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Contract Database Metadata Elements

Title: **Elba Central School District and Elba Central School District Support Staff Unit, Civil Service Employees Association (CSEA), Local 1000, AFSCME, AFL-CIO, Genesee County Local 819 (2005)**

Employer Name: **Elba Central School District**

Union: **Elba Central School District Support Staff Unit, Civil Service Employees Association (CSEA), AFSCME, AFL-CIO**

Local: **1000, Genesee County 819**

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **4973**

Unit Size: **30**

Number of Pages: **24**

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AGREEMENT

By and between

ELBA CENTRAL SCHOOL DISTRICT

and

ELBA CSD SUPPORT STAFF UNIT

RECEIVED

DEC 03 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2005 – June 30, 2008

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Article I:
AGREEMENT

1.1 Agreement

This Agreement shall be effective on July 1, 2005, by and between the Elba Central School District (hereinafter "District") and the Elba Central School District Support Staff Unit, Genesee County, Local 819, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter "Association") to foster mutual understanding, cooperation and effective communications between the affected parties.

Article II:
RECOGNITION

2.1 Recognition

Pursuant to the New York State Public Employees Fair Employment Act, the district recognizes the association as the exclusive Collective Negotiating Representative for the negotiating unit consisting of the following full and part time positions: Cafeteria Monitor, Cleaner, Computer Repair Technician, Cook/Baker, Food Service Helper, Custodial Worker, Senior Custodial Worker, Teacher Aide, excluding all other employees.

Article III:
RIGHTS OF EMPLOYEES

3.1 Rights of the Employee

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

Article IV:
DEFINITIONS

4.1 Full-time Employee – a twelve-month employee regularly scheduled to work in excess of 30 hours per week.

4.2 10-month Employee – an employee, who is regularly scheduled to work at least 20 hours per week, hired for the duration of the academic year.

4.3 Part-time Employee – an employee regularly scheduled to work less than 20 hours per week.

Article V:

DUES DEDUCTIONS

5.1 Deduction

The District agrees to deduct from the salaries of members of the Association, dues for the Civil Service Employees Association, premiums for the CSEA insurance plans, in such amounts as said members individually and voluntarily authorize and to transmit the monies promptly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, each payroll period. Employee authorization shall be in writing in a form prescribed by the District. Such authorizations become part of the School District's payroll records.

5.2 Deduction Disbursement

Annual deductions shall be evenly divided over each employee's annual number of paydays.

5.3 Withdrawal of Authorization

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

5.4 Liabilities

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

5.5 Fair and Equitable Distribution

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

Article VI:

ASSOCIATION RIGHTS

6.1 Right to Strike

The Association affirms that it does not and will not assert the right to strike or to cause, instigate, encourage, condone or participate in any strike, slowdown or work interruption of any kind.

6.2 Building Usage

Upon approval of the Superintendent, the Association may be allowed to use the school building without cost for its legitimate activities in accordance with rules established by the District.

6.3 Association business hours

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

Article VII:

RIGHTS OF THE EMPLOYER

7.1 District Rights

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

7.2 Retention of Rights

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

Article VIII:

COMPLETE AGREEMENT

8.1 Agreement

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

8.2 Full and Complete Commitment

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

Article IX:
LEGISLATIVE BODY APPROVAL

9.1 Legislative Action

It is agreed by and between the parties that any provision of the 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 X:
SAVINGS

10.1 Validity

If any provision of the Agreement shall be found contrary to law or any rule or regulations having the effect of law, then such provisions shall be deemed invalid, except to the extent permitted by law or such rule or regulation.

10.2 Continuity

All other provisions shall continue in full force and effect.

Article XI:
HEALTH INSURANCE

11.1 Availability

Employees will be provided with their choice of the Genesee Area Health Care Plan or the Community Blue HMO 202 Plus or Community Blue HMO 202, or agreed comparable plans.

11.2 Contributions – Family Plan

All employees that elect the family plan health care benefit shall contribute 6% of the annual premium.

