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Title: **Deposit Central School District and Deposit Central School District Non-Teaching Unit #6164, CSEA, Local 1000, AFSCME, AFL-CIO, Broome County Educational Local 866 (2004)**

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Union: **Deposit Central School District Non-Teaching Unit #6164, CSEA, AFSCME, AFL-CIO**

Local: **1000, Broome County Educational Local 866**

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4880

AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**DEPOSIT CENTRAL
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Deposit CSD Non-Teaching Unit #6164
Broome County Educational Local 866

July 1, 2004 - June 30, 2007

62



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ARTICLE 1
Intent and Purpose

The agreement constitutes the entire agreement between the Deposit Central School Board of Education and the Deposit Non-Teaching Personnel, and is for the expressed purpose of setting forth provisions regarding rates of pay and conditions of employment to be observed by both parties. (Not intended to preclude management/labor consent agreement on related subjects).

ARTICLE 2
Recognition

- A. The Deposit Central School Board of Education recognizes the Deposit Non-Teaching Unit, #6164 CSEA as the sole and exclusive representative of the bargaining unit for the purpose of negotiating wages and other terms and conditions of employment, and administration of grievances. The unit is understood to encompass the following positions:

Bus Drivers, Bus Mechanic, Bus Driver Mechanic, Driver Mechanic, Mechanic's Helper, Custodians, Head Custodian, Cleaners, Cooks, Food Service Helpers, Typist (Telephone Receptionists), Typist (Guidance Secretary), Typist (Principal's Secretaries), Monitors, Director of AV, Teaching Assistant, Teaching Aides

- B. Exemptions to the above list:

Temporary employees hired by the District for less than three months.

Employees hired in accordance with government programs which specify compensation reimbursement to the District, per employee, such as CETA, Title fund programs, etc.

Employees working less than ten hours per week.

Business Office Personnel.

Substitutes.

Secretary to the Superintendent.

ARTICLE 3

Definitions

- A. The Deposit Central School shall hereinafter be referred to as the "District".
- B. The Board of Education of the Deposit Central School shall hereinafter be referred to as the "Board".
- C. The Deposit Non-Teaching Personnel shall hereinafter be referred to as "CSEA".

ARTICLE 4

Rights Of The District

The employer retains exclusive rights and power of operation, management, direction, and Administration of the Deposit Central School; including but not limited to hiring, assigning, promoting, transferring, suspending, disciplining, discharging, determining services to be rendered, determining the manner of achieving school public policy, determining services to be provided by outside organizations, directing the work force, evaluating the staff, determining the size and character of the work force; provided that such power vested in the school district shall not be used in violation of the language of this agreement. With respect to all items outside the language of this agreement, such items shall be within the exclusive province of the employer's direction and control, and are not subject to negotiations until the regular commencement of bargaining for a successor contract.

ARTICLE 5

Limitation of Benefits

- A. Any bargaining unit members regularly scheduled for less than twenty (20) hours per week will not receive any of the benefits provided by the contract except for applicable holidays (under specified terms of Article 14), sick leave, funeral leave, and management optional unpaid leave days.
- B. For those unit members below twenty (20) hours per week and who are not eligible under their spouse's health plan, the employee shall be eligible to enroll in the District plan at the employee's expense.

ARTICLE 6

Specific Conditions Pertaining To Leaves Of Any Unit Member

- A. Authorized absences are those in which an individual has been approved leave, by management. Management is obligated to approve certain leaves, and others are optional. Certain approved leaves are designated with pay and certain are designated without pay.

- B. Unauthorized absences are those in which an individual has not been approved leave by management. Unauthorized absences are disciplinary infractions, penalties for which may include monetary fines. Forfeiture of pay shall not exceed twice the number of unauthorized days.

For 12 month salary employees, a day's rate is considered 1/240.

For 10 month salary employees, a day's rate is considered 1/200.

For hourly employees, a day's rate is considered their normally scheduled work day.

- C. Extended periods of absences without authorization (five working days) may be considered a resignation (constructive resignation).
- D. Any unit member using no sick day in a fiscal year, shall be entitled to one additional non-accumulating vacation day during the subsequent fiscal year only (Regardless whether the unit member formerly was entitled to any vacation days).

Bargaining unit members who do not use any sick leave or personal leave days during a school year (July 1 – June 30) shall receive an award in the amount of one hundred dollars (\$100.00).

- E. Unpaid leave, of up to six (6) or more consecutive days may be granted by the Superintendent for a unit member (on a case-by-case basis, without precedent), provided there is no extra cost to the District, and provided the attached conditions are met:
 - 1. No more than one person per department out during the same time period. However, an Administrator or Supervisor may permit more than one (1) employee to be on leave if, the Administrator or Supervisor in his/her discretion, determines that the needs of the District would not be jeopardized.
 - 2. Consent will not be granted to the same person more than once in a contract year (and no less than three months between approvals).
 - 3. No leave will be in conjunction with a vacation.
 - 4. Leave will not be approved if it could produce lack of coverage due to the administration's inability to find an appropriate replacement.
 - 5. Request for unpaid leave are to be submitted as far in advance as possible to increase opportunities to obtain appropriate replacements and, in no event, shall the request be submitted less than ten (10) days prior to the actual leave.

