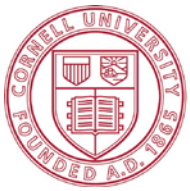

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Contract Database Metadata Elements

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PIONEER CENTRAL SCHOOL DISTRICT

AND

PIONEER PROFESSIONAL ASSOCIATION

FOR THE PERIOD JULY 1, 2008

THROUGH JUNE 30, 2012

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Article 1 Recognition

WHEREAS, the Pioneer Professional Association affiliated with NYSUT/AFT and AFL-CIO ("Association") has requested recognition as the exclusive representative for specified full and part time clerical positions with the Pioneer Central School District ("District"); and

WHEREAS, the content of said request is in conformity with Section 204 of the New York State Public Employees' Fair Employment Act; therefore, the Parties agree:

1. That the Association shall be recognized as the exclusive representative for the following positions within the District:

   - All full-time and part-time clerical employees of the District;
   - Excluded: All non-clerical employees, management confidential employees (secretary to the Superintendent of the District).
   - Excluded: The following clerical position shall also be excluded from the negotiating unit: two central office secretarial positions (other than the secretary to the Superintendent): secretary to the Business Administrator and Payroll Clerk.

2. That the Employees will abide by the New York State Public Employees' Fair Employment Act.

Section 1.1 Individual Arrangements

Any individual arrangement, agreement or contract between the District and an employee heretofore executed shall be subject to and consistent with the minimum terms and conditions of employment expressed in this Agreement. Any individual arrangement, agreement or contract hereafter executed may exceed, but may be not less than the terms and conditions of employment expressed in this Agreement. If an individual arrangement, agreement or contract contains any terms or conditions inconsistent with the Agreement, this Agreement shall be controlling to the extent of the minimum terms and conditions of employment expressed in the Agreement. The decision to enter into any individual arrangement, agreement or contract is solely in the District's discretion, and the District's decision to enter into such an arrangement in the past shall not obligate it to enter into such an arrangement in the future. Disputes under any specific term of any such individual arrangement, agreement or contract shall not be subject to the grievance and arbitration clause set forth in Article 11, below.

Article 2 Concerning this Agreement

Section 2.1 Effect of this Agreement

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

2.1.2 Neither party is obligated to continue any past practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement. This Agreement shall supersede any rules, regulations or practices of the District, 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 District.

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

2.1.4 No provision of the Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

2.1.5 Unless this Agreement says otherwise, any provision of this Agreement, which cites a law, rule or regulation is intended to be and shall be interpreted as being only a description summary of such law, rule, or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

2.1.6 The cost of reproducing this Agreement shall be borne by the District. The District shall provide 30 copies of this Agreement to the President of the Association within 30 calendar days of the Execution Date of this Agreement. The Association shall distribute one copy of the Agreement to each employee: (i) in the employ of the District on or before the execution date within five (5) work days after receipt by the President of the Association, and (ii) employed after the Execution Date, not later than the fifth working day after the day on which she/he begins work.

2.1.7 Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:

(a) A word of one gender applies to both genders.

(b) A word of singular number applies also in the plural.

(c) The fact that the circumstances which at the time this Agreement is being applied are different from the circumstances which at the time the language in question was written may be relevant to interpreting the intent of the Parties, but that fact is not controlling with respect to the current application of the language.

(d) Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

(e) Language in this Agreement is to be construed as strictly against one Party as against the other. Which Party suggested the language is immaterial.

(f) This Agreement shall be interpreted according to the laws of the State of New York and applicable laws of the United States.

Section 2.2 Definitions

2.2.1 "District" means the Pioneer Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.

2.2.2 "Board" means the Board of Education of the District and applies only when it is intended that the board itself shall act or refrain from action.

2.2.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.

2.2.4 "Association" means the Pioneer Professional Association.

2.2.5 "Employee" means a person in a position included in the bargaining unit described in the recognition article of this Agreement.

2.2.6 "Party" means the District or the Association.

2.2.7 "Parties" means the District and the Association.

2.2.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

2.2.9 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.

2.2.10 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of year and ends at midnight on the next following June 30th.

2.2.11 A "full time employee" within this unit shall be defined as an employee who is regularly scheduled to work no less than thirty-two (32) hours per week for twelve (12) months per year.

