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#### Contract Database Metadata Elements

Title: **Chateaugay Central School District and Chateaugay Central School District Non-Teaching Unit, Civil Service Employees Association (CSEA), Local 1000, AFSCME, AFL-CIO (2006)**

Employer Name: **Chateaugay Central School District**

Union: **Chateaugay Central School District Non-Teaching Unit, Civil Service Employees Association (CSEA), AFSCME, AFL-CIO**

Local: **1000**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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COUNSEL

# AGREEMENT BETWEEN

The Chief Executive Officer of the  
CHATEAUGAY CENTRAL SCHOOL

And the

CSEA LOCAL 1000 AFSCME/AFL-CIO

7/1 6/30  
2007-2010

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The Chateaugay Central School District, in recognition of the obligations imposed by Title IX of the Education Amendments of 1972, hereby affirms its intent to comply with the provisions of the Act to the end that: **NO PERSON IN THE UNITED STATES SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE. FOR FURTHER INFORMATION OR TO FILE A COMPLAINT, CONTACT THE COMPLIANCE OFFICIAL - PAUL M. HARRICA.**

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ARTICLE I

AGREEMENT

- A. In accordance with provisions set forth in Local 392 of the laws of 1967, as amended (the Public Employees' Fair Employment Act), this agreement is made between the Superintendent of Schools of the Chateaugay Central School District (hereinafter referred to as the Superintendent) and the Chateaugay Central Unit of the Franklin County Local Civil Service Employees Association, Inc. (hereinafter referred to as non-teaching employees).
- B. This agreement constitutes mutual promises concerning terms and conditions of employment between the Superintendent and the non-teaching employees and is a binding contract, for the period set forth herein, except as to any provisions herein which require approval of the Legislative body (the Chateaugay Central School District Board of Education) and to those provisions when the Legislative body gives its approval.
- C. The Superintendent and the non-teaching employees recognize that the School District must operate in accordance with the statutory provisions of the New Your State Law, New York State Education Department and the Rules and Regulations of the Commissioner of Education. The legal responsibilities of the Board of Education cannot be reduced, negotiated away, or delegated.
- D. It is further expressly understood and agreed that this Agreement is subject to the provisions of Article XIV of the Civil Service Law of the State of New York.
- E. In accordance with Section 204a of the Taylor Law: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATIONS BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II

RECOGNITION

The Chateaugay Central School Board of Education, having determined that the CSEA Local 1000 AFSCME/AFL-CIO, is supported by a majority of the non-teaching personnel hereby recognizes the CSEA Local 1000 AFSCME/AFL-CIO as the exclusive negotiating agent for the employees in such unit with the exception of Department supervisors, (Transportation, Custodial, Cafeteria and Secretarial) and employees classified as Management/Confidential.

A list of such employees and their job descriptions will be provided to the CSEA Local 1000 annually upon request. Such recognition shall be for the maximum period allowable under Section 208C and will be in accordance with Section 207 of the Public Employees Fair Employment Act. Furthermore, such recognition shall be continuous unless challenged by a BONA FIDE employee organization showing membership and support of at least 30% of the employees in such negotiation unit within the thirty days before expiration of the period of unchallenged representation status accorded pursuant to Section 208C of the Public Employees Fair Employment Act.

## ARTICLE III

DUES DEDUCTION

- A. The Employer shall deduct from the wages of the employees and remit to the Association regular membership dues for those employees signed authorization permitting such payroll deductions. Payroll deductions of dues shall be remitted to the Civil Service Employees Association, Inc., PO Box 7125, Capitol Station, Albany, NY 12210 on a payroll period basis.
- B. Agency Fee - The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, New York 12210. The Association affirms that it will adopt such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York.
- C. Separate deductions will be made for membership dues, agency shop fees, Group Life, Accident, Automobile, Homeowner's, Sickness, and Supplemental Life insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program.

Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:

Membership Dues/payable to CSEA, Inc.  
Agency Shop Fees/payable to CSEA, Inc.

All Insurances/payable to Jardine Emmett & Chandler, Inc.