ARTICLE 7
Absentee Control Policy

- A. The Bureau of Labor defines absenteeism as the failure of employees to report on the job when they are scheduled. Absences are costly to employer and employees, and to overall morale. Unnecessary absenteeism must be avoided if it is at all possible. This includes both paid and unpaid absences.
- B. The provisions of the collective bargaining agreement relating to absences are predicated on the assumption of employee sincerity, propriety of purpose, and limited usage; excluding routine or suspected abuse.
- C. If the employee's absences violate this intent, the employee will be informed in writing that his or her name is being placed on the Absentee Control List and the reason therefore. Such letter shall be placed in the employee's file and a copy forwarded to the employee.
 - 1. Grounds will include:
 - a. Excessive overall absentee record; and/or
 - b. Absences which form a specific pattern; and/or
 - c. A particular absence, which the immediate supervisor or employer has reason to suspect the propriety of; and/or
 - d. Recurring tardiness
 - 2. Requirements while on the Absentee Control List:
 - a. The Administration reserves the right to verify alleged absences by District physician, or requested Doctor's verification. The five day requirement of Article 8 B is inapplicable for persons on the control list.
 - b. Members on the list, who request absence for purposes of personal business, must do so with three (3) days advance notice. For extreme emergencies contact the Superintendent.
 - c. Within thirty (30) days of being placed upon the list, the predicating circumstances shall be reviewed by the Administration to determine whether list placement shall continue.
 - d. If the Administration continues an employee on the list, such employee's attendance record shall be re-evaluated at three months from initial list placement, for removal from the list, continuation on the list, issuing a warning, or further action.

- e. Cases of continuing, patterned, or unnecessary absenteeism shall be subject to progressive disciplinary action at the recommendation of the Administration, or a committee so designated by the Board.

ARTICLE 8

Sick Leave

- A. Employees in the bargaining unit will earn sick leave as follows:
 - 1. Bus Mechanic, Custodial and Clerical - twelve (12) days per year, cumulative to 200 days.
 - 2. Bus Drivers, Cafeteria, Director of AV, School Aides, Teaching Assistant, and Monitors - ten (10) days per year, cumulative to 175 days.
- B. The Administration has the right to receive a doctor's certificate from the employee after five consecutive days of the employee's absence.
- C. Employee Contributory Bank
 - 1. Employees in the bargaining unit who wish to belong to the Sick Leave Bank will contribute sick leave days in September of each year, to the Sick Leave Bank in accordance with the rules and regulations of the Sick Leave Bank Committee. Employees in the bargaining unit who do not wish to belong to the Sick Leave Bank cannot use the Sick Leave Bank.
 - 2. The Sick Leave Bank Committee will consist of the president of the Deposit School Unit CSEA, and two members of CSEA appointed by the President of the Deposit School Unit CSEA.
 - 3. The Sick Leave Bank Committee will prepare rules and regulations for the Sick Leave Bank and a copy of said rules and regulations will be given to the Superintendent of Deposit Central School.
 - 4. For bookkeeping purposes, sick leave days in the bank will be accounted for, by the hour; both donated and taken out in units equal to the length of an employee's regularly assigned work day.
 - 5. Unused Sick Leave Bank days are not removable.
 - 6. In order to be eligible to participate in the Sick Leave Bank, the unit member must have been employed for two (2) years by the Deposit Central School District. The maximum sick leave bank days that an individual unit member may use is ninety (90) days in a school year. The District shall be provided with an opportunity to review and comment upon the rules/procedures/governance of the Sick Leave Bank, but the District shall not possess any voting authority.

D. Purpose of Sick Leave Defined

1. Sick leave is for use when the employee is personally ill or disabled from working on that specific day.
2. The only exception to this shall be that employees may use up to a total of five (5) of their annual sick days per year, for illness of children or spouse/housemate, living in the employee's immediate household and/or for pre-planned medical appointments. In order to differentiate these five days from regular sick days, both the prior request, and the subsequent leave day form, must state this purpose in specific. The use of any of these five (5) days for planned medical appointments requires 48 hours notice to the employee's immediate supervisor.
3. Verification of the sick leave use may be required by the Administration.
4. Employees are encouraged to use half or full day units for sick leave, but the use or less than one half day shall be charged as a half day, so that the minimal amount recorded for any leave shall be one-half day.