2.2.12 A "part time employee" within this unit shall be defined as an employee who is regularly scheduled to work a total of less than thirty-two (32) hours per week for twelve (12) months per year. Part-time employees will be eligible for the following benefits: 4.1.4 (business/emergency days), 4.1.8 (flex days). The benefit days will be pro-rated to reflect the appropriate FTE. Unless indicated in this provision or the specific provision, part-time employees are not entitled to receive benefits provided in this Agreement.

2.2.13 "Execution Date" means the date identified as such under the "subscription" of this Agreement which shall be the date on which parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.

2.2.14 "Job description" means the job duties submitted by the District to the Wyoming County Civil Service office and any written statement created by the District to establish the job title. Job descriptions are available in the Business Office during normal working hours.

2.2.15 "Job title" means the title given by the Wyoming County Civil Service office to the job description submitted by the District. The District will include the job title in its posting.

Article 3 Association/District Relations

3.1.1 **Use of Facilities:** The Superintendent, upon one week's prior written request, may grant to the Association permission to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the District may make a reasonable charge therefore. All costs of materials shall be charged to the Association.

3.1.2 The Association shall be granted permission by the Superintendent to post notices of its activities and matters of Association concern on bulletin boards and in school mailboxes for communication with its members in accordance with District policy.

3.1.3 **Negotiations Procedures** – Not later than six (6) months preceding the termination date of this Agreement, the Parties will enter into good faith negotiations over a Successor Agreement. The District and the Association will mutually exchange proposals at the first negotiations meeting.

3.1.4 The place of meeting between the parties shall be the office of the Superintendent or any other mutually agreed upon place.

3.1.5 **Dues Deduction/Agency Fee:** The District will deduct dues or an equivalent agency fee from the earnings of all members of the bargaining unit. Dues will be forwarded to the Association's treasurer for proper handling. Such deductions will be in equal installments per contract year. An individual may withdraw his/her authorization for dues deduction by giving the District Business Administrator a written, dated and signed statement (copy to the Association). In the payroll period subsequent to the authorization withdrawal, the District will deduct from the employee the equivalent agency fee. The Association will submit to the Business Administrator a list of employees. The list will represent the PPA employees with biweekly and yearly total dues to be deducted.

3.1.6 **NYSUT Member Benefits Deductions:** As a member of NYSUT, members are entitled to participate in the NYSUT Member Benefits Trust-endorsed programs and services. The Association and District agree to have a payroll deduction slot available for the deduction of these benefit premiums.

3.1.7 The employer will make available on a voluntary basis a payroll deduction slot for VOTE/COPE. Employees desiring to make this voluntary contribution will submit a signed authorization card to the payroll office.

3.1.8 **Association Leave:** The District will allow the Association up to three (3) days of leave for each school year without loss of pay or benefits for Association members as designated by the Association President to attend workshops or conferences sponsored by organizations with which the Association is affiliated, or for the purpose of dealing with those matters of Union business that cannot be done after the conclusion of the work day. This time may be taken in hourly increments.

Section 3.2 Obligations of the Parties; Management Rights

3.2.1 The District and the Association agree to use all proper methods to secure the fullest cooperation of the employees in attaining their adherence to and faithful performance of the provisions of this Agreement and the provision of the highest standards service to the educational community.

3.2.2 The District reserves and retains solely and exclusively all of its inherent rights to manage the District except where limited by the provisions of this Agreement.

Article 4 Absences and Leaves

4.1.1 All full time employees will earn 1.12 sick days for each month in which at least 11 days have been worked (including paid leave days but excluding insured leave days) up to a maximum of 13 sick days per year. Unused sick leave days will accumulate to a maximum of 200 days. After the completion of the first school year of employment, beginning each July 1 the employees will be eligible to **immediately** use all of the 13 days they will accumulate during the upcoming school year, on the condition that these days may be deducted from their final pay

check and repaid to the District if they leave in advance of actual accrual. Accumulated sick days may be paid out only upon retirement under the conditions outlined within section 9.1.2 of the Agreement.

4.1.2 All regular part-time employees who work a minimum of 15 hours weekly will earn sick leave days on a pro-rata basis.

