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Contract Database Metadata Elements

Title: **Thousand Islands Central School District and Thousand Islands Non-Teaching Unit, CSEA Local 1000, AFSCME, AFL-CIO (2013)**

Employer Name: **Thousand Islands Central School District**

Union: **Thousand Islands Non-Teaching Unit, CSEA Local 1000, AFSCME, AFL-CIO**

Local:

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CONTRACT

between

THE CHIEF SCHOOL ADMINISTRATOR

of the

**THOUSAND ISLANDS CENTRAL
SCHOOL DISTRICT**

and the

**THOUSAND ISLANDS NON-TEACHING
SERVICE UNIT OF THE
CSEA, LOCAL 1000**

JULY 1, 2013 – JUNE 30, 2016

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The following items relating to the terms and working conditions of employment have been agreed upon between the Thousand Islands Central School District C.S.A. and the Thousand Islands Non-Teaching Unit of the CSEA and shall be in effect from July 1, 2013, to June 30, 2016.

ARTICLE I RECOGNITION

The Thousand Islands Central School District recognizes the CSEA Local 1000, AFSCME/AFL-CIO, Thousand Islands Central School District Employees Unit, as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for the employees in the bargaining unit occupying job classifications within the following departments:

1. Buildings and Grounds
2. Cafeteria
3. Clerical and Aides
4. Transportation
5. Custodian
6. School Nurses
7. Educational Interpreters
8. Monitors

Titles to be excluded include: Substitute; Supervisor of Buildings and Grounds; Supervisor of Transportation; Secretary to Superintendent; Purchasing Clerk; Payroll Clerk; Clerical Assistant to the Superintendent; Cafeteria Supervisor; Head Custodian.

ARTICLE II DUES DEDUCTION

Section 1.0

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union-Sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, New York 12210 on a payroll period basis.

Section 2.0

The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, New York 12210, for the first and last payroll periods, a list itemizing the deductions of each employee.

Section 3.0

Upon the written request by the Association President the District shall supply the Association with a list of all employees in the bargaining unit showing each employee's full name, home

address, job title, work location, and first date of employment. Such a list may be requested no more than twice a year and shall reflect the latest data available to the District at the time of the request.

**ARTICLE III
RETIREMENT BENEFIT**

Section 1.0 Cost of Retirement

- 1.1 The School District shall pay the full cost of retirement for all non-teaching employees, using the 1/60 (75E) non-contributory plan.
- 1.2 Commencing July 1, 1989, the retirement plan shall be 751.

Section 2.0 Retirement Bonus

- 2.1 Provided that the School District is notified in writing at least four months in advance of an intended retirement, an employee shall be paid as follows for unused sick days:

<u>Days</u>	<u>Buy Out</u>
1-100	\$10/day for the first 100 days
101-150	\$30/day for the next 50 days
151-200	\$50/day for the next 50 days

Maximum Buy-out = \$5,000

Section 3.0 Employer Non-Elective Contribution to 403(b) Plan

- 3.1 Employer Non-Elective Contribution – Sick Leave Conversion For All Eligible CSEA Employees: The employer agrees to make an employer non-elective contribution to the 403(b) account of each covered employee entitled to a sick leave conversion under Article III Section 2.1 Retirement Bonus Unused Sick Days. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article III Section 2.1, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment due to retirement under New York State Employees’ Retirement System (ERS).

Employer Non-Elective Contribution – Vacation Leave Conversion For All Eligible 12-Month CSEA Employees: The employer agrees to make an employer non-elective contribution to the 403(b) account of each covered 12-month employee who is entitled to a vacation leave payout of unused vacation days in the employees account after their final date of employment, i.e., following their effective date of retirement. This contribution is subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment due to retirement under ERS.

- 3.2 No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contribution(s) described herein.
- 3.3 Contribution Limitations: In any applicable year, the maximum employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For employer non-elective contributions made post-employment to the former employees' 403(b) account, the contribution limit shall be based on the employee's compensation at the time of their retirement, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the employer non-elective contribution referenced in any of the preceding paragraphs exceed the applicable contribution limits, the employer shall first make an employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code are fully met through payment of the employer's non-elective contribution.

- 3.4 403(b) Accounts: Employer contributions shall be deposited into a 403(b) account, which is selected by the employee to receive said employer contributions, provided such account will accept employer non-elective contributions, as reviewed by The OMNI Group, the district's Third Party Administrator for 403(b) administration and compliance.
- 3.5 Tier 1 Adjustments: Tier 1 members with membership dates prior to April 1, 1972, employer non-elective contribution hereunder will be reported as includable compensation to ERS in the calculation of Final Average Salary, subject to further ERS provisions.
- 3.6 This Article shall be subject to IRS regulations and ruling. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Union and employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
- 3.7 This Article shall further be subject to the approval of the 403(b) Provider, in conjunction with OMNI. The former shall review this Article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code, the latter for advice with compliance and adherence to all employer obligations per IRS regulations.
- 3.8. Both the employer and the employee are responsible for providing accurate information to the 403(b) Provider. This information includes both elective and non-elective contributions and the amount of the participant's includible compensation.