## ARTICLE IV

RETIREMENT

Provide each non-teaching employees with a New York State Employees Retirement Plan in accordance with the provisions and regulations of the current retirement and social security laws of the State of New York as follows:

Tier I and II: Plans 75-I, 41-J

Tier III: Plans A14, 41-J

Tier IV: Plans A15, 41-J

## ARTICLE V

HEALTH INSURANCE

Health insurance will be provided through the FEH Health Insurance Consortium as delineated in the Memorandum of Understanding dated 9/12/96 and subsequently amended. Copies of the original memorandum and all subsequent amendments are available in the Main Office.

In the event that the Health Insurance Consortium Memorandum of Understanding is dissolved or broken, the moratorium on health insurance bargaining is null and void. It is agreed, that the Chateaugay Central School District and the Chateaugay Central School Non-Teaching Unit will reopen negotiations for the sole purpose of dealing with Health Insurance issues.

In the event the Board wishes to withdraw from the Consortium in order to change plans, it will provide a plan equal to or better then the current plan.

In the event a dispute arises concerning such withdrawal, the remedy will be through the binding arbitration provision of the Agreement.

The District will pay 100% if the health insurance premium for individual or family (individual + dependent) coverage for all employees with the following exception; an individual employed as a 2 ½ hour monitor, 3 hour bus monitor, 2 hour food service helper, 3 hour food service helper, or a 4 hour cleaner is not eligible for health insurance coverage. However, if the event one person holds two of these positions simultaneously, they will be eligible for fully paid health insurance coverage.

The positions of after school monitor (Latchkey) do not qualify for health insurance coverage even if held in combination with the other short hour positions listed above.

Additionally the Board agrees to pay 100% of the cost for coverage for retired employees and their dependents when the following conditions have been satisfied:

1. Have a minimum of 10 years of service to Chateaugay Central School in a position or positions that qualified the unit member for health insurance coverage.
2. Be eligible for either a disability or service retirement through the New York State Employees' Retirement System.
3. Be actively enrolled in the current health insurance plan at the time of retirement.

4. Actually retire into the NYS ERS. The District may require evidence that the member has an application to retire on file as of the stated date of retirement.

Active unit members who are eligible for family coverage, other than those eligible for "Super" family coverage within the FEH Health Insurance Consortium, shall have the option to decline health insurance and prescription drug coverage in return for a yearly cash payment as described below. Members must apply annually to the Business Office for payment in lieu of coverage. For married employees the application shall include the signature of the spouse of the unit member indicating awareness and approval of the application. Applications shall be for the period October 1 through September 30 and must be submitted by September 20<sup>th</sup>.

The payment for waiving family health insurance and prescription drug coverage shall be \$1,500. This amount is considered ordinary income, but may be used to increase the amount set aside for un-reimbursed medical expenses or dependent childcare.

The option to receive payment in lieu of coverage may be exercised each year and such amount shall be paid to the unit member in equal installments (22 or 26) as determined by the number of months worked.

Active employees shall have the right to have their insurance coverage reinstated immediately upon major "change of circumstances" such as death or divorce. (See the Plan Document for complete list.) Absent such a change, reinstatement is available only at the open enrollment date of October 1. Preexisting conditions will be covered with no waiting period.

If a unit member re-enrolls, payment in lieu of coverage will be prorated appropriately.

This agreement, or use thereof, will not diminish in any way a unit member's right to district paid coverage during retirement, COBRA coverage, surviving spouse coverage, or any other benefits guaranteed by the FEH Health Insurance Consortium, the negotiated employees' contract, or existing law.

Unless extended by subsequent negotiations, this agreement shall be effective only from the date of ratification until June 30, 2010 and may only be exercised for the period from October 1, 2006 to September 30, 2007 and/or the period from October 1, 2007 to September 30, 2008, and/or the period October 1, 2008 to September 30, 2009 and/or the period October 1, 2009 to September 30, 2010.

## ARTICLE VI

### PHYSICAL EXAMINATIONS

The Board of Education may require a physical examination of any employee at any time it appears that an employee's fitness to carry on the normal responsibilities of their assignment is in doubt.

Such examination may be made by the school physician (at school expense) or by a doctor of the employee's choice (at employee expense) and will include a written report by the doctor concerning the employee's fitness to carry out his normal assignment.