11.3 Contributions – Single Plan

All employees that elect the single plan health care benefit shall contribute 4% of the annual premium.

11.4 Contributions – Part-Time Employees

Part-time employees working 12 hours per week or more shall pay an additional one-half ($\frac{1}{2}$) of the remaining premium costs.

Part-time employees working less than 12 hours per week shall pay for health insurance coverage in full.

11.5 Dental Plan

Employees may enroll in the Blue Cross/Blue Shield Dental Plan with Riders A, B, C, D, and Rider 8 at an annual rate of 50% of the premium of the plan.

11.6 Multiple Coverage

No employee may be covered under any other health care plan of his or her immediate family, any part of the cost of which is paid for by another employer. Any individual so covered by another health care plan shall be immediately suspended from coverage under the District plan.

Article XII:

PERSONAL ILLNESS DAYS

12.1 Eligibility

All full-time, salaried, 10 month, and part-time employees shall be granted paid personal illness days annually. Full-time and salaried employees shall be granted twelve (12) personal illness days; 10-month hourly employees shall be granted ten (10) personal illness days, and part-time employees working 12 hours or more per week shall be granted five (5) personal illness days.

12.2 Accumulation

Unused personal illness days will be accumulated. The maximum accumulation of personal illness days shall be 180 days.

12.3 Doctor's Certificate

A doctor's certificate attesting to the illness of the employee shall be presented to the Board of Education upon request.

12.4 Sick Leave Bank

A. Establishment of Bank

A sick leave bank may be established when one or more non-teaching employees voluntarily contribute two (2) personal illness days to the bank. If established, the bank shall be maintained by the non-teaching staff at no cost whatsoever to the District and shall be used when a non-teacher is incapacitated by long-term illness or injury under circumstances that would permit such non-teacher to use his/her personal illness days (PIDs).

B. Activation of Bank

Any non-teaching employee of Elba Central School is eligible to be a participating member of the sick leave bank. Participation and membership in the sick leave bank shall be voluntary on the part of all non-teachers. Once the bank has been established, any non-teacher on the payroll as of July 2005 may become a member by contributing two (2) PID's or in the case of any non-teaching employee in their first year of district employment by contributing one (1) PID. The bank shall never contain more than two (2) PID's per member. PIDs contributed to the bank shall be drawn from the employee's accumulated PIDs. Non-teaching employee contributions shall be made in writing, a copy being sent to the superintendent. Upon receipt of notification, the District shall deduct from the employee's accumulated PID account the number of days contributed. In no event shall such days be restored to the employee's account.

C. PID Withdrawal

A member may apply to the bank to withdraw PIDs only after all of his/her accumulated PIDs have been exhausted. A period of thirty (30) calendar days must have elapsed between the expiration of such employee's accumulated PIDs and the submission of application to withdraw days from the bank. The employee must not have been able to return to work for the District during the thirty (30) day interim period.

D. Limits

The maximum number of PIDs an employee may withdraw from the bank during any school year is forty (40). No more than forty (40) PIDs may be withdrawn for the same illness or injury. An extended leave committee shall determine the allotment of PIDs and approve the dispensing of such days in each case. Participating members who make withdrawals from the bank shall not be required to replace PIDs in the bank.

E. Committee

The Extended Leave Committee shall include the Superintendent of Schools and five (5) members of CSEA Local #819, Unit #6954, who are elected annually. The committee shall oversee the administration of the bank, establish eligibility criteria for use of the bank and determine the merit of any application to withdraw days from the bank. Once established, the eligibility criteria will be incorporated into this contract document. The extended leave committee shall be responsible for all record keeping of bank transactions submitting a copy of said records to the District Superintendent.

F. Minimum Requirements

In the event that the balance of PIDs in the bank should fall below a total of forty (40), the extended leave committee may solicit additional contributions to restore the minimum level of forty (40) PIDs from members of the bank. If so solicited, members of the bank are under no obligations to contribute additional days. Such solicitation shall be conducted in a manner that does not disrupt school operations. Should the bank fail to be restored to the minimum of forty (40) PIDs and remain so depleted for a period of ninety (90) days, the bank shall become dissolved and moot.