4.1.3 Sick leave days accrue July 1st through June 30th.

4.1.4 **Business/Emergency Days:** Employees will receive on July 1 three (3) paid Business or Emergency days per school year for business and emergency matters that cannot be handled after the workday. These days will be prorated for new employees from the date of hire. Requests for use of this leave shall be made at least two days in advance, except in emergency situations. Prior approval will be granted by the immediate supervisor or the Superintendent. Unused Business or Emergency days will be added to accrued sick leave days in the following year.

4.1.5 **Bereavement Days:** Leave for a death in the family shall be granted for a maximum of three (3) days per occurrence without loss of pay or benefits. Family shall be defined as: spouse, life partner, mother, father, son, daughter, legal guardian, legal ward, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, step child and step parent or other immediate family member residing in the household as a dependent for medical reasons on a permanent basis.

4.1.6 **Vacation:** Vacation leave without loss of pay or benefits will be granted on July 1 for all employees based upon the following schedule:

Years of service (beginning of)	Allotted vacation days
First July 1st after hire	*
Second July 1st after hire-4 years	10 days
5-8 years	13 days
9-14 years	15 days
15+ years	20 days

* for new employees, on the first July 1st after hire, the employee will be granted a pro-rated amount of vacation leave from the date of hire (based on 12 months service = 10 days vacation leave).

Supervisor and Superintendent must approve vacation requests prior to days being used. Vacation must be used in the year it is allotted. Vacation is not accumulated from year to year.

"Years of service" for purposes of calculating vacation leave means the period of employment calculated from the Board of Education hire date. However, in the event an employee separates from employment with the District and is later rehired, the rehire date shall be the new date for determining years of service.

An employee who leaves District service with accumulated but unused vacation pay shall be paid out the value of those unused days (up to a maximum payout of one year's allotted vacation days, if all are unused) at the employee's pay rate in effect at the time the employee leaves District service.

4.1.7 **Paid Holidays:** Employees will be paid for the following holidays: July 4, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Day before New Year's, New Year's Day, Martin Luther King , Jr. Day, Presidents' Day, Good Friday, Memorial Day and Columbus Day (beginning July, 2009). To be eligible for holiday pay, employees are required to work the last regularly scheduled work day before and the next regularly scheduled work day following the holiday. Approved paid leaves (bereavement, sick, vacation, personal or flex, where used in accordance with the terms of this contract) shall be counted as time worked prior to or following a holiday. In the event an employee is required to work on one of the stated holidays, that employee will receive a floating holiday. Floating holidays may be used at any time within the same school year with prior approval from the immediate Supervisor.

4.1.8 **Flex Days:** All employees will receive two (2) flex days without loss of pay or benefits per fiscal calendar year to be used on non-student attendance days. These days will be prorated for new employees from date of hire. Flex days are not cumulative and accrue from July through June.

4.1.9 **Inclement Weather Days:** If an employee is unable to report for work due to inclement weather conditions, the employee may use flex days, business/emergency or vacation time in lieu of loss of pay.

4.1.10 **Jury Duty:** An employee required to serve on jury duty will receive no loss of pay or benefits for up to twenty (20) working days on a jury duty assignment. All compensation received for Jury Duty will be turned over to the District except allowance for meals and mileage.

4.1.11 **Child Care Leave:** An employee with a minimum of one year of District service shall be entitled to a child care leave of absence without pay or benefits for a period of up to one year There will be one leave per birth or adoption which will begin within one year of the birth or adoption. An employee shall notify the Superintendent in writing sixty (60) days in advance of the commencement date of the leave. This sixty (60) day notice period may be adjusted by the District where circumstances do not afford an opportunity to provide such notice, and in such

cases, the employee shall supply as much notice as is practical. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Superintendent two (2) months prior to the date the leave expires. A child care leave may be terminated by mutual consent of the District and the employee in extenuating circumstances such as miscarriage or non-survival of the child. If an employee adopts a child, the employee may take a leave without pay or benefits (timing to be the same as above).

4.1.12 **Extended Illness:** An employee whose personal illness extends beyond his unused sick leave may be granted a leave of absence without pay consistent with Civil Service Law. Upon return from such leave an employee will be assigned to a substantially equivalent position.

4.1.13 **Partial-day Absences:** It is understood by the parties that there are valid, approvable circumstances that may cause an employee to be absent for a portion of a work day. Such absences may be used in quarter-hour increments.