ARTICLE VII-A

VACATION

The district will provide all 12-month full time salaried employees with a vacation allowance based on years of services as follows:

Note: Vacation allowance is credited each July 1<sup>st</sup> based on previous 12-month service.

- a) during the first year (or part there of) - no vacation
- b) at the beginning of the 2<sup>nd</sup> year - 2 weeks
- c) at the beginning of the 3<sup>rd</sup> year - 2 weeks
- d) at the beginning of the 4<sup>th</sup> year - 2 weeks
- e) at the beginning of the 5<sup>th</sup> year - 2 weeks
- f) at the beginning of the 6<sup>th</sup> year - 3 weeks
- g) at the beginning of the 7<sup>th</sup> year - 3 weeks
- h) at the beginning of the 8<sup>th</sup> year - 3 weeks
- i) at the beginning of the 9<sup>th</sup> year - 3 weeks
- j) at the beginning of the 10<sup>th</sup> year - 3 weeks
- k) at the beginning of the 11<sup>th</sup> year - 4 weeks
- l) each subsequent year - 4 weeks

Note: Persons hired during the school year will receive a pro-rated vacation allowance for their second year and after that a full credit from each year worked. Example: a person hired in January 2006 would be eligible for 1 week's vacation July 1, 2006 and 2 weeks vacation July 1, 2007.

Note: An employee moving to a 12-month full time salaried position from another position in the district will have an individual determination made at the time of hiring as to salary and years of credit for vacation allowance.

All employees will utilize their vacation allowance each year. Vacation time is to be scheduled at the discretion of the administration and the immediate supervisor. Employees with more than 2 weeks vacation are encouraged to use at least 2 weeks during the summer.

ARTICLE VII-B

HOLIDAYS

- A. All 12-month employees shall receive fourteen paid holidays for the duration of this agreement. Holiday calendar for 12-month employees will be published by June 30 each year.
- B. If Native American day becomes a recognized national holiday, all 12 month employees will be paid for said holiday.
- C. Each of the fourteen (or fifteen) paid holidays will count as time worked in the week in which they occur for the purpose of determining eligibility for overtime and in the calculation of overtime premium to be paid.

## ARTICLE VIII

LEAVE POLICYA. Sick Leave:

Employees shall be granted cumulative sick leave for personal illness at the following rates:

1. a) 10 month employee's 12 days sick leave per year cumulative to 180 days.
- b) 12 month employees 14 sick days leave per year cumulative to 200 days.

Day here means the period of time the employee is regularly scheduled to work.

2. Sick leave may not be used in units smaller than ½ day.

Sick leave shall not be used for other than personal illness except as provided in subdivision (B) and (C) of this article.

Claiming a "sick day" not in conformity with the intent of this provision will result in disciplinary action as determined by the Superintendent of Schools including the possibility of up to a five day suspension without pay. Repeat offenders will be referred to the Board of Education for such action as they deem appropriate.

B. Serious Family Illness:

Employees may be granted a maximum of five (5) days leave, to be deducted from sick leave, for serious illness in the immediate family. Up to five additional days may be granted in the case of grave life threatening illness or injury at the discretion of the Superintendent.

C. Death in Immediate Family:

Employees may be granted up to three (3) days leave for each occurrence of death within the immediate family; such leave shall not to be deducted from sick leave.

D. Extended Sick Leave:

In the event an employee has exhausted his sick leave, he may request with the approval of the negotiation committee of CSEA and the Board of Education's consideration for granting up to fifteen days of extended sick leave (20 days for 12 month employees). Sick leave granted under this provision will be repaid by the employee by using any accumulated sick leave days remaining at the end of each school year until the days extended are repaid.

E. Court Subpoenas:

Any employee who is subpoenaed as a jury member, witness, or principal in a court of law shall be granted leave without financial loss or loss of leave days. Leave under the provisions of this paragraph shall be limited to three days per year with the exception of jury duty.