**ARTICLE IV
HEALTH INSURANCE**

Section 1.0 Eligibility Requirements

- 1.1 All employees who work 20 hours or more per week are eligible to join the School District health insurance plan. If it is possible under the School District health insurance plan in effect to continue those employees reduced in hours or salary below the eligibility requirements set forth in this Article, it will be done.
- 1.2 Bargaining unit members hired on or after July 1, 2013, eligible to retire under ERS guidelines and who retire from the District having fifteen (15) or more years of continuous service in the District shall be eligible for health insurance benefits in retirement.

Section 2.0 Cost of Program

- 2.1 For employees who are regularly assigned to work at least 30 hours per week, the District shall pay ninety percent (90%) of the premiums for eligible single, dependent, spouse and family coverage. For employees who are regularly assigned to work at least 20 hours per week but less than 30 hours per week, the District shall pay fifty percent (50%) of the premiums for eligible employees. Eligible retirees will receive the same benefits.
- 2.2 The District shall have the option of selecting the health insurance plan carrier providing that if a new carrier is selected, the plan to be offered shall provide benefits as good as or better than the Jefferson-Lewis et al Plan.

Section 3.0 Dental Insurance

- 3.1 Those employees who work 20 hours or more per week are eligible to join the dental insurance program. For employees who are regularly assigned to work at least 30 hours per week and elect to join the Dental Plan, the District shall pay \$60 towards the premium. For employees who are regularly assigned to work at least 20 hours per week but less than 30 hours per week and elect to join the Dental Plan, the District shall pay \$30 towards the Dental premium.

Section 4.0 Internal Revenue Service - Section 125 Modified Cafeteria Plan

- 4.1 IRS Section 125 Modified Cafeteria Plan - The District shall make available a Section 125 Modified Cafeteria Plan to employees. This will include a Premium Conversion Account for the processing of health and dental insurance premiums on a pre-tax basis, and a Health Insurance Reimbursement Account and a Dependent Care Reimbursement Account for reimbursing eligible out-of-pocket medical expenses and dependent care costs.
- 4.2 All employees who contribute payment towards their health and dental insurance premiums shall be enrolled in the Premium Conversion Account under the IRS Section 125 Modified Cafeteria Plan being offered by the District.



B.O.C.E.S. EMPLOYER/EMPLOYEE RELATIONS

20104 STATE ROUTE 3
WATERTOWN, NY 13601-9509
[HTTP://WWW.BOCES.COM](http://www.boces.com)

(315) 779-7045
FAX: (315) 779-7009 or (315) 377-7009
Dominic S. D'Imperio, Esq., ext. 7047
Director of Employer/Employee Relations
Timothy Collins, Esq., ext. 7046
Labor Relations Specialist

January 24, 2014

Frank House, Superintendent of Schools
Thousand Islands Central School District
P.O. Box 1000
Clayton, New York 13624

Denise Campbell, LRS
Civil Service Employees Association
P.O. Box 488
Canton, New York 13617

Superintendent House and Ms. Campbell,

Please find enclosed the corrected salary schedules, pages 5-6, as an insert sheet for the 2013-2016 CSEA collective bargaining agreement in Thousand Islands. Please attach the correct schedules to your copies of the contract as replacement for the current page 5-6 of the agreement.

I want to thank the CSEA for their patience in resolving the inadvertent error in the schedules and the District for their diligence in helping to correct the mistake.

Please call me with any questions.

Best regards,

Dominic D'Imperio
Director of Employer/Employee Relations

Enc.

**ARTICLE V
SALARY**

Section 1.0 Salary Improvements

Base salaries are computed using the hourly rates listed below for the various categories of employee. Each employee's 2013-2016 year's salary shall be computed using his or her 2012-2013 hourly rate listed below as the base year:

	2012-13	2013-14	2014-15	2015-16
<u>Buildings and Grounds</u>	<u>Base Year</u>	<u>Hrly Rate</u>	<u>Hrly Rate</u>	<u>Hrly Rate</u>
1. Custodian	\$13.65	\$13.98	\$14.37	\$14.73
2. Cafeteria: Cook	\$12.86	\$13.19	\$13.58	\$13.94
3. School Nurse	\$21.01	\$21.34	\$21.73	\$22.09
4. Deaf Interpreter	\$20.39	\$20.72	\$21.11	\$21.47
	\$21.15	\$21.48	\$21.87	\$22.23
5. Network Administrator	\$22.47	\$22.80	\$23.19	\$23.55
6. Auto Mechanic Helper	\$19.07	\$19.40	\$19.79	\$20.15
7. SALARY SCHEDULES: Each employees' 2013-2014 through 2015-2016 salary shall be computed using his/her years of service in that title for placement on the appropriate step of the salary schedule below.				