4.1.14 **Emergency Closing:** During the school day, if the District dismisses the students as a result of inclement weather or other emergency, employees may be dismissed with full compensation. (This does not include minor release time adjustments of 30 minutes or less). If the District requires an employee to remain at work for more than one hour after the time the students are released, the District will compensate the employee for the additional time in excess of the first hour at the rate of time and one half their regular rate of pay.

Article 5 Work Hours

5.1.1 The workday for full-time employees covered by this agreement will be 8.5 hours, including a 30 minute duty free unpaid lunch.

5.1.2 The work day for part-time employees covered by this Agreement shall be scheduled by their supervisor.

5.1.3 For the purpose of payroll, the District workweek is 12:00 a.m. on Sunday up through 11:59:59 p.m. on Saturday. Specific starting and ending times for the workday will be determined by the immediate supervisor and District needs.

5.1.4 Any employee covered by this agreement who is required to work more than their scheduled daily hours due to an emergency situation, pending deadline or other special circumstances shall make every effort to notify their immediate supervisor. If notification is not possible, the supervisor must be notified as soon as possible. The employee should endeavor to schedule off an equal amount of time before the end of the work week. If the employee works more than 40 hours in a work week, the employee will receive compensatory time off or overtime pay. Compensatory time off is one and a half hours off for each hour of overtime worked. Overtime pay is pay at one and one half times the employee's rate of pay. Prior approval by the immediate supervisor is necessary for the use of compensatory time off. Accumulated compensatory time must be used by the end of the payroll period immediately

following the payroll period in which the overtime was worked, or it will be paid at the overtime rate in the next following payroll period.

5.1.5 With administrative approval, under special circumstances, an employee may change his/her work hours for the day, provided that the 8 hour workday is fulfilled.

Article 6 Vacancies

6.1.1 (a) The District will notify the Association President whenever a position in the unit becomes or is about to become vacant or a new position has been created. The notification will include the job title and associated duties of the person leaving the position, if applicable, and any duties the District intends to assign to or remove from the position. Association members will have five (5) working days after this notice to submit a letter of interest to the Superintendent. The District shall consider and interview each Association member submitting a letter of interest. If the District finds that the candidate and the requested transfer meet the expectations of the District, and the Civil Service Department expectations for that position, then the Superintendent shall recommend to the Board of Education the transfer of the candidate to the vacant position. The vacancy created by the transfer shall then be available for the submission of letters of interest by Association members. In the event the Civil Service Department issues a determination other than what is requested by the District, the District shall notify the requesting member and the Association President. The District will give both individuals a copy of the Civil Service determination. Should no internal candidate be transferred to the vacant position, the position shall be posted under subsection (b), below.

(b) **Positions available** - notice of new positions or vacancies within the Bargaining Unit not filled by transfer under subsection (a), above, and the qualifications for same will be posted. The Association will receive notice of the posted position/vacancy at least five (5) days before the position is to be filled. The District will consider all employee applicants as well as outside applicants for each posted vacancy. Nothing contained herein shall infringe upon the District's right to make job assignments or preclude the right of the District to hire employees from outside the District to fill vacancies. Employees who are successful in obtaining a new or different position within the Unit will do so without loss of seniority.

(c) Decisions by the District under Section 6.1.1 shall be in the sole discretion of the District and shall not be the subject of a grievance or arbitration. Specifically, employees denied a transfer or assignment to a vacant position, or the Association on the employee's behalf, may not file a grievance based upon their non-selection for a vacant position. However, nothing contained herein shall infringe on the right of the Association to assert procedural violations under this section.

6.1.2 Temporary assignments out of title.

(a) Will be voluntary.

(b) Part-time employees will be considered for available full-time positions.

6.1.3 **Temporary Appointments** – postings for positions that are intended to be filled on a temporary basis will state the approximate starting and ending dates of the position to be filled. Temporary positions will not exceed six (6) months duration.

6.1.4 Upon approval of the Board of Education of a new employee, transfer or change in job title for any employee represented by the Association, the Association will be notified in writing within five (5) working days of the appointment. The notice shall be sent to both the President and the Treasurer of the Association and will include the name, address and the date of his/her appointment.