F. Extended Leave:

1. A leave of absence without pay or increment up to one (1) year may be granted for personal reasons at the discretion of the Board.
2. Any employee whose personal illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay for a period not to exceed one (1) year or until recovery whichever occurs first.
3. During a leave of absence without pay, there is not accrual of vacation credit, sick leave or other leave credit nor any retirement credit.
4. During a leave of absence without pay, subject to and consistent with the Group Health Insurance Plan, coverage may be continued provided direct payment of the total premium is made through the School Business Office as prescribed. Failure to make timely premiums will result in cancellation of coverage.
5. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position. An employee who returns from such leave will receive the same rate of pay that he/she received when the leave commenced unless entitled to an annual negotiated increase, as detailed below. To receive any annual negotiated increase in rate of pay in either the year of return or the following year, an employee who has been granted an unpaid leave of absence, must work more than one-half of his/her scheduled days in the previous school year (July 1- June 30).
6. All requests for extended leaves or extensions or renewals of such leave will be applied for in writing and, if granted, formal notification will be in writing.
7. An employee on a leave of absence for a year shall notify the Superintendent as to his intention to return to service at least three months prior to the expiration date of such leave. Where a leave of absence without pay has been granted for a period which aggregates a year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for three months immediately preceding the subsequent leave of absence. Absence on leave for more than one year shall be deemed the equivalent of a resignation for the service upon the date of commencement of such absence.

G. Personal Leave:

1. Each employee shall be entitled to three (3) days personal leave at full pay non-cumulative, per year. Requests for personal leave shall be submitted to the appropriate supervisor and school administrator at least 24 hours in advance.

In case of emergency, advance notice is waived and shall be submitted on the next working day. Although employees need not specify the exact nature of the use of personal leave, it is understood by both parties that the intended purpose of personal leave is limited to instances of personal business and essential obligations that are impossible to transact out the normal working day. For ten month employees personal leave may not be used to extend vacation time without prior authorizations by the Board of Education as a result of a written request. For twelve month employees personal leave may not be used adjacent to any of the fourteen paid holidays without prior authorization by the Board of Education as a result of a written request.

2. A request for one day of "time off without pay" should be submitted to the superintendent for his action at least 24 hours in advance. In case of emergency, this may be waived and the request submitted the day the employee returns to work. This option should be utilized when time requested does not legally or ethically qualify for sick or personal leave as provided under this agreement.

Request which involve more than one day or which could be construed as extending vacation time (as in #1) must be submitted to the Board of Education, in writing, with stated reason, for their action.

3. The number of employees permitted to be absent any one time for personal leave shall be determined by the appropriate supervisor and school administrator.
4. Unused personal leave shall be transferred to accumulated sick leave at the end of school year.

H. Compensable Injury Leave:

1. Whenever an employee is absent from school as the result of a compensable personal injury caused by an accident arising out of or in the cause of his employment, he/she will be paid in full salary for a total of not to exceed 26 weeks.
2. No part of such absence will be charged to his/her annual or accumulated sick leave provided Workers Compensation is granted.
3. No obligation shall be imposed upon the District to make payments under this sub-division until such time as it has received notice that the claim is not to be controverted or notice has been received that an award has been made and the time to appeal therefore has expired.
4. Nothing herein contained shall be so construed as to deprive the District of the right to reimbursement to the extent of its payment to the employee as provided by the Workers Compensation Law or to recover such payments from the procurer of a third party action.

I. Union Leave:

Union Leave: CSEA elected officers are hereby granted a total of five (5) days leave annually to attend workshops, training sessions and such days are not to be deducted from sick leave, personal leave, etc.

ARTICLE IX

TRANSPORTATION - OTHER

A. Incidental driving will at the rate of:

2006-07	\$14.17/hour with a minimum of \$21.26
2007-08	\$14.71/hour with a minimum of \$22.07
2008-09	\$15.27/hour with a minimum of \$22.90
2009-10	\$15.85/hour with a minimum of \$23.77

B. Incidental driving will be assigned by the route manager based on existing policy, i.e.:

- a. All regular drivers wishing to be considered for incidental driving will be listed in order of seniority.
- b. Drivers will be advised of trips in advance, if possible, and they must indicate their desire to make the run to the route manager. \*
- c. In assigning runs, the route manager will keep driving records and attempt to divide total annual driving time as equitably as possible.
- d. If regular drivers are not available, substitute drives will be assigned next, then full time employees. Emergency situations may require assigning drivers as available. \*
- e. Each regular driver is subject to being assigned to a maximum of two incidental trips during the school year. Assignment to be made by the route supervisor on the basis of "reverse" seniority in the event that no signs up take the trip. \*

\*These provisions are further defined in the administrative policy; INCIDENTAL DRIVING GDI-A which may be amended, when needed, to meet changing circumstances.