a. <u>Bldgs & Grounds</u>	<u>Step</u>	2012-13 <u>Base year</u>	2013-14 <u>Hrly Rate</u>	2014-15 <u>Hrly Rate</u>	2015-16 <u>Hrly Rate</u>
Bldg Main Mechanic	1-8	\$17.40	\$17.73	\$18.12	\$18.48
	9-19	\$19.00	\$19.33	\$19.72	\$20.08
	20+	\$20.55	\$20.88	\$21.27	\$21.63
Sr. Custodian	1-10	\$14.58	\$14.91	\$15.30	\$15.66
	11-19	\$16.29	\$16.62	\$17.01	\$17.37
	20+	\$19.28	\$19.61	\$20.00	\$20.36
Cleaners	1	\$11.03	\$11.36	\$11.75	\$12.11
	2-3	\$11.54	\$11.87	\$12.26	\$12.62
	4-6	\$12.07	\$12.40	\$12.79	\$13.15
	7-9	\$12.60	\$12.93	\$13.32	\$13.68
	10-12	\$13.12	\$13.45	\$13.84	\$14.20
	13+	\$13.65	\$13.98	\$14.37	\$14.73

	<u>Step</u>	<u>2012-13 Base year</u>	<u>2013-14 Hrly Rate</u>	<u>2014-15 Hrly Rate</u>	<u>2015-16 Hrly Rate</u>
b. <u>Teacher Aide</u>	1-5	\$11.65	\$11.98	\$12.37	\$12.73
	6-10	\$11.82	\$12.15	\$12.54	\$12.90
	11-15	\$12.43	\$12.76	\$13.15	\$13.51
	16-19	\$13.48	\$13.81	\$14.20	\$14.56
	20+	\$13.86	\$14.19	\$14.58	\$14.94
c. <u>Typist</u>	1-3	\$14.64	\$14.97	\$15.36	\$15.72
	4-7	\$15.13	\$15.46	\$15.85	\$16.21
	8-10	\$15.46	\$15.79	\$16.18	\$16.54
	11-13	\$16.74	\$17.07	\$17.46	\$17.82
	14+	\$18.01	\$18.34	\$18.73	\$19.09
d. <u>Bus Drivers</u>	1-3	\$18.17	\$18.50	\$18.89	\$19.25
	4-6	\$19.00	\$19.33	\$19.72	\$20.08
	7-9	\$19.55	\$19.88	\$20.27	\$20.63
	10-12	\$20.32	\$20.65	\$21.04	\$21.40
	13-15	\$21.82	\$22.15	\$22.54	\$22.90
	16+	\$22.64	\$22.97	\$23.36	\$23.72
e. <u>Food Service Workers/ Cafeteria Monitors</u>	1-3	\$10.11	\$10.44	\$10.83	\$11.19
	4-6	\$10.33	\$10.66	\$11.05	\$11.41
	7-9	\$10.55	\$10.88	\$11.27	\$11.63
	10-14	\$11.43	\$11.76	\$12.15	\$12.51
	15+	\$12.21	\$12.54	\$12.93	\$13.29

Section 2.0 Starting Salaries

Starting salary rates for each title covered by the bargaining unit shall be developed by the District. In no case shall such rates exceed the rate paid to any current employees in the particular title. Such rates shall be developed such that there are two rates for each title; one for employees hired with no credited experience and a second for those employees hired with credited experience. It is understood that the option to credit or not credit for experience shall reside solely with the District.

Section 3.0 Meals

3.1 Bus driver only on away trips:

If a driver is outside the District on an "away" trip for the entire length of time listed below (excluding regularly scheduled runs to Watertown), s(he) shall be entitled to meal reimbursement as per schedule below:

Breakfast	7 a.m. to 9 a.m.	\$ 5.00
Lunch	11 a.m. to 1 p.m.	\$ 7.00
Dinner	5 p.m. to 7 p.m.	\$10.00

**ARTICLE V
SALARY**

Section 1.0 Salary Improvements

Base salaries are computed using the hourly rates listed below for the various categories of employee. Each employee's 2013-2016 year's salary shall be computed using his or her 2012-2013 hourly rate listed below as the base year:

