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Union: **Canastota Central School Support Personnel Unit #7355, CSEA, AFSCME, AFL-CIO**

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GEN/4636

AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS

of the
CANASTOTA CENTRAL
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Canastota CSD Unit #7355
Madison County Local 827

July 1, 2013 - June 30, 2017



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PREAMBLE

The Board of Education of Canastota Central Schools (hereinafter called the Board), Superintendent of Schools, and the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO (hereinafter called the Association), recognize that the primary function of the Board and its Support Staff is to assure that each student attending the Canastota Central Schools obtains the highest level of educational opportunities possible. The Board recognizes that the Support Staff is vitally important in providing the proper setting for educational opportunities. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its Support Staff. A free and open exchange of views is desirable and necessary with all parties participating in deliberations. Therefore, the Board and the Association hereby adopt the following procedures.

ARTICLE I Recognition

The Board recognizes the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining representative for the CSEA Canastota Central School Support Personnel Unit 7355 of Madison County Local 827, to include the employees of this School District, as permitted under the New York State Public Employees' Fair Employment Act in 1967.

ARTICLE II Negotiation Terms

- A. For the purpose of negotiating terms and conditions of employment, as permitted under the New York State Public Employees' Fair Employment Act of 1967, the Board establishes the negotiation unit for Support Personnel (see Office Business Categories I, II, & III listings on page 3 of this Agreement) excluding supervisory personnel and confidential personnel.
- B. Negotiation meetings shall be scheduled at mutually agreeable times and dates. Negotiation meetings shall not be held during the school day.
- C. All proposals by the Association for negotiation shall be submitted, in writing, by the end of the second scheduled negotiation meeting. The Board of Education shall submit, in writing, all its proposals by the end of the third scheduled negotiation meeting. No further proposals shall be submitted unless mutually agreeable to both parties after such meetings.

ARTICLE III
CSEA Dues

- A. Upon receipt of a signed authorization form from the employee, the regular membership dues (uniform in dollar amount each payday) of the CSEA shall be deducted from such employee's pay. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.
- B. This is an Agency Shop Agreement in accordance with the Agency Shop provisions enacted by the 1976-1977 New York State Legislature. It is understood that each employee who is a member of the bargaining unit, as defined in this Agreement, but is not a member of the Association, shall be liable to contribute to said Association an amount equivalent to Association Dues as are authorized, levied, and collected from the general membership of the Association in accordance with the provisions of Article III, Section A of this Agreement.
- C. The District shall transmit the sum(s) so deducted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224.
- D. The Association agrees to indemnify the District and hold it harmless for any liability or expenses the District incurs due to litigation in connection with the Agency Shop fee deduction granted by this Agreement.

ARTICLE IV
Definitions

A full-time employee shall be defined as Bus Drivers working twenty (20) hours, Office Assistants, Registered Professional Nurses, and Computer Technicians working thirty-five (35) hours, and all other titles working forty (40) hours per week as defined in Article V of this Agreement.

ARTICLE V
Salary

The following salary increases will be effective in the CSEA Canastota Central School Support Personnel Unit for the school years 2013-2014, 2014-2015, 2015-2016, and 2016-2017:

- A. 2013-14 All full-time and part-time unit members who are on the payroll as of June 30, 2013 shall have their 2012-13 base rate increased by two and one quarter percent (2.25%) effective July 1, 2013. Retroactivity shall be paid based on each unit members annualized hours only.
- B. 2014-15 All full-time and part-time members who are on the payroll as of June 30, 2014 shall have their 2013-14 base rate increased by two and one quarter percent (2.25%) effective July 1, 2014. Retroactivity shall be paid based on each unit members hours worked.

- C. 2015-16 All full-time and part-time members who are on the payroll as of June 30, 2015 shall have their 2014-15 base rate increased by two and one quarter percent (2.25%) effective July 1, 2015.
- D. 2016-17 All full-time and part-time members who are on the payroll as of June 30, 2016 shall have their 2015-16 base rate increased by two and one quarter percent (2.25%) effective July 1, 2016.
- E.

	2013-14 MIN	2013-14 MAX	2014-15 MIN	2014-15 MAX
Category I				
Office Assistant I	13.06	18.99	13.35	19.42
Office Assistant II	15.34	22.22	15.69	22.72
Cleaner	14.07	20.81	14.39	21.28
Groundsperson	16.03	23.31	16.39	23.83
Building Maintenance Helper	17.91	25.21	18.31	25.78
Building Maintenance Mechanic	19.20	28.80	19.63	29.45
Computer Services Technician	18.90	22.21	19.33	22.71
Category II				
Cook	11.68	18.17	11.94	18.58
Food Service Helper	10.49	14.71	10.73	15.04
Bus Driver	19.30	24.83	19.73	25.39
School Bus Attendant	13.00	16.14	13.29	16.50
School Monitor	13.00	16.14	13.29	16.50
Teacher Aide	11.54	14.86	11.80	15.19
Library Aide	11.54	14.86	11.80	15.19
Attendance Aide	11.54	14.86	11.80	15.19
R. P. N.	25.61	36.98	26.19	37.81
Category III (Blended Positions)				
Cleaner/Cook	12.87	19.49	13.16	19.93
Food Service Helper/School Bus Attendant	11.75	15.43	12.01	15.78
Library Aide/School Bus Attendant	12.27	15.49	12.55	15.84
School Monitor/School Bus Attendant	13.00	16.14	13.29	16.50
School Monitor/Office Assistant I	13.04	17.56	13.33	17.96
Teacher Aide/Office Assistant I	12.31	16.92	12.59	17.30