C. Meal allowance for bus drivers who are on a trip which includes the regular noon or evening meal hour will be reimbursed up to \$7.50 per noon meal and up to \$10.00 per evening meal upon presentation of proper vouchers and shall be paid in the manner prescribed by law for such expenditures. Meal allowances for trips extending beyond a 24-hour period or to locations more than 100 miles from CCS will be determined on an individual basis according to the circumstances involved.

D. School bus drivers must comply with all legal requirements as determined by State Education Department regulations, Department of Transportation and Department of Motor Vehicles. The District will keep drivers informed of legal requirements and will provide in-service educational opportunities as needed.

- E. 1. Each regular driver shall be responsible for keeping his bus refueled, swept out and clean on the inside. Each driver shall sweep his bus at least once a week and pick up litter every day.  
  
2. Any time a driver uses a bus other than the one normally drives, it will be his responsibility to leave that bus in as clean a condition as when he took it and to refuel as necessary.
- F. Rate of pay for all regular drivers who might drive kindergarten, double dismissal or Head Start trips will be as follows:  
  
2006-07 - \$23.15/trip  
2007-08 - \$24.03/trip  
2008-09 - \$24.94/trip  
2009-10 - \$ 25.89/trip
- G. Any regular Bus Driver (540 hour employee) assigned a permanent double dismissal run will receive payment for that run when they use either a sick leave day and/or any other approved leave day.

ARTICLE X

TWELVE-MONTH EMPLOYEE WORK SCHEDULE

- A. The work schedule for all twelve-month employees as established each year is to be followed regardless of any modifications to the school calendar. NOTE: If for any reasons, the 12-month calendar is modified during the year, the employees will not receive less total holidays than provided in the original schedule.
- B. Employees who are unable to report to work because of inclement weather may use any one of the following options in lieu of reporting for work on said days:
  - 1. Deduction of one day accrued vacation time.
  - 2. Deduction of one day personal leave.
  - 3. Use of time off without pay.

The employee who fails to work will notify the business office within five (5) workdays of the inclement weather day of the option being selected.

ARTICLE XI

OVERTIME WORK - MAINTENANCE AND OPERATION EMPLOYEES

Overtime work will be assigned by the Building Maintenance Supervisor based on existing policy, i.e.:

- A. All Maintenance and Operation employees wishing to be considered for overtime work will be listed in order of seniority.
- B. Maintenance and Operation employees will be advised of overtime work in advance, if possible, and they must indicate their desire to work to the Building Maintenance Supervisor.
- C. In assigning work the Building Maintenance Supervisor will keep and attempt to divide total annual overtime as equitably as possible.

- D. Each Maintenance and Operation employee is subject to being assigned to a maximum of two overtime assignments during the school year. Assignments are to be made by the Building Maintenance Supervisor on the basis of "reverse" seniority in the event that no one signs up to take the overtime work.

ARTICLE XII

VACANCIES AND NEW JOB OPENINGS

- A. All employees covered by this negotiated agreement acquire seniority for the purpose of layoff, recall, and application for a vacant unit position for the date of Board appointment, subject to the conditions of this article.

1. For the purpose of layoff and recall, seniority is defined as continuous service within the job title:

Previous continuous service within a department shall be added to a unit member's seniority in his/her current job title, provided that there is no break in total continuous service.

2. For the purpose of application for a vacant unit position, seniority is defined as continuous service within a department.

3. Continuous service is broken by:

- a. resignation
- b. discharge
- c. refusing recall
- d. retirement
- e. not being reinstated within one year

4. Substitute employees do not acquire seniority and substitute experience in the District shall not be counted toward seniority.

