive their hourly rate of pay per hour for all 19-a training hours to a maximum of four hours per school year. All drivers will receive their hourly rate of pay for any and all mandatory meetings they are required to attend.
 8. Whenever possible, drivers are to give the Transportation Supervisor a six-hour advance notice whenever the driver cannot drive their assigned routes, except in emergency situations.
 9. The district will reimburse each Mechanic for work shoes up to a maximum of \$150.00 each contract year. Receipts for purchased shoes

must be presented to the district before payment will be made.

10. The District will provide uniform service for all Bus Mechanics.
11. All drivers will be allowed a meal allowance on additional trips as necessary, if receipts are turned in per Appendix B.
12. Summer Work: Those drivers desiring to work during the summer will sign-up on a sign-up sheet. The summer trips will be assigned according to seniority among the full-time drivers and then contract drivers for the duration of the summer. These drivers must be available for the duration of the program. Regular and Contract drivers will be defined in accordance with paragraph 1a and 1b. The trip assignments will remain the same for the duration of the summer. In the event that a driver fails to complete the duration of the obligation, the driver will lose seniority for the following summer. Loss of Seniority only pertains to summer driving.
13. New drivers must be able to meet all NYS DOT requirements for physical capabilities before they begin transporting students.
14. Regular drivers who are currently eligible to receive health and dental benefits will continue to receive these benefits.
15. Bus drivers who substitute as Bus Aides will receive their established additional trip hourly wage, per Appendix B, for all time worked in that title.
16. Bus Aides are assigned to specific students as defined by CSE. They are responsible only to the specific CSE students.

17. Bus Aides required to attend mandatory meetings and/or training will be paid their hourly wage rate for the meeting/training.

18A. The District shall not require a drug test for substances other than those defined in FHWA 49.

18B. In the event of a positive drug or alcohol test, an employee shall be allowed to use any and all accruals standing to his/her credit during periods he/she is not able to perform safety sensitive functions, or periods of rehabilitation.

18C. The District shall pay for all initial drug and alcohol testing. In the event of an initial positive drug test, if the split specimen tests positive the employee shall pay for the split specimen test. If the split specimen test is negative, the District will pay for the split specimen test.

18D. The Employee shall be responsible for the cost of any or all rehabilitation programs but shall be allowed to utilize any coverage provided by the Genesee Area Health Care Plan or an equivalent.

18E. Employees shall have the right of union representation during any drug or alcohol testing procedure if requested by the employee.

18F. Any disciplinary action taken by the District as a result of the administration of their Drug and Alcohol Policy shall be subject to the grievance procedure including final and binding arbitration.

E. Nurses

1. When overtime is prior approved by the Business Manager, all time worked outside the normal workday for scheduled school meetings, court appearances, and for school committees, will be paid at the normal rate of pay for up to

forty per week. Thereafter, hours worked in excess of forty (40) hours in a week shall be paid in accordance with Article XX, Section C.

2. The District shall provide two (2) lab coats per contract to each nurse.

3. Conference Attendance - Nurses will receive their normal pay per hour when attending conferences on in-service education programs when such attendance has been approved by the Superintendent of schools. The cost of the registration fee for said conference or in-service education programs will be absorbed by the school district.

4. Continuing Education Credit:

1. Nurses will be eligible to receive twenty dollars (\$20.00) per earned credit which shall be paid in three (3) hour blocks.

2. The District will fully pay for all training required by the State to maintain the nurses' license (ex. CPR). Such training or recertification shall not be considered continuing education credits for the purposes of Subsection 1 above.

5. The Nurses' work schedule will be 195 days - 185 regular school days - including 4 conference days and 10 pre and post school year days. Additionally, the school nurse will be paid for ten (10) holidays between September 1 and June 30 of each school year.

The pre and post day schedule will be determined between the nurses and the Business Manager subject to the following:

a. Pre and post days may be worked in whole or half day segments at the employee's option.

6. Hours of Work -

In accordance to the school schedule as designated by the principal of the building, the hours of work for school nurses will be seven and one-half (7.5) hours per day.

F. Teacher Aides

1. The normal work day for teacher aides will be six and three quarter hours (6 $\frac{3}{4}$) per day with one half hour unpaid lunch period.

2. The work year shall be defined as September 1 through June 30 of each year. Teacher Aides will be scheduled to work between a minimum of one hundred eighty (180) and maximum of one hundred ninety (190) work days per year. Teacher Aides who work more than one hundred eighty (180) days will receive their normal hourly rate of pay for all hours worked each day in accordance with this Section.