ARTICLE 9
Paid Leave

- A. Paid leave covers excused absences of employees who work a regularly scheduled period of twenty (20) hours per week or more. Such leave shall be limited to four (4) days per year and cannot cover work for which payment is received, nor be used the day before or after a holiday/vacation period.
- B. The following purposes shall be the legitimate uses for paid leave:
 1. Death of family relations from this group - spouse, children, parents, stepparents or stepchildren, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunts, uncles, nieces, nephews, grandchildren, son-in-law, laughter-in-law, or a person who regularly resides in the employee's home and occupies a close personal relationship to the employee.
 2. Funeral
 3. Wedding of close relative
 4. College graduation of family relations
 5. Bank business (mortgages or loan)
 6. Court attendance, where personally involved
 7. Employee moving

8. Medical, dental or optical appointments.
- C. Absences beyond the prior stated purposes or beyond the prior stated number shall be subject to approval of the Superintendent on a per person, case by case basis. If absences beyond the four (4) are approved, they are withdrawn from an individual's sick leave.
- D. On two (2) requests for personal leave, the specific purpose # (from §B above) shall be included on the District application form, prior to the administrative approval. Two (2) personal days per year may be taken without stating a reason, still subject to propriety of purpose.
- E. At the end of the year, any unused personal days will be added to the individual's accrued sick leave, but cannot exceed the contractual maximums.

ARTICLE 10

Funeral Leave

Three (3) days leave per funeral will be granted for attendance for members of the employee's immediate family. Immediate family is construed as husband, wife, son or daughter, father or father-in-law, mother or mother-in-law, grandmother or grandfather, brother or sister, brother-in-law or sister-in-law, aunts or uncles. Other relatives or friends are not included. If more than the allocated three (3) days per funeral are needed at one time, the employee will be allowed to use his paid leave days, if any.

ARTICLE 11

Jury Duty

Jury duty (for unit members over 20 hours/week) - an employee serving on jury duty shall be excused for the duration of such duty, and shall receive full pay while performing jury duty. Any and all payments, less mileage and expense payments, received by said employee for jury duty shall be endorsed to the favor of Deposit Central School, within three days of receipt.

ARTICLE 12

Child Rearing

Child rearing leave (for unit members over 20 hours/week) - employees will be allowed an unpaid leave for maternity or child rearing. The duration shall be subject to Board approval. Notification from the employee, sixty (60) days before the leave ends (of intent to return or not return) will be required in order to retain rights to the position.

ARTICLE 13
Vacations

A. For all twelve (12) month employees:

After 1 year 10 days
After 3 years 11 days
After 5 years 12 days
After 6 years 13 days
After 8 years 14 days
After 10 years 15 days
After 12 years 16 days
After 14 years 17 days
After 16 years 18 days
After 18 years 19 days
After 20 years 20 days

B. Years are calculated as follows:

1. The first qualifying year for a unit member shall be based on the member's anniversary date.
2. The initial vacation benefit for a unit member shall therefore be prorated between the member's first anniversary and the following July.
3. Thereafter all members are standardized on July 1 cycles.

C. Scheduling conditions:

1. Prior approval of the Administration must be obtained by employees in arranging the particular calendar scheduling of their vacations. In cases where a Supervisor or Administrator determines against an employee's vacation during the regular school year, this decision may be appealed to the Superintendent, for a final determination to conclude the matter. The Superintendent's decision shall not be reviewed.
2. A minimum of two weeks prior written notice to the Administration, is *required* for vacation scheduling.
3. Where two employees who would be entitled to use the same time for vacation make requests which pose a conflict and each request would be otherwise approved, then such conflicts are to be resolved as follows:
 - a. During odd fiscal years, resolved in favor of the employee whose request was submitted in writing, earliest in the year.
 - b. During the even fiscal years, resolved in favor of the employee with greater seniority.

- c. Fiscal years are defined as even or odd based on their beginning half (example 1990-91 is an even fiscal year, because 90 is even).

The Administrator or Supervisor may permit two employees to take the same vacation time if, the Administrator or Supervisor in his/her discretion, determines that the needs of the District would not be jeopardized.

ARTICLE 14

Holidays

- A. Vacation and holiday periods for students of the District shall be determined annually by the School Calendar. All offices and departments shall be closed on the holidays below - except as the Superintendent, with five (5) calendar days notice to CSEA or staff may determine such closing to be contrary to the best interest of the District.
- B. The District authorizes the following as paid holidays for twelve (12) month employees only. If the School Calendar permits, holidays which fall on a Saturday will be observed the preceding Friday. For holidays which fall on a Sunday, the following Monday will be observed as the holiday.

Labor Day	Day before Christmas	Good Friday
Columbus Day	Christmas Day	Memorial Day
Veterans' Day	New Year's Day	Independence Day
Thanksgiving Day	Martin Luther King Day	
Friday after Thanksgiving	Lincoln or Washington's Birthday	
	Depending on school calendar	

ARTICLE 15

Insurance

- A. Health - The District shall provide for all employees covered by this agreement, who work a regularly scheduled period of twenty (20) hours per week or more, the Blue Cross Blue Shield PPO Plan "H". All unit members receiving health insurance will make the following contributions to the health insurance premium, to be deducted in equal amounts from the employee's paychecks:

Individual Plan	-	\$50.00 annually
Family Plan	-	\$125.00 annually

Any plan change will apply to all employees and retirees, current and future.