Article XIII:

FAMILY SICK LEAVE

13.1 Definition

All non-teaching employees shall be granted a total of three (3) days of absence with pay during each school year due to illness of a parent, child, spouse, or other relative living in the immediate household. An additional three (3) days may be used for this purpose from the member's PID's.

13.2 Extenuating Circumstances

Additional family leave and bereavement days of absence with pay may be granted by the Board of Education upon request of the employee in special cases where extenuating circumstances may exist due to either death in the family or a prolonged period of family illness. These days shall be deducted from the employee's accumulated allowable sick days.

13.3 FMLA

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 (FMLA), where applicable. FMLA leave will be applied, for eligible employees, if the contractual leave and benefits provide less than the FMLA.

Article XIV:

PERSONAL DAY LEAVE

14.1 Duration

All non-teaching employees shall be granted two (2) personal leave days per school year.

14.2 Advance Notice

The employee shall submit to the Superintendent advance notice of his/her intention seventy-two (72) hours prior to the day the employee will be absent.

14.3 Conditions

Personal leave shall be granted for attendance at such things as funeral of a friend, graduation, court proceedings, or legal business that cannot be conducted at any other time. No personal day leave is allowed for vacations. Personal leave days shall not be allowed on the day immediately before or after a scheduled school closing except in emergency situations.

14.4 Unused Days

Unused personal days shall be added to allowable cumulative sick leave.

Article XV:

JURY DUTY LEAVE

15.1 Compensation

All non-teaching employees shall be granted leave with pay for jury duty with the stipulation that any compensation for such jury duty will be subtracted from the salary of the employee.

15.2 Court Appearances

Leave with pay shall be granted to any non-teaching employee called to appear in a court of law.

15.3 Night Crew

Non-teaching employees who work night shifts shall not be required to work on days they are called to serve on jury duty.

Article XVI:
FUNERAL LEAVE

16.1 Compensation

A. Bearers

Leave with pay shall be granted to all non-teaching employees required to be bearers at a funeral.

B. Bereavement

Employees shall be allowed a total of three (3) days of paid leave for each occurrence of the death of a member's parent, spouse, child, brother, sister, grandparent, grandchild, mother/father-in-law, sister/brother-in-law, or daughter/son-in-law.

Article XVII:
EMERGENCY SCHOOL CLOSINGS

17.1 Compensation

All employees regularly scheduled to work, but do not work because the school is closed for emergency reasons, will be compensated for the scheduled hours of the employee.

17.2 Exceptions

A. Required by Superintendent/Supervisor

Employees will not be required to work on a day when school has been closed unless specifically directed to do so by the Superintendent of Schools or a Supervisor.

B. Cleaner, Sr/Custodial Worker Entitlements

Any cleaner, custodial worker or senior custodial worker directed to work during an emergency school closing when the teaching staff has not been direct to report shall receive equivalent compensation time.

Article XVIII:
ATTENDANCE RECORD

18.1 Location

A non-teaching employee's attendance and vacation record shall be kept in the main office.

Article XIX:

PAID VACATIONS AND HOLIDAYS

19.1 Employment Year

The employment year runs from July 1 through June 30.

19.2 Eligibility for Vacation

A. Full-Time Employees Hired Prior to December 1

New full-time employees, whose date of hire is prior to December 1, shall be eligible for vacation on July 1 of the next employment year.

B. Full-Time Employees Hired On or After December 1

New full-time employees, whose date of hire is on or after December 1, shall be eligible for vacation on July 1 of the beginning of the second employment year.