6.1.5 **Probationary Service** – New employees to this bargaining unit must be Civil Service approved and meet the qualifications as posted. In addition, the employee must have passed or must pass the required Civil Service examination the next time administered. The Civil Service probationary period begins on the first day of employment following the date of the Board of Education approval for employees who have passed the required examination. Provisional employees will begin the Civil Service probationary period on the first day of employment after passing the required examination and upon appointment by the Board of Education. The six (6) months District probationary period will run concurrently with the Civil Service probationary period.

6.1.6 **Evaluations** – Employees will be evaluated on job performance by their Supervisor at least yearly. Evaluations may be conducted more frequently. Evaluations will be filed in the employee's personnel file. Newly hired employees, or employees who are new to the specific job, will be evaluated no later than 60 days from the date of hire or their start date in the specific job. Probationary employees shall also be evaluated just prior to the conclusion of their probationary period. The District will consult with the Association in developing its evaluation form(s).

6.1.7 **Personnel File** – There shall be one official personnel file for each employee represented by the Association. This file shall be maintained in the District office. An employee may inspect his/her personnel file upon reasonable notice and at a time mutually acceptable to the employee and the District. The employee may upon his/her request be accompanied during the inspection by an Association representative. The inspection will take place in the presence of the Superintendent or his designee. Prior to the inspection, pre-employment letters of reference will be removed from the employee's file. When the inspection takes place, the employee (and representative, if any) shall sign and date the form set forth in Appendix "B" stating that he/she has inspected his/her file. At the time of the inspection, the employee will be given a copy of any item (copy charge per District policy) in the file which he/she requests and shall sign and date a receipt therefore. Before an item critical of an employee is placed into the employee's file, it will be reviewed with the employee by the employee's supervisor or other District management employee. The employee will sign the item, indicating that he or she has reviewed it. The

employee may submit within thirty (30) calendar days a written, signed and dated statement regarding the item and such statement will be placed in the file.

Section 6.2 Discipline and Dismissal.

6.2.1 The procedure set forth in this Section 6.2 replaces the procedures set forth in Sections 75 and 76 of the New York State Civil Service Law for those employees who may otherwise be subject to such procedures. The procedure set forth in this Section 6.2 applies to all employees in the negotiating unit who have completed their initial period of probation following hire by the District; however, if an employee is terminated and subsequently rehired by the District, this procedure does not again become applicable to that employee until the period of probation following rehire is completed. With respect to an employee who has completed probation after hire or rehire, the District shall not discipline or dismiss an employee without just cause.

6.2.2 The District shall apply progressive discipline where appropriate. If circumstances warrant, the District need not apply progressive discipline, but may impose whatever penalty may be appropriate up to and including termination. Whenever an employee is disciplined or dismissed, written notice of the discipline or dismissal and the District's reasons therefore shall be given to the employee at the time or as soon thereafter as practicable, but in any case not later than the seventh working day after the District imposes discipline or dismissal. The action of discipline or dismissal shall take effect immediately or at a later date if so specified by the District. If the action by the District is not immediately effective, the Superintendent will schedule a meeting with the employee and the Association President or designee, to review the matter. A copy of the written notice shall be given to the Association President at the same time it is given to the employee, if the Association President is available or, in any case, as soon thereafter as is practicable.

6.2.3 If the employee believes that the discipline or dismissal is without just cause and chooses to contest it, the employee must file a written grievance to that effect directly with the Superintendent not later than the fifth consecutive work day after the day on which the employee received the written notice of discipline or discharge. Not later than the fifth consecutive work day after the day on which the Superintendent received the grievance, the Superintendent or his designee shall meet with the employee and an Association representative to discuss the grievance. The Superintendent or his designee must respond to the grievance in writing not later than the tenth working day after the day on which the meeting was held. If the Association believes that the discipline or dismissal was without just cause, it may appeal the grievance to arbitration, but it must do so not later than the tenth working day after the date of the decision of the Superintendent or designee. All the provisions of Article 11 of this Agreement shall apply to a grievance/arbitration under this Section except to the extent that Article 11 is in conflict with this Section, in which case, this Section is controlling. The decision of an arbitrator on a "just cause" grievance shall be final and binding. The pendency of a grievance or arbitration shall not suspend the effectiveness of a disciplinary or dismissal action.

Article 7 Health Insurance

7.1.1 **Eligibility:** All full-time employees covered by this Agreement.