- B. Dental - The District shall provide for all individual employees covered by this agreement, who work regularly scheduled period of twenty (20) hours per week or more, the EBS Benefit Solutions Deposit Central School Dental Plan as follows:

100% Individual Plan 90% Dependent Plan

- C. The Deposit Non-Teaching Unit CSEA agrees that it will actively discourage its unit members from enrolling in the health insurance plan provided by the District, where such enrollments results in duplicate insurance coverage.
- D. The District shall have the right to contract for an alternative health and/or dental plan and/or insurance carrier, provided any new plan has substantial equivalence to the former plan. Prior to any such change, the District will have engaged the issue in bargaining, with the Association. The union will not unreasonably hamper the process, by refusing to reopen insurances.
- E. The District will allow unit members to participate in an IRS §125 plan with the costs of administration to be borne by the District.
- F. Medical Expenses Fund – A medical expense fund will be established. The District will provide each bargaining unit employee not eligible for health insurance coverage for which the District pays, a fund of \$250 each year. The employee will be reimbursed for medical, dental, or vision expenses or for payments toward the purchase of a plan covering such expenses, upon presentation of receipts to the District, up to the funded amount of \$250 per year.

ARTICLE 16

Retirement

- A. The District agrees to provide all full-time professional staff with the 1/60 Retirement Plan under the New York State Employees Retirement System.
- B. The District further agrees to provide to all full-time professional staff option 41J of the New York State Employees Retirement Plan.
- C. Each new employee will be provided with all available information pertaining to the Retirement System under which they are covered
- D. Retirement will be defined as eligibility to retire from the New York State Employees' Retirement System. If the employee is not a member of the Retirement System, then retirement shall be defined as if he/she would be eligible to retire under the system had he/she been a member from the beginning of employment.
- E. All employees are expected to give sixty (60) days notice of expected retirement.

ARTICLE 17

Salary Terms

A. Longevity Stipends

Upon their return to work on September 1, employees who have completed the required years of service and are in a unit position and regularly working twenty (20) or more hours per week are eligible for longevity stipends according to the following by-laws:

1. Amounts

After completing 5 years of service by September - \$100 lump sum

After completing 10 years of service by September - \$150 lump sum

After completing 15 years of service by September - \$250 lump sum

After completing 20 years of service by September - \$350 lump sum

2. The required years of service is considered to be accomplished, if it has occurred by September 1 of any given year.
3. The stipend shall be ongoing, through not compounding. Each year after the five, ten, fifteen, or twenty years of required service, the eligible employee receives a stipend - but not in addition to the prior year's stipend.
4. A stipend becomes due in the pay period following September 1 of the year in which the stipend service is accomplished by that September 1st date.
5. Longevity payments shall be handled as nearly as possible the same for hourly members as for salaried.

B. Night Differential

Personnel working the night shift will be paid a 2% salary differential for the dates actually worked nights. Night shift shall mean at least 50% of a shift falling after 6:00 p.m.

C. Salary

1. Wage Adjustments – Returning bargaining unit members will receive an increase in their hourly rate of pay or salary as follows:

Effective July 1, 2004 returning bargaining unit members will receive an increase in their hourly rate of pay or salary of 3.80%.

Effective July 1, 2005 returning bargaining unit members will receive an increase in their hourly rate of pay or salary of 3.80%.

Effective July 1, 2006 returning bargaining unit members will receive an increase in their hourly rate of pay or salary of 3.80%.

Effective July 1, 2004, the custodian performing skilled maintenance work will receive a \$5,500.00 annual stipend on top of his base salary and the foregoing increases. Specific terms and conditions will be set forth in a separate agreement.

Teaching assistants' salaries will be increased by \$3,500.00 on July 1, 2004. For 2005-2006 and 2006-2007 increase teaching assistants' salaries per collective bargaining agreement (3.8% each year).

Increase starting salaries by 3.0% in each year of the agreement.

D. Financial Incentive For Contributors

1. Members of the bargaining unit shall be eligible to receive a stipend award of up to \$500 for having objectively made an outstanding positive contribution to the Deposit School program. (Payable for the year of the award only).
2. The Superintendent may authorize up to a total of \$1,000 in stipends, for a given school year.
3. The Superintendent will indicate results of awards in January, covering positive contributions during the immediately preceding September - June school year.
4. The Superintendent shall include in consideration, objective factors of effort, time achievement, dedication, innovation in determining outstanding contributions. (This is not intended to be based primarily on subjective competency evaluations).