5. Prior to October 1<sup>st</sup> of each year the Superintendent shall prepare and submit to the President of the local unit of CSEA seniority lists for each of the several departments within the bargaining unit. The President shall inform the Superintendent, in writing, of the accuracy of the lists prior to October 15<sup>th</sup>.

- B. Vacancies and New Job Openings

1. When the Board of Education has determined that a new job assignment or vacancy exists, the President of the local unit of CSEA will be notified in writing. The President shall be provided with sufficient copies to notify all employees covered by the negotiated agreement as well as substitutes. It shall be the President's duty to distribute such notices. Such positions will not be filled until a minimum of 10 calendar days have lapsed from the date the President was notified of the vacancy.

2. For the purpose of filling vacancies or new job openings in the bargaining unit, the District shall consider both the applicant's seniority and his/her skills and abilities. Seniority shall be the determining factor when in the sole judgment of the District the affected applicants' skills and abilities are equal. Skills and abilities shall be at least the minimum requirement on file for the position at the Franklin County Civil Service Personnel Office.
3. When a vacancy is filled from within the system and is of a promotional nature as defined below, the employee's salary in the new position will be greater than in the previous position.

The following job changes are considered promotions:

Operation & Maintenance  
Cleaner to Custodian

School Lunch  
FSH-2 hrs. to FSH-3 hrs.  
FSH-3 hrs. to FSH-6 hrs.  
FSH-6 hrs. to FSH/Cashier  
to Cook

Transportation  
Bus Driver/Laborer 10 months to Bus Driver/  
Laborer 12 months  
to Bus Driver/  
Mechanics Helper  
  
Bus Driver/Laborer 12 months to Bus Driver/  
Mechanics Helper

#### ARTICLE XIII

#### CSEA USE OF SCHOOL FACILITIES

- A. Use of office copier and equipment for CSEA business pertaining to employees of the school providing that:
  1. School does not provide any materials - paper, envelopes, etc.
  2. The use of said equipment does not disrupt school business operation or procedures as determined by the administration.



ARTICLE XIV

SALARY

A. All employees covered by this agreement and currently employed will receive an increase of 3.8% each year of this agreement with no provision for increments due to length of service. New employees will receive a starting salary within the range established for each position each year and thereafter be treated as the present employees will be; i.e. annual increase of 3.8% for the life of this agreement.

B. Out of Title Work

Any employee required to work for a continuous period of five or more days in a job title which pays a higher rate than does his/her regular job shall receive a higher rate as indicated below for all hours worked in that job. The weekly rate will be pro-rated for weeks during which a holiday occurs.

Building Maintenance Worker for Head Building Maintenance Worker	- \$75/wk
Cleaner for Custodian	- \$10/wk
Food Service Helper 6 hrs. for Cook	- \$10/wk

C. One Cook also receives a \$500 stipend for supervisory duties.

The custodian, who, during weeks worked in vacation periods, supervises student workers and/or substitute cleaners will be paid \$100/week for any continuous period of five or more days. The weekly rate will be prorated for weeks during which a paid holiday occurs.

The night custodian will receive a stipend of \$500/year for coordination and supervision of after school and evening activities.

CSEA STARTING SALARIES

Title	Lunch	Hours to calculate hourly rates	2006-2007 starting salary range for new hires based on qualifications/experience/training	
Bus driver		540	8407	to 10508
Bus driver/laborer-10 months	Duty Free	1440	18682	23352
Bus driver/laborer-12 months	Duty Free	2080	23352	29190
Automotive Mechanic	Duty Free	2080	26388	32985
Cook-7hours	On Call	1260	14011	17514
FSH-Cashier	On Call	1440	15412	19265
FSH-7hours	On Call	1260	12260	15325
FSH-6hours	On Call	1080	10625	13281
FSH-5hours	On Call	900	8874	11092
FSH-3hours	-	540	5371	6713
O/M Bldg Maint. Worker	Duty Free	2080	26271	32838
O/M Custodian	On Call	2080	23819	29774
O/M Cleaner	Duty Free	2080	22885	28606
O/M Cleaner(PT)	-	720	7940	9925
Teacher aide	Duty Free	1260	16230	20288
Kindergarten aide	Duty Free	1080	13895	17368
Library aide	-	720	7356	9195
Bus monitor	-	540	5604	7005
Latchkey monitor	-	540	4670	5837
Noon Hour monitor	-	450	5044	6305
Registered Nurse	On Call	1380	21017	26272
Licensed Practical Nurse	On Call	1365	19850	24812
Secretary-HSP/Guidance	On Call	1520	17514	21893
Secretary-Elem Principal	On Call	1520	17514	21893
Secretary Main Office	On Call	1520	16346	20433