3. Teachers Aides who substitute teach shall receive substitute teacher's pay for all hours worked in that capacity.

4. Summer Work: Those Teacher Aides desiring to work during the summer will submit a letter to the Special Education Coordinator. Duties will be assigned according to seniority among all Teacher Aides for the duration of the summer. In the event that a Teacher Aide fails to complete the duration of the obligation, the aide will lose seniority for the following summer. Loss of Seniority only pertains to Summer School. No outside hire shall earn more than a District employee with seniority.

G. Information Technology Operator Technician I (ITOT 1)

1. The immediate supervisor for the ITOT 1 will be the Technology coordinator.

2. Anticipated earnings of the ITOT 1 will be prorated evenly over anticipated paydays.

3. The ITOT 1 work schedule will be 185 regular school days, including 4 conference days. Additionally the ITOT 1 will be paid for holidays according to contract language.

4. Summer hours will be worked as deemed necessary and approved by the Immediate Supervisor.

5. The hours of work for the ITOT 1 shall be Monday through Friday, 7:45 A.M. - 3:15 P.M., which includes ½ hour unpaid lunch.

ARTICLE XX - SALARY DETERMINATION

A. Effective July 1, 2010
 July 1, 2011
 July 1, 2012

bargaining unit employees will receive step wage increases as reflected in Appendix C.

1. Employees hired as of September 1, 2007, will receive the July 1st annual increase no matter when they were hired.

2. Management reserves the right to hire an employee above the hire rate, but not to exceed the lowest paid individual within the specified job title, based on prior work experience .

3. Effective July 1, 2011, all employees will receive the July 1st annual increase no matter when they were hired.

B. Hourly Rates

For regular school year employees on a salary, the number of work days times the normally scheduled daily working hours shall be the basis for determining the hourly rate.

The hourly rate for regular full year employees shall be determined by dividing the annual contract salary plus any shift differential by the annual number of scheduled working hours plus paid holiday hours.

C. Overtime Rates

Time and one-half the employee's scheduled hourly rate is to be paid for hours worked in excess of forty (40) in any week. Paid holidays, sick days and personal emergency days are to be considered as days worked.

- D. Longevity Bonus** Time and one-half the employee's scheduled hourly rate is to be paid for hours worked in excess of forty (40) in any week. Paid holidays, sick days and personal emergency days are to be considered as days worked.

All members of the bargaining unit shall be eligible for a longevity bonus as follows:

\$500 in years 15, 20, 25 and 30.

The bonus will be paid in a lump sum within thirty (30) days of the anniversary date of the employee. A written request will be initiated by the eligible employees and transmitted to the Superintendent or his/her designee. All requests must be submitted within the fiscal year of the anniversary date of each employee.

- E.** Nothing contained in this Agreement shall be construed as a guarantee of hours of work in a day, week or year.

F. Out-of-Title Pay

An employee who works in a higher paid job classification shall receive the hourly rate of the higher paid job classification for each hour worked. This shall be a comparable step/pay per hour.

ARTICLE XXI - MILEAGE

Employees shall be reimbursed for mileage at the rate determined yearly by the Internal Revenue Service for use of personal vehicles for pre-approved district business. Note: Pre-approval will be made by the Business Manager or the Superintendent.

ARTICLE XXII - GRIEVANCE PROCEDURE

Section 1

The District and the Association agree that it is advisable to have an orderly, clearly defined procedure to resolve differences which may

arise from an alleged violation of the provisions of this agreement or the interpretation or application thereof. This procedure is established that such grievances may be resolved promptly, in an equitable manner, and without coercion, restraint, or reprisal.

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article does not apply to, and is not intended as, a substitute or an alternative for any action permitted by, or required by the Employer under any article of the State or Local Civil Service Law or rules.

Section 2

a. A grievance is any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement, but shall not include any matters that are otherwise reviewable pursuant to law, or any rule or regulation having the force or effect of law, nor shall the discharge or discipline of any employee under Section 75 or the Civil Service Law constitute grounds for, or be considered as, a grievance under this agreement.

b. An employee is any person in the unit covered by this agreement.

c. The aggrieved party shall mean the district or the employee who submits a grievance.

d. The term days shall mean scheduled working days.

Section 3 - Representation

The aggrieved party has the right to represent himself or to be represented by a person of his/her choice. An Association representative shall be permitted the exclusive right to observe the activity and progress of any grievance from the second stage through the final decision.