19.3 Vacation Entitlements

All full-time employees shall be entitled to vacation time as follows:

After one year of employment	One week
After two years of employment	Two weeks
After four years of employment	Two weeks and one day
After six years of employment	Two weeks and two days
After eight years of employment	Two weeks and three days
After ten years of employment	Three weeks
After twelve years of employment	Three weeks and one day
After fourteen years of employment	Three weeks and two days
After sixteen years of employment	Three weeks three days
After eighteen years of employment	Three weeks and four days
After twenty years of employment	Four weeks

19.4 Superintendent Approval

Full-time employees eligible for vacation must complete a vacation application form and submit it to their supervisor for approval. All vacation schedules are subject to final approval by the Superintendent of Schools.

19.5 Paid Holidays

A. 10-month Employees

All 10-month employees shall be entitled to five (5) annual paid holidays: Thanksgiving Day, December 25th, January 1st, President's Day, Memorial Day

B. Full-Time Employees

All full-time employees shall be entitled to sixteen (16) annual paid holidays. None of them will be a day when school is in session. Employees may have input into the selection of the vacation dates, however, the final schedule will be subject to adoption of the official school calendar and approval by the Superintendent of Schools.

Article XX:

RETIREMENT BENEFITS

20.1 75-I

All employees shall be eligible for membership in the New Career Plan (Section 75-I) of the New York State Employees Retirement System.

20.2 41-J

All employees shall be eligible for benefits under Section 41-J of the New York State Employees Retirement System.

Article XXI:

PAY PERIODS

21.1 Full-Time Employees

Full-time employees shall receive their paychecks in twenty six (26) bi-weekly intervals beginning on the second Friday of the fiscal year. The paycheck schedule will be adjusted by mutual agreement when such a schedule would result in more than two weeks passing between the last paycheck in the previous fiscal year and the first paycheck of the new fiscal year.

21.2 All Other Employees

All other non-teaching employees shall receive their paychecks in bi-weekly intervals beginning on the second Friday after the first day of school in September.

Article XXII:

Salary, Wages and Other Compensation

22.1 Employment Year

The employment year runs from July 1 through June 30.

22.2 Eligibility for Wage Increase

A. Full-Time Employees Hired Prior to December 1

Full-time employees, whose date of hire is prior to December 1, shall be eligible for wage increase on July 1 of the next employment year.

B. Full-Time Employees Hired On or After December 1

Full-time employees, whose date of hire is on or after December 1, shall be eligible for wage increase on July 1 of the beginning of the second employment year.

C. 10-month Employees Hired Prior to January 1

10-month employees, whose date of hire is prior to January 1, shall be eligible for wage increase on July 1 of the next employment year.

D. 10-month Employees Hired On or After January 1

10-month employees, whose date of hire is on or after January 1, shall be eligible for wage increase on July 1 of the beginning of the second employment year.

22.3 Rate Schedule

The following rate schedule shall take effect July 1, 2005:

A. New Hires – Minimum beginning pay:

Title	2005-06	2006-08
Cafeteria Monitor	6.75	7.15
Cook/Baker	7.20	7.40
Food Service Helper	7.10	7.31
Cleaner	6.75	7.15
Custodial	8.00	8.15
Senior Custodial Worker	9.00	9.27
Teacher Aide	6.87	7.26

B. Wage increases

For the 2005-2006 school year current pay continues for hourly employees that have received an increase. Any hourly or salaried employee that has not received an increase in pay this year shall receive a 1% increase.

Beginning July 1, 2006 the following wage rate schedule shall apply:

Years of completed service at current position:	% increase for 2006-2008
1-8	3.2
9-22	2.9
23 and higher	2.5

The provisions of this section (22.3) shall sunset or expire as of June 30, 2008.

22.4 Evaluation Procedure

An Evaluation Committee will be established to review and recommend an evaluation procedure for Paraprofessional, Custodial, Food Service, and Teacher Aide employees to determine continuation of employment and lead to improvement of job performance. The evaluation procedure will be collaboratively developed by representatives of CSEA Unit 6954, the Superintendent of Schools, and the District Administrators.