7.1.2 **Duplicate Coverage:** An employee may not elect to receive health insurance coverage through the District and through another source. An employee may not have dual health insurance coverage.

7.1.3 **Non-participation:** Full-time employees electing not to participate in the District's health insurance plan or receive District reimbursement for all or part of their health insurance premium will receive an annual deposit of $2,550 per year in a health reimbursement account, 105 (h), managed by a third-party administrator to be selected by the District. This account may be used for un-reimbursed medical expenses as per IRS regulations. Funds that remain in the account at the end of the plan year will roll over into the employee's account for the next plan year. New full-time employees whose first year of employment will be less than the current school year shall receive a pro-rata contribution based upon the number of months actually worked. Thereafter, they will receive the annual contribution. The plan year shall be July to June.

7.1.4 Beginning on the first day of the first full month of employment, full-time employees may elect to participate in the basic group health insurance coverage offered through the Erie 1 BOCES Health Benefit Plan Trust ("Trust"). The District will contribute up to the following amounts toward the cost of single coverage in the reference school year:

Pre 09/01/95 Employees:	**District**	**Employee**
Family:	75%*	25%
Single:	75%*	25%
Post 09/01/95 Employees:	**District**	**Employee**
Family:		
2008-2009	40%	60%
2009-2010	40%	60%
2010-2011	45%	55%
2011-2012	50%	50%
Single:	75%*	25%

* Minimum District contribution for a family plan shall be $9,500 in 2008-2009 and 2009-2010, and $9,800 in 2010-2011 and 2011-2012. Minimum District contribution for a single plan shall be $3,500 in 2008-2009 and 2009-2010, and $3,600 in 2010-2011 and 2011-2012. Employees will pay the remaining cost, plus any additional cost if a more expensive option offered by the

Trust, is selected. These employees may not participate in the 105(h) health reimbursement account program.

7.1.5 **Post September 1, 1995:** For full-time employees hired after September 1, 1995, the District will contribute up to $3,250 in 2008-2009 and 2009-2010 and $3,350 in 2010-2011 and 2011-2012 toward the cost of the premium of any non-District health insurance plan in which the employee may elect to participate. These employees may not receive the "non-participation" benefit under 7.1.3, above.

7.1.6 **125 Flexible Benefit Account:** For those employees who will be paying a portion of their health insurance premiums, the District will automatically process the premium share or cost under the "health insurance premium" section of the 125 Flexible Benefit Account as per IRS regulation. All employees, full-time and part-time, may voluntarily participate in the District's 125 Flexible Benefit Plan. The plan will be administered by a third party administrator selected by the District. The plan year shall be July to June.

7.1.7 **Swipe Card and Fees:** The Administrative fees for the 125 Flexible Benefit Plan and the 105 (h) health reimbursement account will be paid by the District for each participant in the plan(s). In the event the District implements a "swipe card" or debit card system, this will be provided for the employees' use at no cost to the employee. The plan year shall be July to June.

Article 8 Salary

8.1.1 Employees hired after July 1, 2008 will start at no less than $9.50/hour. The starting rate for new hires shall typically be less than or equal to the lowest rate then being paid in the same title, but the Superintendent and the Board shall have the discretion to set the starting rate at any amount they deem appropriate.

8.1.2 Each unit member's rate of pay and scheduled increases is set forth in a Memorandum of Understanding ("MOU,") to be kept by the Superintendent and the Association President. The scheduled hourly rate increases in the MOU shall be as follows:

July 1, 2008	$.30 per hour
July 1, 2009	$.25 per hour
July 1, 2010	$.25 per hour
July 1, 2011	$.30 per hour

8.1.3 After completion of six (6) months of employment and a satisfactory evaluation, the Supervisor may make a recommendation to the Superintendent for a salary adjustment. Salary adjustment will not exceed 2% of starting salary.

8.1.4 **Longevity:** Full-time employees completing the following years of service as of July 1st (from date of hire), will receive a lump sum payment of $450:

12 years of service	$450
15 years of service	$450
20 years of service	$450

NOTE: Several employees identified in the December ____, 2005 Memorandum of Understanding between the District and the Association receive longevity pay which has been incorporated into their base salary; consequently, they are not entitled to all of part of the separate longevity payments to the extent identified in that Memorandum of Understanding.