CSEA STARTING SALARIES

Title	Lunch	Hours to calculate hourly rates	2007-2008 starting salary range for new hires based on qualifications/experience/traning	
Bus driver		540	8726	10908
Bus driver/laborer-10 months	Duty Free	1440	19392	24240
Bus driver/laborer-12 months	Duty Free	2080	24239	30299
Automotive Mechanic	Duty Free	2080	27391	34238
Cook-7hours	On Call	1260	14543	18179
FSH-Cashier	On Call	1440	15998	19997
FSH-7hours	On Call	1260	12726	15907
FSH-6hours	On Call	1080	11029	13786
FSH-5hours	On Call	900	9211	11514
FSH-3hours	-	540	5575	6968
O/M Bldg Maint. Worker	Duty Free	2080	27269	34086
O/M Custodian	On Call	2080	24724	30905
O/M Cleaner	Duty Free	2080	23754	29693
O/M Cleaner(PT)	-	720	8241	10302
Teacher aide	Duty Free	1260	16847	21059
Kindergarten aide	Duty Free	1080	14423	18028
Library aide	-	720	7636	9545
Bus monitor	-	540	5817	7271
Latchkey monitor	-	540	4847	6059
Noon Hour monitor	-	450	5235	6544
Registered Nurse	On Call	1380	21816	27270
Licensed Practical Nurse	On Call	1365	20604	25755
Secretary-HSP/Guidance	On Call	1520	18180	22725
Secretary-Elem Principal	On Call	1520	18180	22725
Secretary Main Office	On Call	1520	16968	21209

## CSEA STARTING SALARIES

Title	Lunch	Hours to calculate hourly rates	2008-2009 starting salary range for new hires based on qualifications/experience/training	
Bus driver		540	9058	11322
Bus driver/laborer-10 months	Duty Free	1440	20129	25161
Bus driver/laborer-12 months	Duty Free	2080	25160	31450
Automotive Mechanic	Duty Free	2080	28432	35540
Cook-7hours	On Call	1260	15096	18870
FSH-Cashier	On Call	1440	16606	20757
FSH-7hours	On Call	1260	13209	16512
FSH-6hours	On Call	1080	11448	14310
FSH-5hours	On Call	900	9561	11951
FSH-3hours	-	540	5787	7233
O/M Bldg Maint. Worker	Duty Free	2080	28305	35382
O/M Custodian	On Call	2080	25664	32080
O/M Cleaner	Duty Free	2080	24657	30821
O/M Cleaner(PT)	-	720	8555	10693
Teacher aide	Duty Free	1260	17487	21859
Kindergarten aide	Duty Free	1080	14971	18713
Library aide	-	720	7926	9908
Bus monitor	-	540	6038	7548
Latchkey monitor	-	540	5032	6290
Noon Hour monitor	-	450	5434	6793
Registered Nurse	On Call	1380	22645	28306
Licensed Practical Nurse	On Call	1365	21387	26734
Secretary-HSP/Guidance	On Call	1520	18871	23588
Secretary-Elem Principal	On Call	1520	18871	23588
Secretary Main Office	On Call	1520	17612	22015