E. Limitation on unit members holding driving, plus other positions

1. The District reserves the authority to discontinue over 40-hours, bus driving positions for any bargaining unit members who also holds other jobs with the school district.
2. The District is under no obligation to create or offer new adjunct bus driving positions for employees who hold other school jobs.

F. General terms for the various classifications

1. Bus Mechanic

a. Forty (40) hour week - 52 weeks - 2080 annual hours.

b. Minimum full-time entry level salary:

04-05	\$14,278.00
05-06	\$14,706.00
06-07	\$15,147.00

- c. In an emergency there can be overtime allowed upon audit and approval by the Superintendent or designee.

2. Bus Driver-Mechanic

- a. Forty (40) hour week - 52 weeks - 2080 annual hours.
- b. Minimum full-time entry salary:

04-05	\$17,812.00
05-06	\$18,346.00
06-07	\$18,896.00

3. Drivers

- a. Compensated by the hour.
- b. Minimum entry level hourly rate:

04-05	\$11.02
05-06	\$11.35
06-07	\$11.69
- c. Bus drivers will take extra athletic and similar runs on a rotating basis, as is done presently, according to seniority. If the list of regular bus drivers is gone through and no one accepts the assignment, the run will be assigned according to inverse seniority.
- d. Regular bus drivers will be given priority over substitute drivers for available runs during the day.
- e. Extra Trip Procedures

- 1. All regularly assigned Drivers, Custodians/Drivers, Monitors/Drivers or other dual titled driving positions, shall be placed on a seniority roster in accordance with their date of hire with the District.
- 2. Once established, this seniority roster shall be the permanent order for the year and should only change as the result of separation or addition of Drivers, Custodians/Drivers or Monitors/Drivers or dual titled driving positions.
- 3. In the event a trip becomes available, employees on the seniority list will be canvassed by strict continuous rotation by seniority and shall be given the right of voluntary offer and refusal before a mandatory assignment is made. No trip shall be assigned out of seniority order. For example: if drivers #1, #2, #3 do not want the run, and driver #4 takes the run, the very next run should be offered to driver #5, then #6, etc. Once a trip is accepted, the driver is obligated to take the trip

unless he/she is ill or relieved from the trip by the Transportation Supervisor. Trips may not be switched or exchanged once accepted.

4. Custodians/Drivers, Monitors/Drivers and any other dual titled employee will be permitted to accept trips from the trip list only when the trip will not interfere with their regular, non-driving duties. In the event that the trip would conflict with the dual titled employee's regular non-driving duties, that employee will be passed over and the trip will be offered to the next available employee on the seniority list.
 5. If a trip is cancelled, the employee shall be offered the next available trip not already accepted by another employee. The seniority rotation will not be affected (if driver #1 has a trip cancelled and is given a trip which could have went to driver #5, the next available trip will be offered to driver #5, not driver #2). In the event of an emergency, the District may go out of rotation.
 6. Nothing in this agreement shall be construed as a limitation on any right possessed by either party as set forth in the collective bargaining agreement. In particular, this agreement shall not be construed as diminishing the District's rights under Article 17, Paragraph "E", "Limitation on unit members holding driving, plus other positions".
- f. The Supervisor of Transportation shall establish a time schedule for each trip, both morning and afternoon, based upon past average times; and noticeable deviations from these average times must be explained to his satisfaction.
 - g. Regarding overnight stays, driving wages shall be received for driving time only.
 - h. All drivers called for regular trips, practice trips, athletic runs or field trips will be paid a minimum of one (1) hour's service at their established hourly rate.
 - i. Up to \$5.00 is reimbursable for meals with submission of receipts, for extra trips only.
 - j. Substitute trips, practice trips, noon kindergarten trips will be paid at the established hourly rate for that driver.
 - k. Custodial and garage personnel who also drive bus will be reimbursed for bus driving at his or her regular hourly rate, as determined by contract. Custodian bus drivers will retain their seniority only for regular runs.
 - l. In subcontracting, only qualified bus drivers and social workers/case workers will drive students in school buses, except for unforeseen emergencies.

4. Cooks

a. Five and one-half (5.5) hour day - 185 days - 1017.5 annual hours.

b. Minimum full-time entry hourly rate:

04-05	\$7.38
05-06	\$7.60
06-07	\$7.83

c. Up to \$65.00 per year is reimbursable to cafeteria employees for uniforms, with submission of receipts. Uniforms shall be as designated by the cafeteria manager, and subsequently maintained and replaced by the employee. Cafeteria employees will be allowed to wear white pants suits. The District will provide hairnets.

5. Food Service Helper

a. Compensated by the hour.

b. Minimum entry level hourly rate:

04-05	\$6.29
05-06	\$6.48
06-07	\$6.67

c. Up to \$65.00 per year is reimbursable to cafeteria employees for uniforms, with submission of receipts. Uniforms shall be as designated by the cafeteria manager, and subsequently maintained and replaced by the employee. Cafeteria employees will be allowed to wear white pants suits. The District will provide hairnets.