In the 13th, 16th and 21st years and thereafter, the longevity sums will be added to the hourly base salary rate to continue every year.

"Years of service" for purposes of calculating longevity means the period of employment calculated from the Board of Education hire date. However, in the event an employee separates from employment with the District and is later rehired, the rehire date shall be the new date for determining years of service.

8.1.5 **Pay Period:** The present two week payroll periods will be continued subject to the school calendar and District's fiscal year.

8.1.6 **Salary Notice:** The District will provide each employee two copies of a salary notice, one of which is to be signed and returned to the Business Office by the employee.

Article 9 Retirement

9.1.1 Employee retirement is governed by the New York State, State Local and Municipal Employees Retirement System. A state mandated contribution from the employee's gross earnings will be deducted each pay period as required by law. See the Retirement System for specific details.

9.1.2 The District will provide to those employees (who were employed by the District on July 1, 2005) who have a minimum of twelve years of service to the District a payment upon retirement of $50 for each day of accumulated sick leave. For those hired after July 1, 2005, the District will pay $50 for each two days of accumulated sick leave upon retirement for employees with a minimum of twelve years of service to the District.

"Years of service" for purposes of calculating the retirement benefit in this section means the period of employment calculated from the Board of Education hire date. However, in the event an employee separates from employment with the District and is later rehired, the rehire date shall be the new date for determining years of service.

9.1.3 Employees represented by the Association are eligible for participation in the 403(b) plans (tax sheltered annuities) as provided through the District. Information on the plans may be obtained in the District Office.

Article 10 Miscellaneous

10.1.1 **Seniority List** – An annual list will be provided at the beginning of each fiscal year. The list will include the employees' names, dates of hire, job titles, job location, and Civil Service classification. Any grievance asserting any errors in any information on the seniority list must be raised within the time periods provided in ARTICLE 11 or such claim is waived with respect to any time frame preceding the date of the list.

10.1.2 **Mileage/Vehicle Usage** – No employee will be required by the District to transport any student in the employee's personal automobile. When no District vehicle is available, employees represented by the Association who are required to use their personal vehicle on the job will be reimbursed for miles driven by employing the District mileage reimbursement rate.

10.1.3 **Enhanced Educational Classes/Seminars/Workshops:** Time spent in actual attendance at meetings, workshops, conferences or training programs shall be paid at the applicable rate of pay including other reimbursable expenses, provided the employee's attendance at any such activity has received prior approval from their immediate supervisor. An education class offered by the District which will enhance the employee's job skills and which is approved by the employee's immediate supervisor may be taken by the employee. The tuition/fee for such classes will be paid by the District provided that space is available in the program. The approval for attendance at any such meetings, workshops, conferences, training programs or classes shall be in the discretion of the District.

Article 11 Grievance Procedure
Grievance Procedure And Arbitration

Section 11.1 General Provisions

11.1.1 A grievance is the complaint by an employee of an alleged violation of any of the terms and conditions of this agreement.

11.1.2 A Grievant is an employee who has a grievance, but if the grievance involves 2 or more of the employees, the Grievant may be the Association. If the Grievant is an employee, he must submit his grievance at Step 1. If the grievant is the Association, it must submit the grievance at Step 2.

11.1.3 An employee shall perform all duties as instructed even though he may feel himself aggrieved.

11.1.4 As used in this Section, term "supervisor" means any department supervisor, principal, assistant principal, or immediate supervisor of the area in which an alleged grievance arises except the executive officer.

11.1.5 In all cases of time limits provided in this Section. The computation of working days shall exclude Saturdays, Sundays and all days on which members of the Association are not working. It is essential that the time limits set forth in this Section be strictly adhered to by the parties and employees. However, the parties may by mutual consent extend any such time limit, provided that such extension must be evidenced by a written memorandum. Consent to an extension must not be withheld unreasonably by either party.

11.1.6 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the minimum terms and conditions of employment set forth in this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party.

11.1.7 If an answer is not given on or before the last day of a time limit set in Section 11.2 of this Agreement, the grievance may be appealed as though the answer had been given on such last day. If a grievance is not appealed on or before the last day of an appeal time limit set forth in this Article, the grievance shall be deemed satisfied by the District's last answer.