22.5 Over Time

Eligible hourly employees working in excess of forty (40) hours per week shall be compensated at a rate of one and one half (1½) times their hourly rate.

22.6 Regular Hours

Cafeteria personnel shall receive an eighty cent (.80) per hour increase over their hourly rate when required to work after their regular hours.

22.7 Salaried Employee Classification

The Computer Repair Technician shall be classified as a salaried employee.

22.8 Children of Employees Living Out of the District

Children of non-teaching employees who are not residents of the District are allowed to attend Elba Central School tuition-free at the discretion of the Board of Education.

22.9 Clothing Reimbursement

All custodial and kitchen staff employees shall be entitled to compensation for the purchase of work clothing or for optical repairs up to an annual amount of seventy dollars (\$70.00) per staff member.

22.10 Compensation Criteria

The District reserves the right to determine the compensation paid to new employees within the limits of the salary schedule. The criteria used for determining a new employee's pay rate shall include:

- Responsibility of position
- Background, education and experience brought to the position
- Skill level required for the position

22.11 Night Shift Lunch Break

Employees whose regular work shift commence on or after 3:30 p.m. or after, shall be provided with a one-half (1/2) hour paid lunch break.

22.12 Advisor/Chaperone/Supervisor Duty

Non-teachers who serve as advisors, coaches, chaperones, or supervisors of student events shall be compensated at the same rate as teachers.

22.13 FSA

An IRS approved Flexible Spending Account shall be made available by the District for those employees who choose to participate.

22.14 Employee Working on Paid Holiday

Any cleaner or custodian scheduled to work on a paid holiday, as noted in Article XIX Section V, will be compensated at double their hourly rate.

22.15 Minimum Call-in Pay

Effective October 15, 2005, hourly employees called in to work shall be granted a minimum call-in pay. This pay shall be equivalent to one and one-half (1 ½) hours work unless the employee works in excess of the minimum allotted hours.

22.16 Extra-Curricular Pay

Pay shall be provided per occasion upon approval of the Superintendent after normal workday for providing technical support for school concerts, plays and extra-curricular programs or videotaping athletic events. Pay shall be \$30 for the first hour worked and \$15 for every additional hour to a maximum of \$60.00 per occurrence.

22.17 Dress Code

Employee dress codes will reflect consideration of safety, comfort and protection in the varied work environments. Efforts will be made to eliminate unnecessary hazards to personnel and their clothing.

Article XXIII:

SUBCONTRACTING

23.1 District Rights

The District shall have the right to sub-contract for bus driver services for the operation of its transportation fleet.

Article XXV:

Grievance Procedures

25.1 Policy and Basic Principles

A. Tentative Statement of Policy

In order to provide the best possible educational program for the Elba Central School, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily group or individual differing which would tend to unsettle the effective functioning of the school system. All employees of the Elba Central School are guaranteed the right to be heard and to present their grievances in accordance with this plan with freedom from discrimination, restraint, interference or reprisal. Decisions shall be rendered judiciously and promptly. No provision of these procedures is to be construed as contravening the already established fine relationship between the Board of Education and employees.

B. Tentative Statement of Basic Principles

- Every employee shall have the right to present grievances in accordance with these procedures.
- All discussions shall be kept confidential during procedural stage of the resolution of grievance.
- An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

- Administration and supervisors have the responsibility to consider and take action promptly within authority delegated to them, on grievances presented to them.
- Provisions shall be made for revisions of these procedures as the need arrives, through the cooperative effort of the Board of Education and the Employees.

IT SHALL BE THE RESPONSIBILITY OF THE CHIEF ADMINISTRATIVE OFFICER TO TAKE SUCH STEPS AS ARE NECESSARY TO IMPLEMENT ALL STAGES OF THE EMPLOYEES' GRIEVANCE PROCEDURE, AND TO GIVE DIRECTIVES AND INSTRUCTION TO CARRY OUT ALL GRIEVANCE SETTLEMENTS.