## CSEA STARTING SALARIES

Title	Lunch	Hours to calculate hourly rates	2009-20010 starting salary range for new hires based on qualifications/experience/training	
Bus driver		540	9402	11753
Bus driver/laborer-10 months	Duty Free	1440	20894	26117
Bus driver/laborer-12 months	Duty Free	2080	26116	32646
Automotive Mechanic	Duty Free	2080	29512	36890
Cook-7hours	On Call	1260	15670	19587
FSH-Cashier	On Call	1440	17237	21546
FSH-7hours	On Call	1260	13711	17139
FSH-6hours	On Call	1080	11883	14854
FSH-5hours	On Call	900	9924	12406
FSH-3hours	-	540	6006	7508
O/M Bldg Maint. Worker	Duty Free	2080	29381	36726
O/M Custodian	On Call	2080	26639	33299
O/M Cleaner	Duty Free	2080	25594	31993
O/M Cleaner(PT)	-	720	8880	11100
Teacher aide	Duty Free	1260	18152	22690
Kindergarten aide	Duty Free	1080	15540	19425
Library aide	-	720	8227	10284
Bus monitor	-	540	6268	7835
Latchkey monitor	-	540	5223	6529
Noon Hour monitor	-	450	5641	7051
Registered Nurse	On Call	1380	23506	29382
Licensed Practical Nurse	On Call	1365	22200	27750
Secretary-HSP/Guidance	On Call	1520	19588	24485
Secretary-Elem Principal	On Call	1520	19588	24485
Secretary Main Office	On Call	1520	18282	22852

## ARTICLE XV

GRIEVANCE PROCEDUREPurpose:

It is the policy of the Superintendent and the employees that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Definitions:

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application. Additionally any employee, other than a probationary employee, will have the right to grieve a disciplinary action through the grievance procedure. However, the final and binding stage for a grievance based on a disciplinary action is Step 2, the Board of Education stage. The arbitrator shall not have any jurisdiction over a grievance based on a disciplinary action. Nothing contained herein shall be construed as to deprive an eligible employee from pursuing his/her rights under Section 75 of NYS Civil Service Law.
- B. An "employee" is any person in the unit covered by this agreement.
- C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, and (when he submits a grievance) the Superintendent.
- D. "Day" shall mean a calendar day with the exception of Saturdays, Sundays, and legal holidays.

Submission of Grievances:

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with their immediate supervisor.
- B. Each grievance shall be submitted in writing on a form approved by the board and the organization and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. 1. An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to the Superintendent.
- 2. The Superintendent shall present grievances to the president of the organization.  
NOTE: The procedure to be used by the Superintendent will follow the same format as that provided by for the employee except that the hearing at Step II will be held before the officers of the Association.

Formal Procedure

- Step I If the grievance is not resolved informally, the grievant may submit a written grievance to the Superintendent and/or his designee within ten(10) days of the completion of the informal stage. The Superintendent shall upon request confer with the aggrieved parties with respect to the grievance. Within ten (10) day after the conference with the grievant, the Superintendent will render a written decision to the grievant.
- Step II If the grievance is not resolved satisfactorily in Step I, the grievant will notify the Superintendent within ten (10) days of the decision at Step I. Within ten (10) days, the Superintendent will arrange a meeting between the Board of Education and the grievant. The hearing will be conducted in executive session. Upon the conclusion of the hearing, the Board of Education will render a written decision within ten (10) days.
- Step III If the grievant is not satisfied with the decision at Step II, the grievant may submit the grievance to arbitration by written notice to the Board of Education within ten (10) days of the decision at Step III. Within ten (10) days after such written notice, the Board of Education and the Association shall seek an agreement on a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, a request by either party may be made to the American Arbitration Association to assist in the selection of an arbitrator. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth his findings, reasoning's and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law of which is a violation of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the agreement. Nor shall the arbitrator have jurisdiction in grievance arising from a disciplinary action.

The cost for the services of the arbitrator will be borne equally between the Board and the employee group.

ARTICLE XVI

LIFE OF AGREEMENT

The parties agree that all matters to be negotiated have been considered and that no new matters shall be take up during the life of the agreement.

ARTICLE XVII

TERM OF AGREEMENT

Subject to provisions of Section 204a of the Taylor Law, this agreement shall become effective July 1, 2006 and shall continue in effect to June 30, 2010,

CHATEAUGAY CENTRAL SCHOOL  
UNIT OF THE FRANKLIN COUNTY  
LOCAL CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

CHIEF EXECUTIVE OFFICER  
CHATEAUGAY CENTRAL SCHOOL  
DISTRICT.

BY: Willie Goni  
President

BY: Paul M. Samica  
Chief Executive Officer

Brian C. Paj CSEA LRS