Section 4 - Procedures

Step 1

Within 10 days after the occurrence of the grievance, the aggrieved party shall orally and informally discuss the grievance with the immediate supervisor. The grievant shall receive an answer within 3 days.

Step 2

If the grievance is not satisfactorily resolved at this time, the grievant may formally file a written grievance with the immediate supervisor within 5 days after receipt of the Step 1 answer. Such a statement shall set forth the specific nature and details of the grievance, including the specific article and section of the agreement alleged to have been violated, misinterpreted, or inequitably applied as to the aggrieved party, the specific acts upon which the grievance is based, and the remedy sought by the aggrieved party. Within 3 days after receipt of the written grievance, the immediate supervisor shall provide the employee with his written determination concerning the grievance.

Step 3

If the aggrieved party is unsatisfied with the results of Step 2, within 3 days after determination has been made at that level, a copy of the written statement submitted at Step 2 and the answer received are to be filed with the Business Manager. Within five days the Business Manager will investigate the grievance and render a written decision.

Step 4

If the grievance has not been resolved at Step 3, the aggrieved party may submit a copy of the written statement submitted at Step 2 and the answer received at that Stage plus a copy of the answer received at Step 3 to the Superintendent of Schools within three days after the determination has been made at Step 3. Within five days after the receipt of all documentation the Superintendent will hold an informal hearing with the aggrieved party, his/her representative, if any, the Business Manager, and the immediate supervisor present. All parties may present oral and/or written statements supporting their position in the case. The Superintendent shall, within five days after he declares the informal hearing to be closed, render a decision.

Step 5

a. If the grievance is not resolved at Stage 4 and the grievant wishes to pursue the grievance to arbitration, he/she shall so notify the Association. If the Association determines that the alleged grievance is meritorious and that appealing it is in the best interests of the school system, then no later than fifteen (15) school days after the Superintendent has rendered his decision at Stage 4 above, the Association shall submit a written notice to the Superintendent of its intent to proceed to arbitration.

b. Simultaneously, with the delivery of the written notice to the Superintendent, the Union will request from the Public Employment Relations Board a list of seven (7) arbitrators, from which the Employer and the Union shall select an arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator from the list, the Union and the Employer shall alternately strike names until one (1) remains who shall be designated to arbitrate the grievance in question.

c. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues.

d. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

e. The decision of the arbitrator shall be final and binding upon all parties.

f. the costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

g. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.

h. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the District.

ARTICLE XXIII PERSONNEL ISSUES

A. Evaluations

An employee will be evaluated yearly by their immediate supervisor. The evaluation will be in written form and will discuss the strengths, weaknesses and areas that need improvement. The evaluation will be presented personally to the employee and reviewed via discussion. An area on the evaluation will be set aside for the employee to respond with his/her own comments. If additional space is needed, a separate attachment may be included. There will be a 30-day deadline to include commentary on the part of the employee.

A copy of the evaluation and any responses will be placed within the employee's personnel file and a copy given to the employee.

An evaluation will not be used as a substitute for an official notice of discipline.

B. Personnel File

The District will maintain a personnel file for each support staff employee. The personnel file shall be in the possession of the Business Manager and will contain all written material bearing directly upon an individual's employment with the Oakfield-Alabama Central School District. When material is placed within the file, the individual will be notified and given a copy. In the event of discipline issues, a CSEA Representative must be offered to the employee. An employee has the option of refusing representation.

An employee may review their personnel file, upon written request, and in the presence of the Business Manager or his/her designee. The employee shall be allowed to initial and copy the materials reviewed.

Letters of discipline placed in the file may be removed at a point not to exceed 3 years from the date of the letter and mutually agreed upon by the Business Manager and the employee. All other material will remain in the personnel file unless mutually agreed upon by the Business Manager and the employee.

C. Assault and Battery

All cases of assault and/or battery by a student to, or against, a unit member must be in writing to the Business Manager. Assault is defined as any apparent threat to do physical harm; battery is defined as any illegal beating or touching of another person, either directly or with another object.

ARTICLE XXIV - NO STRIKE

The Association and its members, individually and collectively, agree that they will not sanction or cause to take part in any strike, suspension, slow-up, stoppage of work or any form of action which results in a delay of work during the term of this Agreement.

ARTICLE XXV - COMPLETE AGREEMENT

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened or required on any item whether or not proposed or contemplated at the time this Agreement was negotiated, prior to January 1st immediately preceding termination date of this agreement unless mutually agreed upon by the parties.