	<u>2012-13 Base Year</u>	<u>2013-14 Hrly Rate</u>	<u>2014-15 Hrly Rate</u>	<u>2015-16 Hrly Rate</u>
1. <u>Buildings and Grounds</u> Custodian	\$13.65	\$14.05	\$14.46	\$14.88
2. Cafeteria: Cook	\$12.86	\$13.23	\$13.61	\$14.00
3. School Nurse	\$21.01	\$21.62	\$22.25	\$22.90
4. Deaf Interpreter	\$20.39 \$21.15	\$20.98 \$21.76	\$21.59 \$22.39	\$22.22 \$23.04
5. Network Administrator	\$22.47	\$23.12	\$23.79	\$24.48
6. Auto Mechanic Helper	\$19.87	\$19.62	\$20.19	\$20.78

7. SALARY SCHEDULES: Each employees' 2013-2014 through 2015-2016 salary shall be computed using his/her years of service in that title for placement on the appropriate step of the salary schedule below.

	<u>Step</u>	<u>2012-13 Base Year</u>	<u>2013-14 Hrly Rate</u>	<u>2014-15 Hrly Rate</u>	<u>2015-16 Hrly Rate</u>
a. <u>Bldgs & Grounds</u> Bld Main Mechanic	1-8 9-19 20+	\$17.40 \$19.00 \$20.55	\$17.90 \$19.55 \$21.15	\$18.42 \$20.12 \$21.76	\$18.95 \$20.70 \$22.39
Sr. Custodian	1-10 11-19 20+	\$14.58 \$16.29 \$19.28	\$15.00 \$16.76 \$19.84	\$15.44 \$17.25 \$20.42	\$15.89 \$17.75 \$21.01
Cleaners	1 2-3 4-6 7-9 10-12 13+	\$11.03 \$11.54 \$12.07 \$12.60 \$13.12 \$13.65	\$11.35 \$11.87 \$12.42 \$12.97 \$13.50 \$14.05	\$11.68 \$12.21 \$12.78 \$13.35 \$13.89 \$14.46	\$12.02 \$12.56 \$13.15 \$13.74 \$14.29 \$14.88

	<u>Step</u>	<u>2012-13 Base Year</u>	<u>2013-14 Hrly Rate</u>	<u>2014-15 Hrly Rate</u>	<u>2015-16 Hrly Rate</u>
b. Teacher Aide	1-5	\$11.65	\$11.99	\$12.34	\$12.70
	6-10	\$11.82	\$12.16	\$12.51	\$12.87
	11-15	\$12.43	\$12.79	\$13.16	\$13.54
	16-19	\$13.48	\$13.87	\$14.27	\$14.68
	20+	\$13.86	\$14.26	\$14.67	\$15.10
c. Typist	1-3	\$14.64	\$15.06	\$15.50	\$15.95
	4-7	\$15.13	\$15.57	\$16.02	\$16.48
	8-10	\$15.46	\$15.91	\$16.37	\$16.84
	11-13	\$16.74	\$17.23	\$17.73	\$18.24
	14+	\$18.01	\$18.53	\$19.07	\$19.62
d. Bus Drivers	1-3	\$18.17	\$18.70	\$19.24	\$19.80
	4-6	\$19.00	\$19.55	\$20.12	\$20.70
	7-9	\$19.55	\$20.12	\$20.70	\$21.30
	10-12	\$20.32	\$20.91	\$21.52	\$22.14
	13-15	\$21.82	\$22.45	\$23.10	\$23.77
	16+	\$22.64	\$23.30	\$23.98	\$24.68
e. Food Service Workers/ Cafeteria Monitors	1-3	\$10.11	\$10.40	\$10.70	\$11.01
	4-6	\$10.33	\$10.63	\$10.94	\$11.26
	7-9	\$10.55	\$10.86	\$11.17	\$11.49
	10-14	\$11.43	\$11.76	\$12.10	\$12.45
	15+	\$12.21	\$12.56	\$12.92	\$13.29

Section 2.0 Starting Salaries

Starting salary rates for each title covered by the bargaining unit shall be developed by the District. In no case shall such rates exceed the rate paid to any current employees in the particular title. Such rates shall be developed such that there are two rates for each title; one for employees hired with no credited experience and a second for those employees hired with credited experience. It is understood that the option to credit or not credit for experience shall reside solely with the District.

Section 3.0 Meals

3.1 Bus driver only on away trips:

If a driver is outside the District on an "away" trip for the entire length of time listed below (excluding regularly scheduled runs to Watertown), s(he) shall be entitled to meal reimbursement as per schedule below:

Breakfast	7 a.m. to 9 a.m.	\$ 5.00
Lunch	11 a.m. to 1 p.m.	\$ 7.00
Dinner	5 p.m. to 7 p.m.	\$10.00

3.2 Requirements for Meal Reimbursement

- 3.2.1 In order to be reimbursed for meals, an employee must submit the following within ten (10) business days of purchase. Failure to comply with the procedure set forth here will result in the District's denial of reimbursement.
- 3.2.2 The employee must submit an itemized receipt clearly indicating the vendor name and the date of the transaction.
- 3.2.3 The receipt must be for the purchase of a meal. For purposes of this Section, a meal is defined as a portion of food that is served and eaten in one sitting in order to satisfy one's appetite.
- 3.2.4 Receipts for groceries will not be reimbursed. For purposes of this Section, groceries are defined as raw material of food, either before or after processing, meats, produce, dairy products, or meal supplies intended for consumption over a period of time.
- 3.2.5 Whenever possible, a receipt should be for one meal only.