6. Custodians and Cleaners

a. Forty (40) hour week - 52 weeks - 2080 hours.

b. In an emergency, there can be overtime allowed upon audit and approval by the Superintendent or designee. Legal holidays will be considered as hours worked when calculating forty (40) hours for overtime purposes.

c. The minimum full-time entry level for Head Custodian is no less than:

04-05	\$16,741.00
05-06	\$17,243.00
06-07	\$17,760.00

d. The minimum full-time entry level salary for Custodian:

04-05	\$14,778.00
05-06	\$15,221.00
06-07	\$15,678.00

e. Cleaners - Forty (40) hour work week – 52 weeks – 2080 hours

f. In an emergency, there can be overtime allowed upon audit and approval by the Superintendent or designee. Legal holidays will be considered as hours worked when calculating forty (40) hours for overtime purposes.

g. The minimum hourly rate for Cleaner:

04-05	\$6.33
05-06	\$6.52
06-07	\$6.72

7. Clerical/Secretaries

a. 37 1/2 hour week - 52 weeks - 1950 annual hours.

b. Hours of Work: Daily 8:00 am to 4:30 pm with one (1) hour for lunch. During working time when school is not in session for teaching faculty, working hours will be 8:00 am to 3:00 pm with one-half hour for lunch. Hours to be arranged.

c. When weather conditions force school closing, administrative offices and clerical staff will begin work at 10:00 am.

d. Six (6) months probationary period, during which time a Civil Service examination shall be taken. If passed, six (6) months probationary from the time of Civil Service notification; then permanent appointment.

e. Clerical employees shall maintain acceptable typing and dictation speed and accuracy.

f. Minimum full-time entry level for Typists:

04-05	\$13,856.00
05-06	\$14,271.00
06-07	\$14,699.00

8. Audio-Visual Director

a. Six and three-quarter (6.75) hour day - 180 days - 1215 annual hours.

- b. Minimum full-time entry level salary:

04-05	\$12,073.00
05-06	\$12,435.00
06-07	\$12,808.00

9. Teaching Assistant

- a. Six and three-quarter (6.75) hour day - 180 days - 1215 annual hours.
- b. Minimum full-time entry level salary:

04-05	\$7,471.00
05-06	\$7,695.00
06-07	\$7,926.00

10. Aide/Monitor

- a. Compensated by the hour.
- b. Minimum full-time entry level hourly rate:
- | | |
|-------|--------|
| 04-05 | \$6.23 |
| 05-06 | \$6.42 |
| 06-07 | \$6.61 |
- c. All aides shall receive a statement indicating work assignment and hourly rate of pay before the beginning of the school year. Each aide will be given a list of duties and responsibilities for his/her particular assignment at the beginning of each school year, and after each reassignment.
- d. All aides will sign time sheets when leaving and returning from lunch. Working time for school aides for the years covered by this agreement will be adjusted so that working time will not be shortened by lunch period.
- e. Aides and monitors who are requested to serve as substitute teachers will be paid the uncertified substitute teacher daily rate, or their regular hourly wage, whichever is higher, as follows: For substitute service in excess of two (2) hours but less than four (4) hours, the aide/monitor will receive one-half (1/2) of the uncertified substitute teacher daily rate. For substitute services of four (4) hours or more, the aide/monitor will receive the uncertified substitute teacher daily rate.
- f. The District and the CSEA agree to extend the "Distance Learning - Memorandum of Agreement" for the duration of this contract agreement.

11. Mechanic's Helper
 - a. Compensated by the hour
 - b. Fifteen (15) hour workweek, a fifty-two (52) weeks per year.
 - c. Starting rate of pay no less than \$10.30 per hour in 2004-2005; \$10.61 in 2005-2006; \$10.93 in 2006-2007.

ARTICLE 18
Vacancy Procedure

- A. If a vacancy occurs within the non-competitive and labor class classifications, the procedure will be as follows:
1. The vacancy to be filled will be posted on the bulletin board for a period of not less than five (5) working days. The District shall provide the CSEA Unit President with a copy of each job posting for bargaining unit positions which are advertised.
 2. The posting for the vacancy will include:
 - a. Job title
 - b. Rate of compensation
 - c. Job location
 - d. Place for interested applicants to sign
 3. After no more than ten (10) working days following receipt of application for a vacancy which is to be filled, a recommendation shall be made by the Superintendent or designee. Following such recommendation for appointment by the Superintendent of Schools to the Board of Education to fill a vacancy, the Board of Education shall take action upon the recommendation within one (1) month of having received the Superintendent's recommendation. The Superintendent of Schools or designee will consider such factors in filling the vacancy as:
 - a. Competency
 - b. Special training or certification, if the vacancy so requires
 - c. Seniority (only if a recommendation cannot be made on the basis of competency or special training or certification).
 4. If no applications are received by the District for the vacancy, the District will fill the vacancy at its discretion.