This Agreement shall constitute the full and complete commitments between both parties and shall superseded any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

ARTICLE XXVI - SAVINGS

If any provision of this agreement shall be found contrary to law or any rule or regulation having the effect of law, then such provision shall be deemed invalid except to the extent permitted by law or such rule or regulation. All other provisions shall continue in full force and effect.

ARTICLE XXVII - LEGISLATIVE ACTION

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

ARTICLE XXVIII -DURATION

The provision of this Agreement shall become effective as of July 1, 2010, and shall continue in full force and effect through and including June 30, 2013, and from year to year thereafter, unless either party has given written notice to the other party not later than January 15, 2013, or any succeeding year, of its desire to modify, amend or terminate this Agreement. If either party notices this Agreement for modification, amendment, or termination, then the parties shall set a mutually agreed upon meeting date not later than February 15, 2010, for its first negotiating session, unless otherwise agreed in writing.

This Agreement is made and entered into this ____ day of _____, 2011, by and between the Oakfield-Alabama Central

School district, and the Civil Service Employees Association, Oakfield-Alabama Unit.

OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT

BY: _____

SUPERINTENDENT OF SCHOOLS

BY: _____

BOARD OF EDUCATION, PRESIDENT

**CIVIL SERVICE EMPLOYEES ASSOCIATION
OAKFIELD-ALABAMA UNIT**

BY: _____
LAURA THURBER, PRESIDENT

BY: _____
LYNN M. KNÓOP, LABOR RELATIONS SPECIALIST

SIGNED THIS _____ DAY OF _____ 2011.

OAKFIELD-ALABAMA CENTRAL SCHOOL

APPENDIX B

July 1, 2010 - June 30, 2011

	2010-11 Hourly	2011-12 Hourly	2013-14 Hourly
Hourly			
A. Additional Trips	\$ 18.00	\$ 18.00	\$ 19.00
B. Each Driver is allowed ½ hour for clean-up of bus after "Additional Trip"			
C. Each Driver is allowed a meal allowance on "Additional Trip" as necessary, only if accompanied by a receipt.			
Maximum:	\$ 10.00	\$ 10.00	\$ 10.00

Maintenance Department

Hourly Night Differential (3:00 p.m. - 11:00 p.m.)	\$ 0.50	\$ 0.50	\$ 0.50
Third Shift Night Differential (11:00 p.m. - 7:00 a.m.)	\$ 0.75	\$ 0.75	\$ 0.75

Differential applies when the supervisor sets hours involving differential shifts or when a supervisor alters normal work hours to include time during one of these shifts. Differential does not apply when an employee is receiving overtime for hours worked during shifts. When receiving differential, differential will be applied towards the entire shift.

Cafeteria

Cafeteria, Cooks & Helpers, Hourly Night Differential (3:00 p.m. - 11:00 p.m.)	\$ 0.50	\$ 0.50	\$ 0.50
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APPENDIX C

JOB TITLE	HIRE/ STEP 1	2010-11 YEAR ONE	2011-12 YEAR TWO	2012-13 YEAR THREE
CUSTODIAN/GROUNDS KEEPER	\$ 9.50	\$ 0.49	\$ 0.31	\$ 0.40
CLEANER	\$ 7.75	\$ 0.32	\$ 0.24	\$ 0.28
BUILDING MAINTENANCE MECHANIC	\$ 9.63	\$ 0.47	\$ 0.33	\$ 0.40
BUS DRIVER	\$ 14.50	\$ 0.50	\$ 0.22	\$ 0.22
HEAD BUS MECHANIC	\$ 13.50	\$ 0.50	\$ 0.35	\$ 0.45
ASSITANT BUS MECHANIC	\$ 11.38	\$ 0.48	\$ 0.32	\$ 0.40
SECRETARY	\$ 12.50	\$ 0.55	\$ 0.35	\$ 0.45
CLERK TYPIST	\$ 7.75	\$ 0.32	\$ 0.32	\$ 0.32
ASSISTANT CAFETERIA MANAGER	\$ 9.21	\$ 0.32	\$ 0.32	\$ 0.32
ASSISTANT COOK	\$ 9.06	\$ 0.27	\$ 0.31	\$ 0.29
FOOD SERVICE HELPER/ MONITORS	\$ 7.75	\$ 0.32	\$ 0.24	\$ 0.28
SCHOOL NURSE	\$ 13.25	\$ 0.50	\$ 0.40	\$ 0.45
TEACHER AIDE	\$ 7.75	\$ 0.38	\$ 0.24	\$ 0.31
BUS MONITOR	\$ 7.75	\$ 0.38	\$ 0.22	\$ 0.30
PRINCIPAL FINANCIAL CLERK	\$ 14.00	\$ 0.50	\$ 0.34	\$ 0.42
BUILDING HEAD CUSTODIAN	\$ 10.79	\$ -	\$ -	\$ -
BUILDING MAINTENANCE SUPERVISOR	\$ 14.81	\$ -	\$ -	\$ -
STENOGRAPHER	\$ 8.96	\$ -	\$ -	\$ -
SENIOR TYPIST	\$ 9.43	\$ -	\$ -	\$ -
SENIOR ACCOUNT CLERK TYPIST	\$ 12.14	\$ -	\$ -	\$ -
INFORMATION TECHNOLOGY OPERATOR	\$ 9.06	\$ -	\$ -	\$ -