Section 4.0 Uniforms

- 4.1 Uniforms will be provided for bus mechanics, cleaners, custodians, and building maintenance mechanics.
- 4.2 In enforcing the OSHA regulations pertaining to Personal Protective Equipment, the District will provide no more than \$200 every other year towards the purchase of steel toed shoes at a vendor chosen by the employee for all Bus Mechanics and Buildings and Grounds staff. Any one of these employees who does not wear steel toed shoes on the job may be sent home without pay. The District will provide all protective safety equipment as identified in the Job Hazard Assessments for each job.
- 4.3 Prescription safety glasses will be provided to Building Maintenance Mechanics. Such expenditures must be approved by the District prior to purchase.

Section 5.0 Bus Drivers

- 5.1 Special trips that exceed one hour will be computed to nearest 1/4 hour.

Actual Driving Time Hourly rate: \$17.57

Waiting Time - hourly rate: \$11.26

Overnight bus trips pay up to 12 hours per day. A driver who drives any away trip during the school day shall have the hours he would drive regular runs deducted from his total hours on the away trip. A regular run for these purposes would be computed at one hour.

5.2 Practice trips (taking students to or from school for such activities as athletic practices, band events, dances, detention, extra help, etc.)

Per Trip Practice Rate: \$20.15

5.3 Bus Drivers NYS Mandated Workshops shall be reimbursed at the rate of \$20 per session.

5.4 A Contract Run is defined as a run that occurs on a reoccurring basis for which the District receives transportation aid. Also included in this definition is the regular a.m. and p.m. transport of students to or from the BOCES where the students' attendance at BOCES is/was solely for educational purposes. Any bus runs not meeting the definition of a "Contract Run" shall be deemed an extra bus run.

5.4.1 Extra bus runs will be assigned according to a rotating list on the basis of seniority subject to the following conditions:

- Care will be given to assigning extra bus runs as equally as possible;
- When there are multiple extra runs available at the same time, the more senior driver may choose which extra run they would prefer to drive;
- In the event there are no drivers willing to volunteer for an extra bus run, the District shall have the right to assign that route to an available driver according to an inverse rotating list starting with the least senior driver first;
- Assignment of extra runs shall be made on a rotating basis. Once an extra run is assigned, the assignment of the next run shall begin with the next person on the rotational list;
- Declination of an extra bus run by a driver with greater seniority resulting in the assignment of a less senior bus driver to drive the run shall not result in the more senior driver being passed over for consideration regarding the next extra bus run;
- The District has the right to decline the assignment of extra work, including an extra-run, to any driver if that extra work would result in a driver working more than 40 hours in a regular work week.

5.5 All regular bus runs and extra runs are to be posted in the bus garage for all drivers to view as soon as they become available.

Section 6.0 Cafeteria Personnel

6.1 The District will pay for expenses of cafeteria workers to attend workshops when directed by the School Lunch Manager.

6.2 Banquets - For any banquet the District requires cafeteria personnel to work, employees will be guaranteed a minimum of 4 hours work at \$10.50 per hour. Additional hours beyond the 4 hours will be compensated accordingly. To insure equitable distribution of banquet work, the District will develop a rotating roster of the names of all cafeteria personnel and they will be expected to work that event when their turn comes on the roster.

6.3 The District will provide five (5) tops for each employee in the Cafeteria Department in their first year of employment and three (3) tops annually thereafter.

Section 7.0 Stipends

The stipends for the following positions shall be as follows for the duration of this Agreement:

Building Checks:	\$3,677
Pool Supervisor:	\$2,455
Night Supervisor:	\$1,957
Cleaner Supervisor:	\$3,337
CSE Stipend:	\$1,334

Section 7.1 Third Shift Stipend:

A 10% stipend shall be paid to cleaner(s) after the completion of the third shift calendar assignment.

Section 8.0 Inclement Weather

On days when school is closed or delayed due to inclement weather, clerical employees will not be docked pay for hours missed due to the closing or delay of school.