The purpose of this provision is to allow non-employees simultaneous, fair participation in the hiring process with employees, under the same standards, at the same time, and in the same selection process.

- B. An employee assigned to the night shift who desires to be transferred to a day position, assuming a vacancy exists and the employee is recommended and approved for transfer, shall not be transferred until a replacement for the night position is found and trained which training period will not exceed 30 working days from the date when the replacement began service in the night position.
- C. School monitors or teacher aides who are appointed to work with a specific child (1:1 monitors or aides) shall not be subject to the provisions of this Article. Other school monitors or teacher aides may not displace a child specific aide in the event of a reduction in force or layoff.

ARTICLE 19
Seniority Clarifications

- A. The following clarifications do not amplify or diminish the role of seniority (if any) in various contractual matters. This article merely sets forth how the parties have agreed to determine seniority calculations.
- B. When considering even-year conflicts in vacation scheduling (Article 13 C3b) for this area, seniority is:
 - 1. Computed as the continuous, unbroken time in the department.
 - 2. Compared only among unit members of the departmental work area.
- C. When considering drivers in extra activity runs (Article 17 F3c) for this areas, seniority is:
 - 1. Computed as the continuous, unbroken time as a bus driver.
 - 2. While a run is offered on volunteer basis, then regular numerical rotation applies.
 - 3. Should a run be assigned on compulsory basis, then seniority is compared only among all current unit member drivers.
- D. When considering the several factors in vacancies (Article 18 A3C) for this area, seniority is:
 - 1. Computed as the continuous, unbroken time within the department area.
 - 2. Compared only among the group of job applicants.
- E. When considering the several factors in layoffs and recalls (Article 21 A) for this area, seniority is:
 - 1. Computed as the continuous, unbroken time within the bargaining unit (unrelated to union membership).
 - 2. Compared only among the regular unit members of the title area.

- F. The CSEA Unit President shall be provided, upon advance request to the Transportation Supervisor, the opportunity to review all trip lists and the employee canvassing records.

ARTICLE 20
Grievance Procedure

- A. A grievance is a complaint by a member or members of the negotiating unit, of an alleged violation of any of the terms and conditions of this agreement.
- B. Levels of the Grievance Procedure.

Step 1

The employee shall orally present his grievance to his immediate supervisor within fifteen (15) work days from the first occurrence of the situation in question, or fifteen (15) work days after the employee should have known of the first occurrence. However, if the situation in question arises a new and subsequent time (not a direct casual result of the preceding time) the employee will have fifteen (15) work days from the subsequent occurrence to present the new grievance. Thereafter, if the grievance is not settled within five (5) work days of its presentation; *then*

Step 2

Within five (5) work days the employee shall present his written grievance to the appropriate Building Principal. Within five (5) work days after receipt of the written grievance the Building Principal shall meet with the employee and the Unit President and shall within five (5) work days after the meeting provide a written answer to the employee with a copy to the Unit President. Submission of grievances beyond Step 2 must have the agreement of the employee and the Association. Thereafter if the grievance is not settled; *then*

Step 3

Within three (3) work days the employee and the Association shall submit his grievance to the Superintendent. Within five (5) work days after receipt of the grievance the Superintendent shall meet with the employee and the Unit President, and shall, within five (5) work days after the meeting, provide a written answer to the employee with copies to the Unit President. Thereafter, if the grievance is not settled; *then*

Step 4

Within five (5) work days the employee and the Association will submit the grievance in writing to the Board of Education. Within thirteen (13) working days the Board of Education will hold a hearing on said grievance and within five (5) working days render a decision. Thereafter, if the grievance is not settled; *then*

Step 5

Within thirty (30) work days the employee, with the approval of the Unit Grievance Committee, the employee and the Association may submit the grievance to arbitration.

Arbitration

1. The Public Employment Relations Board shall be the agency used for all agreement interpretation disputes. The rules and regulations of PERB shall apply.
2. The arbitrator shall only have jurisdiction and authority to apply the paragraphs of this Agreement and shall not have the power to add to, subtract from, or modify any paragraph of this Agreement, nor to change or alter the salaries of this Agreement.
3. The arbitrator shall provide his decision in writing within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties.
4. The fees and expenses of the arbitration shall be shared equally by the parties.
5. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.