	2015-16 MIN	2015-16 MAX	2016-17 MIN	2016-17 MAX
Category I				
Office Assistant I	13.65	19.86	13.96	20.31
Office Assistant II	16.04	23.23	16.40	23.75
Cleaner	14.71	21.76	15.04	22.25
Groundsperson	16.76	24.37	17.14	24.92
Building Maintenance Helper	18.72	26.36	19.14	26.95
Building Maintenance Mechanic	20.07	30.11	20.52	30.79
Computer Services Technician	19.76	23.22	20.20	23.74

Category II

Cook	12.21	19.00	12.48	19.43
Food Service Helper	10.97	15.38	11.22	15.73
Bus Driver	20.17	25.96	20.62	26.54
School Bus Attendant	13.59	16.87	13.90	17.25
School Monitor	13.59	16.87	13.90	17.25
Teacher Aide	12.07	15.53	12.34	15.88
Library Aide	12.07	15.53	12.34	15.88
Attendance Aide	12.07	15.53	12.34	15.88
R. P. N.	26.78	38.66	27.38	39.53

Category III (Blended Positions)

Cleaner/Cook	13.46	20.38	13.76	20.84
Food Service Helper/School Bus Attendant	12.28	16.14	12.56	16.50
Library Aide/School Bus Attendant	12.83	16.20	13.12	16.56
School Monitor/School Bus Attendant	13.59	16.87	13.90	17.25
School Monitor/Office Assistant I	13.63	18.36	13.94	18.77
Teacher Aide/Office Assistant I	12.87	17.69	13.16	18.09

- F. Employees shall be paid for hours worked unless specifically modified in another Article of this Agreement. (Example: Vacation, Personal Leave, Holidays)
- G. Cleaners shall receive a seventeen cent (\$0.17) per hour second shift differential, and a twenty five cent (\$0.25) per hour third shift differential. Night shift shall be paid for those hours where work is actually performed on the evening shift. The current practice of paying the night shift differential during the Christmas recess and Spring recess shall continue.
- H. Food Service Helpers working evenings shall receive a night differential of one dollar (\$1.00) per hour over their daily rate.

I. Longevity

All employees shall receive longevity at the following amounts:

<u>Years</u>	<u>Longevity</u>
1-9 year	\$.03/year
10 and over	\$.09/year

The aforementioned shall be added to the hourly rate following the completion of the first year of employment and each year thereafter. To be eligible for longevity, an employee must work more than one-half (1/2) of the regularly scheduled work year.

J. All employees will annualize their salaries.

K. Continuing Education Remuneration For Registered Professional Nurse

Compensation for Continuing Education related to school nursing practice will be at the rate of \$.06/hr. for every 1.0 Continuing Education Units (CEU). 1 CEU = 10 contact hours, 1 contact hour = 1 inservice hour.

1. The 1.0 CEU must be related to the practice of school nursing in the areas of:
I) Health Screening & Assessment, II) Health Problems & Nursing Management, III) Health Promotion, IV) Special Education, V) Health Office Management, and VI) Professional Issues.
2. These may include workshops, seminars, professional development offerings, course work, and state or national conferences.
3. It will be the responsibility of the individual R.N. to notify the Superintendent's Office of Contact Hours and/or CEU's as soon as possible after completion.
4. The continuing education courses must be approved by the Business Administrator, in writing, prior to registration.
5. Completed course work must be turned in to the Business Office by June 15 of the prior year in order to receive credit in the following year (July 1).
6. The course instructor must verify hours of attendance in writing.
7. The maximum hourly rate shall be the contract amount plus \$.18 per hour per year. The CEU's shall have a shelf life of five (5) years. Maximum remuneration for CEU's shall be ninety (\$.90) per hour cumulatively.

Example

**Additional Compensation
Added to Base Rate**

Year 1 – 3 CEU’s earned = \$.18	\$.18
Year 2 – 3 CEU’s earned = \$.18	\$.36
Year 3 – 3 CEU’s earned = \$.18	\$.54
Year 4 – 0 CEU’s earned = \$-0-	\$.54
Year 5 – 3 CEU’s earned = \$.18	\$.72
Year 6 – 0 CEU’s earned = \$-0-	\$.54
Year 7 – 3 CEU’s earned = \$.18	\$.54

L. Attendance Incentive

As an incentive for members of this unit to encourage a low rate of absenteeism and to foster high standards of productivity and accountability among said members, the District agrees to grant employees covered by this Agreement an annual attendance bonus subject to the schedule below and payable in their payroll check from the first pay period in July of the next school year.