**ARTICLE VI
LEAVES**

Section 1.0 Sick Leave

- 1.1 Non-teaching (full time) personnel shall be entitled to fifteen (15) days sick leave per year. No more than 200 days can be carried over to the next year. After three consecutive working days of absence, the School District may require a doctor's certificate to establish proof of illness.
- 1.2 The School District shall notify each employee once a year the number of sick days accrued.

Section 2.0 Personal Leave

- 2.1 Three (3) days per year, non-cumulative, shall be granted as personal leave. This leave may be used to conduct business transactions not possible after school hours, funerals not covered under sick leave policy, and extraordinary circumstances. This leave is not intended for vacation or recreation purposes.
- 2.2 These days shall be granted automatically and no reason for absence other than the identification "personal leave" shall be required of the employee as long as the Superintendent is notified of the employee's intent to absent himself at least forty-eight (48) hours prior to the time of said absence. At his discretion the Superintendent may waive said forty-eight hour requirement.

- 2.3 Requests received with less than forty-eight (48) hours notification **shall** include a reason and may be granted at the discretion of the Superintendent.
- 2.4 Personal leave immediately before or after a holiday or vacation period shall be granted only for emergency situations and must include a reason.
- 2.5 Unused personal leave will be added to the employee's unused accumulated sick leave at the end of the school year.

Section 3.0 Sick Leave Bank

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned or prolonged serious illness. The Sick Leave Bank will be administered according to the guidelines below.

- 3.1 In addition to all employees in the bargaining unit, employees holding titles classified as confidential, supervisory, and teacher assistants are eligible for membership.
- 3.2 Application for membership must be made in writing by the 2nd payroll. Membership will be effective that school year. A new employee may apply for membership within 30 days after commencing work.
- 3.3 An initial contribution of three (3) days and an annual contribution of one (1) day per year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
- 3.4 When the total accumulation of days in the bank reaches 400 or more, no further annual contributions will be necessary to continue membership in the bank. When the bank falls below 400 days, annual contributions will begin again, the following school year.
- 3.5 Days contributed to the Sick Leave Bank are non-refundable.
- 3.6 Persons wishing to terminate membership in the Sick Leave Bank must notify the Sick Leave Bank Committee in writing. Termination of membership must be accomplished prior to July 1 of any given year. They will lose all rights to sick days contributed to the bank.
- 3.7 Before a member can draw on the Sick Leave Bank all of his/her personal sick leave must have been exhausted.
- 3.8 Waiting Period - After exhausting his/her personal sick leave, and their request has been accepted by the sick leave committee, the employee must wait: 5 work days before using sick bank days if his/her sick leave accumulation was 100% -75% of the max accumulation possible; 10 work days if his/her sick leave accumulation was 74% - 50% of max accumulation possible; 15 work days if his/her sick leave accumulation was 49% - 0 of maximum accumulation possible. Calculation is based on number of accumulated days available when illness commenced.
- 3.9 Benefits can be granted only for an unplanned or prolonged catastrophic illness. Ordinary, voluntary disabilities or elective surgery are excluded except in the case of extreme or prolonged complications.

- 3.10 Benefits received from the bank will not have to be repaid.
- 3.11 Maximum benefits for any one individual shall not exceed 60 days or 15% of the bank whichever is less. Benefits will be granted based on the number of days available in the bank during the school year.
- 3.12 Benefits will apply only to days on which the member could have normally worked.
- 3.13 Applications for benefits submitted to the Sick Leave Bank Committee must be accompanied by a detailed doctor's statement including such things as a complete diagnosis, expected duration, physical limitations, etc.
- 3.14 Benefits may be drawn from the bank by any one member only once in a given school year.
- 3.15 All applications for benefits will be reviewed by the Sick Leave Bank Committee and they shall make a recommendation to the Superintendent who will make the final determination of the number of days to be granted to the applicant.
- 3.16 The Superintendent may require a member requesting and/or receiving benefits, to submit to a physical examination by a doctor of the District's choice.
- 3.17 Retirees may not contribute their unused sick leave to the Bank.
- 3.18 The Sick Leave Bank Committee shall be composed of (2) Administrative members and (2) bargaining members. Each committee member shall serve for a period of (3) years. Only members of the bank will be eligible for membership on the Committee.
- 3.19 Payment will be at the per diem rate of the employee using sick bank days.

**ARTICLE VII
CONTRACT DATE AND HOURS**

Section 1.0 Clerical Employees

- 1.1 The clerical employees' work day may end at 3:30 p.m. on Fridays unless work or presence in the building requires remaining to 4:00 p.m. However, one clerical employee (on a rotating basis) in each office must remain until 4:00.

Section 2.0 CSEA Meeting Time

- 2.1 All CSEA members will be allowed time for meetings called by the CSEA President provided the time is made up on the same date as the meeting and that no other activity is taking place that so requires the employees' presence.