ARTICLE 21

Employee Status

- A. Seniority, for this article, shall be defined as length of continuous employment since the last date of hire with the District within the bargaining unit recognized by this agreement. For staff not hired to replace an employee on leave (i.e. not substitutes) seniority shall be applicable in cases of layoff and recall according to the following:
 1. In the event of job abolition, affected non-competitive and labor class employees shall be laid off in inverse order of seniority within the title area.
 2. Such employees are recalled in order of seniority for a period of four years from the date of layoff. Recalled employees shall be notified in writing at the last address the employee gives the Superintendent. The employee has two weeks to accept the commitment of returning to work after notification.
 3. In the event of reduction in hours, the positions held by the least senior employee within the title shall be the one reduced.
- B. Right of retreat is the option of an employee, to resume his/her position formerly held, before their current position. The District, in general, recognizes the concept of retreat rights during layoffs (but not for pro-rata reductions) provided the employee whose position is abolished, has held the prior title in question, with the Deposit School District; and with the understanding that final determinations in complex situations remain with the Superintendent, after consultation with the union.
- C. School monitors or teacher aides who are appointed to work with a specific child (1:1 monitors or aides) shall not be subject to the provisions of this Article. Other school monitors or teacher aides may not displace a child specific aide in the event of a reduction in force or layoff.

ARTICLE 22
Inclement Weather

If an employee, who is sent home due to inclement weather, works less than one-half day, he/she will be paid for one-half day. If an employee works more than one-half day, he/she will be paid for the full day. See also Article XVII F7 for further information on clerical staff. In the case of bus drivers who arrive at the proper time for their regularly scheduled run, and are instead sent home due to conditions, they shall receive pay for that one driving run. On days when school closes at 11 am, cooks shall be allowed to leave after the manager certifies that all regular daily duties have been completed. An employee must report to work to receive any compensation under this article.

ARTICLE 23
Payroll Procedures/Agency Fee

- A. Salaries employees shall have the option of the 21 or 24 payroll system. Hourly employees may request that a portion of their on-going payroll salary be reserved to provide for a larger paycheck at, or near, the end of the school year in June.
- B. All employees of the bargaining unit hired after July 1, 1978 will either pay dues to CSEA or an agency shop fee equivalent to the dues of CSEA.
- C. Dues and/or agency fee deductions will be deducted from appropriate employees in each regular paycheck, and sent to CSEA Headquarters.
- D. Employees in the bargaining unit may purchase insurance, through CSEA, and have the premiums paid through payroll deduction.

ARTICLE 24
Mutual Obligations

- A. All employees shall give a minimum of two weeks written notice of their intended resignation from the District.
- B. If an employee separates from the District, when said employee has received pay for time beyond actual work, all monies paid to that employee beyond days actually worked are due, payable and owing to the District.
- C. CSEA shall be entitled to receive a copy of the Board Policy Manual. Board minutes are official after approval at the subsequent meeting. Upon request, CSEA may receive specified copies of approved Board minutes.

- D. In cases where employee discipline will be imposed beyond a written warning, and the Administration determines a formal meeting to be necessary; then at the time the employee is notified of the meeting, he/she will be informed that a union member may accompany the employee.

The union member may be local or otherwise, but it is understood that such person must be able to be available at the already designated time of the meeting, and such choice of union member is not to interfere with the employer's schedule of the meeting, more than three working days.

ARTICLE 25

Savings Clause

- A. This agreement and all provisions herein are subject to all applicable laws, rules and regulations. In the event any provision of this agreement is held to violate such laws, rules, and regulations, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect, as if the invalid or illegal provision has not been a part of this agreement.
- B. If any provision of this agreement is determined to violate applicable laws, rules, and regulations, the parties to the agreement shall reconvene and attempt to negotiate a satisfactory replacement. Only the section or article in violation shall be discussed. The content shall not be expanded to any other section, article, or intent.

ARTICLE 26

Labor Management Committee

The District and the Association agree to meet throughout the term of this agreement on an as needed basis to discuss issues related to the implementation and interpretation of this agreement, and terms and conditions of employment of the titles represented by the Association. This article shall not be construed as a contractual re-opener and shall not require either party to engage in collective negotiations prior to the expiration of this agreement.

ARTICLE 27

Tuition Reimbursement

The District may, in its discretion, pay for or reimburse an employee for tuition to attend in-service or other courses that are job related. To receive payment the employee must submit a written request to the Superintendent with a description of the class or course. Reimbursement may be denied if funds for this provision are not appropriated by the Board of Education.

ARTICLE 28
Union Business

CSEA officers (President, Vice President, Treasurer and Secretary) may use a maximum of four (4) union leave days per year to attend meetings and conventions of the CSEA. These days shall be deducted from the Employee Contributory Bank (Sick Leave Bank). At least two (2) weeks advance notice must be provided to the employee's Supervisor and the Superintendent.

ARTICLE 29
Term of Agreement

- A. This agreement shall become effective at final signing and continue in effect until midnight, June 30, 2007.
- B. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

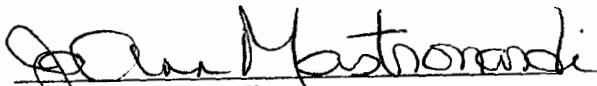
ARTICLE 30
Signatures



Kraig Pritts
Superintendent of Schools
Deposit Central School District



Mark R. Ditewig
President
Deposit Non-Teaching Unit, CSEA



JoAnn Mastronardi
Labor Relations Specialist
CSEA