11.1.8 The purpose of grievance meetings is twofold. The first purpose is to bring out all the facts relevant to the grievance. The parties and all persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

11.1.9 **Pay for Grievance Meetings:** If an employee is required by the district to attend a grievance meeting with the Superintendent or a supervisor or she attends such a meeting accompanied by a NYSUT representative (not to exceed one such representative) she shall suffer no loss in pay for such attendance. Leave under Section 3.1.8 need not be applied.

Section 11.2 Grievance Procedure

11.2.1 **Step IA** A grievance, other than a grievance which must be submitted directly at Step 2, must be submitted orally by the grievant to his supervisor not later than the third working day after the day of the occurrence out of which the grievance arises.

The supervisor has three working days after the submission in which to answer the grievance orally. If the grievant is not satisfied with the answer, he has three working days after the day on which the supervisor gives his answer to submit a written grievance to his supervisor at Step IB. To properly submit a grievance, the grievant must answer completely all questions on the grievance form shown in Appendix A of this Agreement.

11.2.2 **Step IB** If the grievant does not submit a written grievance to his supervisor before the submission time expires, the grievance is deemed satisfied by the Step IA answer. The supervisor has five working days after the day on which the written grievance was submitted to answer the grievance in writing. If the grievant is not satisfied with the answer, he has five working days after the day on which the supervisor gives his answer to appeal the grievance in writing to the Superintendent at Step 2.

11.2.3 **Step 2** If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step IB answer. If the grievance is one which must be submitted directly at Step 2, it must be submitted in writing directly to the Superintendent not later than the fifth working day after the day of the occurrence out of which the grievance arises. Not later than the fifth working day after the day on which the grievance is received by the Superintendent, the parties must agree on the date for a Step 2 meeting of the grievant, the Superintendent (or his designee) and a representative of the Association.

The Superintendent (or his designee) must answer the grievance in writing not later than the tenth working day after the day on which the Step 2 meeting was held.

11.2.4 **If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the step 2 answer.**

11.2.5 If the employee and association are not satisfied with the Step 2 answer, the Association may submit the grievance to arbitration by written notice to the Superintendent within 15 school days of the decision at Step 2, provided however, that only a grievance which claims that a provision of this Agreement has been violated may be submitted to arbitration.

11.2.6 The Association shall give notice of its decision to submit a grievance to binding arbitration by sending a letter to the American Arbitration Association (AAA) with a copy to the office of the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the office of the Superintendent a list of fifteen (15) names of arbitrators competent in the area of the grievance. Within ten (10) school days of the day on which it receives its copy of the list, each party will return its copy with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the (15) names and the foregoing process will be repeated. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.

11.2.7 The selected arbitrator will hear the matter promptly and will issue his decision not later than fifteen (15) schools days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues.

11.2.8 The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

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

11.2.10 The costs for the service of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

Article 12 Duration of Agreement

Section 12.1 This Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect through June 30, 2012.

PIONEER PROFESSIONAL ASSOCIATION

By Pamela Bradford

PIONEER CENTRAL SCHOOL DISTRICT

By Jeff Bell

Dated: 8-20-09

GRIEVANCE FORM

To: _____
(Supervisor's Name)

(1) Who is grieving:*

Name: _____

Classification: _____

(2) What the District did or failed to do that the grievant(s) object to:

(3) Date on which occurrence took place:

(4) Specific section(s) of the Agreement violated by the District's action or failure to act:

(5) Action the grievant(s) believes the District should take to remedy the foregoing situation:

Grievant's Signature

*** If there is more than one grievant, the same information must be listed and each must sign on an attached sheet. When the Association is the grievant, the President of the Association may sign for the Association.**

NOTE: This side to be initialized by both parties.

(1) Date of occurrence out of which the grievance arose:

(2) Date oral grievance given to Supervisor:

(3) Date supervisor gave oral answer at Step 1A:

(4) Date written grievance received by supervisor:

(5) Date of Step 1 B answer (copy attached):

(6) Date appeal received by Superintendent:

(7) Date of Step 2 meeting:

(8) Date of Step 2 answer (copy attached):

APPENDIX A

PERSONNEL FILE INSPECTION FORM

I have inspected my personnel file located in the District Office following the procedure defined in the Agreement between the Pioneer Central School District and the Pioneer Professional Association.

Employee's signature: _____

Representative's signature: _____

Date: _____