**ARTICLE VIII
PAID HOLIDAYS**

The following days are paid holidays for 12 month employees only.

- | | |
|---|-----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. Presidents Day | 10. Thanksgiving Day |
| 4. Good Friday*
<i>(*provided that school is not in session)</i> | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. ½ Day before Christmas |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. ½ Day before New Year's |

Employees will be paid time and one-half if services are required on these days.

**ARTICLE IX
VACATIONS**

Section 1.0 Vacation Benefits

1.1 12 month CSEA employees:

Year one: A new employee will be allowed one day of vacation after the completion of each full calendar month of employment. This can accumulate to a maximum of 10 days in the school year (July-June) in which the employee is hired. If a new employee starts employment on a date other than the first of a month, that month will not count in the calculation of allowed vacation days.

Year two: The second school year the employee will earn one day of vacation after the completion of each full calendar month of employment. This can accumulate to a maximum of 10 days in the second school year of employment (July-June).

	DAYS
Years 3 through 5	10
Year 6	11
Year 7	12
Year 8	13
Year 9 and 10	14
Year 11	15
Year 12 and 13	16
Year 14 and 15	17
Year 16 and 17	18
Year 18 and 19	19
Year 20 – 25+	20

1.2 Twelve month clerical employees hired prior to July 1, 1992 shall be granted a minimum of 18 vacation days while retaining such position.

1.3 Summer work hours for clerical employees shall be one hour less than hours worked while school is in session.

1.4 Clerical 12 month employees shall take vacations during normal school vacation times when school is not in session. Whenever possible, the dates of vacation shall be mutually agreed upon. The final decision, however, rests with the Administration.

**ARTICLE X
EMPLOYEE CLASSIFICATION**

At the beginning of each contract year all employees will be entitled to the following paid leave days: Fifteen (15) Sick and three (3) Personal. A day is defined as each individual employee's work day.

**ARTICLE XI
SENIORITY**

Section 1.0 Vacancies and Promotions

When a vacancy occurs, the following procedure shall prevail:

- 1.1 Each employee within their general job classification; i.e., maintenance, cafeteria, bus driver, and clerical shall be notified of openings within their category by a general posting at each department.

No administrative action will be taken to fill the position on a permanent basis within five days of the official notification of such vacancy.

- 1.2 Consideration will be given the most senior employee within the Civil Service classification, provided s(he) meets the qualifications as determined by the Chief School Officer. Interviews will be given upon an employee's request.
- 1.3 The President of the CSEA unit will be notified in writing of all job vacancies and promotions within the bargaining unit.

Section 2.0 Layoffs/Recall

- 2.1 This Section shall only apply to non-competitive and labor class employees within the bargaining unit. Employees in the "Competitive Class" for Civil Service shall have their layoff/recall rights as defined by Civil Service Law.
- 2.2 In the event of a layoff of full-time unit members, the layoff shall be accomplished by laying off the least senior unit member within a given title first. For this purpose, seniority shall be defined as length of continuous employment with the Thousand Islands School District in the title affected.
- 2.3 Recall shall be in the inverse order of layoff. Laid off bargaining unit members shall remain on a recall list for the title from which he or she was laid off for a period of two (2) years following the layoff. A bargaining unit member shall be removed from the recall list if he or she refuses to accept a position offered by the District from the title in which the unit member was laid off.
- 2.4 A list of proposed layoffs/recalls shall be provided to the Union President at least ten (10) days prior to implementation. If the Union President wishes to discuss the implementation of a recall and/or layoff, he/she may make a request to do so within seven (7) days, at which time a District Representative will meet with the Union President prior to implementation.

**ARTICLE XII
WORK WEEK**

Section 1.0 Aides, Bus Drivers, Cafeteria and Clerical Employees

- 1.1 The normal week for aides, bus drivers, cafeteria and clerical employees will be five consecutive days, Monday through Friday.
- 1.2 Work year _ All 10 month employees shall end their work year as specified by the Board of Education's approved Thousand Islands School Instructional Calendar. All 10 month employees will work through Rating Day.

Section 2.0 Mechanics, Custodians

- 2.1 The work week for custodians and mechanics shall be 40 hours per week. Saturday hours, when assigned by management outside the employee's normal regular 40 hour week, shall be paid at time and one-half. Management reserves the right to assign a work week of other than Monday through Friday.

Compensatory time may be given in lieu of overtime payment if allowed by law and as determined by the Superintendent.

- 2.2 Call back time shall be a guaranteed minimum of 2 hours.

**ARTICLE XIII
MILEAGE**

Section 1.0 Use of Automobile for School Business

- 1.1 All employees required to use their own automobile for school business will be reimbursed at the current IRS rate.
- 1.2 Employees who use their personal automobile on approved school business, will be paid mileage for the trip between school buildings only.