1. Management reserves the right to hire an employee above the hire rate, but not to exceed the lowest paid individual within the specified job title, based on prior work experience.

2. Employees who change job classifications after July 1, 2005 but who were employed by the District prior to that date, will be placed on the salary schedule at a salary step that is at least equal to their annualized salary for the old job classification.

3. Whenever an employee hired above the minimum rate for that title, the CSEA President must be notified - in writing- as to the hire rate/step.

MEMORANDUM OF AGREEMENT

between

**OAKFIELD ALABAMA CENTRAL SCHOOL DISTRICT
EMPLOYEE UNIT, LOCAL 819**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

and

OAKFIELD ALABAMA CENTRAL SCHOOL DISTRICT

The terms of this Memorandum of Agreement shall be the basis for a contract between the Oakfield Alabama Central School District and the Oakfield Alabama Central School District Employee Unit Local 819, Civil Service Employees Association, Inc. Local 1000, AFSCME-CIO for the period July 1, 2013 – June 30, 2014.

The existing contract between Oakfield Alabama Central School District and the Oakfield Alabama Central School District Employee Unit Local 819, Civil Service Employees Association, Inc. Local 1000, AFSCME-CIO for the period July 1, 2013 – June 30, 2014 shall be renewed in full force and effect, except for the agreed upon changes set forth in this memorandum of agreement.

JOB TITLE	HIRE/ STEP 1	2013-14 YEAR ONE
CUSTODIAN/GROUNDS KEEPER	\$ 9.50	\$ 0.35
CLEANER	\$ 7.75	\$ 0.35
BUILDING MAINTENANCE MECHANIC	\$ 9.63	\$ 0.35
BUS DRIVER	\$ 14.50	\$ 0.35
HEAD BUS MECHANIC	\$ 13.50	\$ 0.35
ASSITANT BUS MECHANIC	\$ 11.38	\$ 0.35
SECRETARY	\$ 12.50	\$ 0.35
CLERK TYPIST	\$ 7.75	\$ 0.35
ASSISTANT CAFETERIA MANAGER	\$ 9.21	\$ 0.35
ASSISTANT COOK	\$ 9.06	\$ 0.35
FOOD SERVICE HELPER/ MONITORS	\$ 7.75	\$ 0.35

SCHOOL NURSE	\$ 13.25	\$ 0.35
TEACHER AIDE	\$ 7.75	\$ 0.35
BUS MONITOR	\$ 7.75	\$ 0.35
PRINCIPAL FINANCIAL CLERK	\$ 14.00	\$ 0.35
BUILDING HEAD CUSTODIAN	\$ 10.79	\$ 0.35
BUILDING MAINTENANCE SUPERVISOR	\$ 14.81	\$ 0.35
STENOGRAPHER	\$ 8.96	\$ 0.35
SENIOR TYPIST	\$ 9.43	\$ 0.35
SENIOR ACCOUNT CLERK TYPIST	\$ 12.14	\$ 0.35
INFORMATION TECHNOLOGY OPERATOR	\$ 9.06	\$ 0.35
SCHOOL ATTENDANCE AIDE	\$ 8.00	\$ 0.35
COOK MANAGER	\$ 10.21	\$ 0.35

1. Management reserves the right to hire an employee above the hire rate, but not to exceed the lowest paid individual within the specified job title, based on prior work experience.
2. Employees who change job classifications after July 1, 2005 but who were employed by the District prior to that date, will be placed on the salary schedule at a salary step that is at least equal to their annualized salary for the old job classification.
3. Whenever an employee is hired above the minimum rate for that title, the CSEA President must be notified -- in writing- as to the hire rate/step.

FOR THE UNION

Laura Thurley

FOR THE EMPLOYER

Mark Alexander
Mark Alexander

DATE: Feb 12, 2013