25.2 Individual Grievance Procedure

A. Procedure for Employees

The aggrieved employee must select the immediate supervisor who, in his/her opinion, can best resolve the grievance. Due to extenuating circumstances, time limits as indicated at each stage may be extended with approval in writing of both parties. A grievance shall be considered terminated if the aggrieved employee does not request a conference within twelve (12) calendar months.

B. Preliminary Stage (Optional)

In the interest of maintaining harmonious relationships, it is recommended that prior to initiating formal written grievance procedures, the aggrieved employee have an oral and unrecorded conference with his/her immediate supervisor.

C. Sequence of Formal Stages

First Written Stage: Conference with Immediate Supervisor

- Any grievance shall be recorded on the special grievance form and forwarded to the immediate supervisor (forms available in the main office).
- The immediate supervisor shall hold a conference with the aggrieved employee within two working days of receipt of grievance form.
- The employee has the right to be heard personally.
- It is the responsibility of the immediate supervisor to settle the grievance if the matter is within his/her authority as defined by the State Education Law, and the Rules and Regulations of the Board of Education and the Superintendent.
- The immediate supervisor may consult whomever he/she deems necessary for the solution of the grievance.
- The immediate supervisor shall return a copy of the grievance form to the employee with his/her decision in writing within four (4) working days of the receipt of the grievance form.

Second Written Stage

- If the employee is dissatisfied with the decision of the first stage, he/she may refer the matter directly to the next designated authority.

- The aggrieved employee shall submit a copy of the grievance form returned to him/her by the immediate supervisor. He/she may also submit any additional data. Prior to the conference a copy of this additional data must be sent to the immediate supervisor.
- The designated authority must hold a conference within two (2) working days of receipt of the grievance form.
- The aggrieved employee and the immediate supervisor must attend the conference.
- The authority that conducts the conference shall inform the aggrieved employee and his/her immediate supervisor, in writing on a grievance form, of his/her decision, written within four (4) working days of the receipt of the grievance form.

D. Chief School Administrator Stage

- If the employee is dissatisfied with the decision of the previous stage, he/she may then request a conference with the superintendent.
- The aggrieved employee shall submit a copy of all preceding written statements of the grievance and of decision of previous authorities, if any, to the Elba Central School and any additional data – also copies are to be sent to the previous designated authority concerned.
- The Superintendent shall hold a conference within two working days of receipt of the grievance form.
- The aggrieved employee and the designated authority of the previous stage, if any, shall also attend the conference.
- The aggrieved employee has the right to be heard personally.
- The Superintendent shall inform the aggrieved employee and the authority previously concerned, in writing, on the grievance form of this decision within six (6) working days of receipt of the grievance form.

E. Group Grievance Procedure

If two or more employees have the same grievance, each member of the group shall sign a statement of the grievance and submit such statement to the first supervisor who is common to all aggrieved employees. The group shall then follow regulations established for individual grievances.

F. The Board – Procedure for Appeal

- If a grievance has been taken to the Superintendent and his/her decision has been unsatisfactory to the aggrieved employee, he/she then takes his/her case to the Board of Education.
- If he/she so desires, he/she shall, within five (5) days, request in writing to the President of the Board of Education, that he/she be granted a hearing.
- The Board of Education shall meet within ten (10) days of receiving the request for a hearing.
- The aggrieved employee shall submit copies of the written statements of the grievance and of the decision of previous authorities, to the Board of Education.

THE AGGRIEVED EMPLOYEE HAS THE RIGHT TO BE HEARD PERSONALLY.

- The Board of Education shall notify the aggrieved employee or the Superintendent, in writing, within fifteen (15) days after receipt of appeal. If, after the Board of Education has made its decision, the aggrieved person still believes his/her case has not been satisfactorily resolved, he/she may, under the limitation of law, appeal to the Commissioner of Education, the Civil Service Commission, or the courts.