**ARTICLE XIV
OVERTIME**

Section 1.0 Assignment of Overtime

- 1.1 Overtime will be assigned according to a rotating list on the basis of seniority. Care will be given to assigning overtime as equally as possible.

**ARTICLE XV
GRIEVANCE PROCEDURE**

Section 1.0 Purpose

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the

procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2.0 Definition

- 2.1 A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 2.2 An "employee" is any person in the unit covered by this agreement.
- 2.3 An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted by the Association.
- 2.4 Days shall mean calendar days.

Section 3.0 Submission of Grievances

- 3.1 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
- 3.2 Each grievance shall be submitted in writing on a form approved by the District and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 3.3 A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

Section 4.0 Grievance Procedure

4.1 Immediate Supervisor

The immediate supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Superintendent of Schools.

4.2 Superintendent

The Superintendent shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.

Section 5.0 Advisory Arbitration

- 5.1 In the event the Association is not satisfied with the response of the Superintendent, it may, within fifteen (15) days after receiving that statement, refer the grievance to advisory arbitration by requesting that the American Arbitration Association or Federal Mediation and Conciliation Service provide lists of arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.
- 5.2 Upon receipt of the list of arbitrators, a designee of the Superintendent and the Association shall submit names acceptable from the list until one is ultimately mutually designated as the arbitrator.
- 5.3 The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which are binding on the parties, or require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement, in his/her advisory opinion.
- 5.4 The cost for the services of the arbitrator or agency will be borne equally by the District and the Association.
- 5.5 The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available. The same grievance may not be resubmitted to arbitration due to an advisory opinion against the Association.

Appeal to Board of Education

The Superintendent or the Association may appeal the advisory arbitration award to the Board of Education within 15 days of receipt. The Board, in executive session, may confirm the arbitrator's advice, or reject it.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

Section 1.0

This agreement shall constitute the full and complete commitments between both parties and 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. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board within five (5) school days after receipt of said notice.

Section 2.0

If any provision of this agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

Section 3.0

In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of the agreement shall continue in effect.

Section 4.0

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.

Section 5.0 Special Provision Tool Replacement

5.1 The District will insure all mechanic-owned tools used on school premises. The mechanic will provide an annual inventory to the District.

Section 6.0

After ratification of the contract by both parties, the School District will notify the employees of their salary rate and seniority standing.

Section 7.0 Payroll Direct Deposit

All employees will have their entire net paychecks electronically deposited into a bank account of their choosing. Employees must inform the District of the bank account number into which their net payroll earnings will be electronically deposited.

Section 8.0 Non-Resident Tuition

Members who reside outside of the Thousand Islands Central School District may have their children educated in the District by paying the annual non-resident tuition as established in the TIEA contract. Transportation is the responsibility of the parent.

ARTICLE XVII LABOR MANAGEMENT MEETINGS

Section 1.0 Rationale

It is deemed desirable to create a forum where management and labor can openly and informally discuss problems, and hopefully develop resolution of mutual concerns that fall typically outside of contractual agreements.

The goal of better understanding between parties, if achieved, should profit labor and management, and the entire educational program offered by Thousand Islands Central School.

Section 2.0 Meeting Dates

Labor management meetings shall be held when deemed necessary by both parties.


ARTICLE XVIII
AGREEMENT BETWEEN PUBLIC EMPLOYERS
AND EMPLOYEE ORGANIZATIONS
(Section 204 - a, Civil Service Law)

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

This Agreement shall be effective as of July 1, 2013, and shall continue in full force and effect through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of _____, 2013.

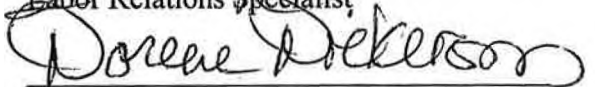
For the CSEA, Local 1000
Thousand Islands CSD Employees Unit:



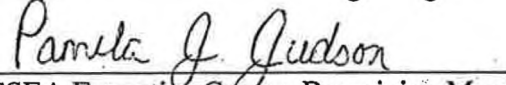
Unit President



Labor Relations Specialist



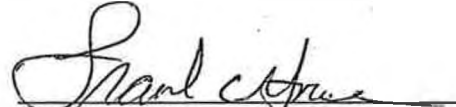
CSEA Executive Comm. Bargaining Member



CSEA Executive Comm. Bargaining Member

CSEA Executive Comm. Bargaining Member

For the Thousand Islands C.S.D.:



Superintendent of Schools

**APPENDIX A
GRIEVANCE FORM**

Date for Filing _____

Stage
1) Immediate Supervisor
2) Superintendent

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 WILL NOT BE REPRESENTED BY THE ASSOCIATION

Date Submitted

Signed by Grievant

Date Received

Position