G. Resolution

Inasmuch as grievances may arise from unwise policy, as well as from the unfair application of policy, the Superintendent will appoint a committee representing all segments of the staff to set up machinery that will give the employee of the Elba Central School a better opportunity to assist in the formulation of policy, the Board of Education believes that the implementation of this recommendation would result in better utilization of the creative thinking of the staff, better support from the staff for policies that are adopted, and the improved morale of all personnel.

The Labor Relations Specialist and/or designated union representative shall be permitted to participate in the activity and progress of the grievance in each stage through the final decision.

No provision of this Agreement shall be interpreted to require the union to represent an employee at any stage of the grievance procedure if the if the union considers the grievance to be without merit or in contraction of any law or regulation.

The above Grievance Procedure may be revised at any time at the discretion of the Board of Education. To the Elba Central School Employee: Any suggestions or comments may be made to the Clerk of the Board of Education.

Article XXVI:

LIAISON COMMITTEE

26.1 Establishment

A Liaison Committee made up of representatives of the non-teaching staff and members of the Board of Education shall be established for the purpose of maintaining good communication between the respective groups.

26.2 Representation

A committee shall be made up of two individuals elected at large from non-teaching staff and two members of the Board of Education. The committee shall meet at the mutual convenience of each group with the agenda to be determined prior to each meeting.

26.1 Expedition

It is understood that topics considered controversial in nature will have been first discussed with members of the administration prior to any meeting so as to expedite the solution to any problems.

Article XXVII:
DISCIPLINE

27.1 Discipline/Dismissal

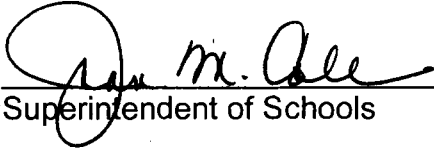
Employees in non-competitive or labor class of the Civil Service who have successfully completed their probationary period shall not be discharged from employment without written notice stating the reason for dismissal. Employees in the non-competitive or labor class served with such notice of dismissal shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure according to the terms and requirements of Article XXIV. Employees covered under the Collective Bargaining Agreement will not be disciplined or discharged without just cause. Section 75 of the Civil Service Law shall govern dismissal of competitive class employees.

Article XXVIII:
DURATION OF AGREEMENT

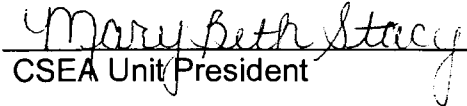
28.1 Duration

The provisions of this Agreement shall become effective as of July 1, 2005 and shall continue in full force and effect through and including June 30, 2008 and from year to year thereafter, unless either party has given written notice to the other party not later than January 15, 2008 or any succeeding year, of its desire to modify, amend or terminate this agreement. If either party notices this agreement for modification, amendment or termination, then the parties shall set aside a mutually agreed upon meeting date, not later than March 15, for the first negotiating session, unless otherwise agreed in writing.

This agreement is made and entered into this day, October 11, 2005, by and between the Elba Central School District and the Elba Central School Support Staff Unit Local 819, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO.



Superintendent of Schools



CSEA Unit President

ELBA CENTRAL SCHOOL
GRIEVANCE FORM

TO: _____

FROM: _____

DATE SUBMITTED _____

NATURE OF GRIEVANCE

Signature _____

Position _____

STATEMENT OF DECISION

DATE _____

Signature _____

Position _____

This form should be completed in triplicate:

Additional sheets may be attached if needed

CHAIN OF COMMAND

CAFETERIA STAFF

Cafeteria Staff > Cafeteria Assistant to the Superintendent > Chief School Administrator

DAY SHIFT CUSTODIAL STAFF

Custodial Staff > Superintendent of Buildings and Grounds > Chief School Administrator

NIGHT SHIFT CUSTODIAL STAFF

Custodial Staff > Night Shift Supervisor > Superintendent of Buildings and Grounds > Chief School Administrator

TEACHER AIDES

Teacher Aides > Elementary Supervisor > Chief School Administrator

COMPUTER REPAIR TECHNICIAN

Computer Repair Technician > Chief School Administrator