Said attendance bonus shall be paid in accordance with the following schedule subject to the specified use of sick leave during the twelve school months of the preceding year, and not including those days used while on duty-incurred injury/illness compensation, any days contributed to the Sick Leave Donation Program in accordance with Article VIII (H.).

Sick Leave Days Used in the Preceding Calendar Year	Attendance Incentive
3 days	\$200
1 day	\$350
0 days	\$500

**ARTICLE VI
Payroll Deductions**

A. Health Insurance

- i. The Board will pay:
 - a) eighty percent (80%) of the Group Health Insurance Plan for all full-time employees and their dependents hired before July 1, 1997;
 - b) Employees and their dependents hired on or after July 1, 1997, the District shall pay seventy percent (70%) of the Health Insurance costs for individual and dependent coverage;
 1. Effective July 1, 2014, employees and their dependents hired on or after July 1, 1997, the District shall pay seventy two percent (72%)

of the Health Insurance costs for individual and dependent coverage;

2. Effective July 1, 2015, employees and their dependents hired on or after July 1, 1997, the district shall pay seventy five percent (75%) of the Health Insurance costs for individual and dependent coverage;
 3. Effective July 1, 2016, employees and their dependents hired on or after July 1, 1997, the District shall pay eighty percent (80%) of the Health Insurance costs for individual and dependent coverage;
- c) Effective January 1, 2016, the major medical deductible shall be increased for individual coverage to one hundred dollars (\$100.00) or for family coverage to three hundred dollars (\$300.00).
 - d) Effective July 1, 2009 those who qualify to continue their coverage after retirement shall receive the same premium sharing percentage in retirement as they had as active employees just prior to retirement.
2. Effective July 1, 2009, the prescription co-pay shall be five dollars (\$5) for generic drugs (unless the cost is actually less) and ten dollars (\$10) for brand name drugs (unless the cost is actually less). The prescription co-pay for mail order shall be two times the generic or brand amount identified above for a three-month supply.
 - a) Effective July 1, 2014, the prescription co-pay shall be a 3 Tier formulary with co-pays of \$10 for Tier 1 generic drugs, \$20 for Tier 2 preferred brand name drugs, and \$35 for Tier 3 non-preferred brand name drugs. Mail order co-pays shall be two (2) co-pays for a 90 day supply.
 3.
 - a) Any new part-time employee commencing work in the District on or after July 1, 1979, shall have health benefits' payments prorated against the full-time forty (40) hour week, except for Office Assistants on a part-time basis who shall be prorated as compared to a thirty-five (35) hour work week.
 - b) No benefits for health coverage shall be paid for any employee working less than twenty (20) hours.
 4. Physicals required by the District will be conducted by the District's authorized physician at no cost to the employee. If the employee chooses to have the physical conducted by another qualified physician, the total cost will be borne by the employee
 5. The Parties to this Agreement may mutually agree to reopen negotiations on Health and Dental Insurance benefits and carriers at any time during the life of this Agreement.

B. Dental Insurance

The District shall contribute to a plan selected by the bargaining unit at the following rates.

Two hundred forty dollars (\$240.00) toward the cost of individual coverage and four hundred fifty dollars (\$450.00) toward the cost of family coverage.

C. Health Insurance Buy-Out

The parties agree to discontinue this provision as of July 1, 2006, except for any employee receiving payment as of June 30, 2006. The payments of the buy-out shall continue until such time that the employee resumes coverage or terminates employment. The payment amount shall be \$750/individual or \$1,500/family.

D. Flexible Spending Plan

The District shall establish a flexible spending plan, pursuant to Sections 125 and 129 of the Internal Revenue Service Code, as soon as reasonably possible after the Payroll Deduction Program is available through the Madison-Oneida Board of Cooperative Educational Services.

The CSEA shall participate in the plan's management through its representative(s) and shall jointly determine with the Employer such matters as the distribution of funds and plan use reporting procedures.

E. Disability Insurance

The District will provide fully paid N.Y.S. Disability Insurance to all employees.

**ARTICLE VII
Pension Plan**

- A. The District agrees to provide Section 75(j) of the New York State Retirement and Social Security Law on a non-contributory basis for Tier 1 and Tier 2 Retirement System members covered by this Agreement.
- B. The District agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3, Tier 4, Tier 5, and Tier 6 Retirement System members covered by this Agreement. Members are required to contribute the percentage of their pay in their respective Tier as specified by the Retirement System.
- C. The District agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

ARTICLE VIII
Absences and Leaves

A. Sick Leave

1. All Category I Support Personnel have one day sick leave per month, cumulative to one hundred sixty five (165) days. Ten (10) month employees, ten (10) days per year; twelve (12) month employees, twelve (12) days per year.
2. All Category II (Cook, Food Service Helper, Bus Driver, School Bus Attendant, School Monitor, Teacher Aide, Library Aide, Attendance Aide, and R.P.N.) have one (1) day sick leave per month, cumulative to one hundred sixty five (165) days.
3. Effective July 1, 2014, all Category I Support Personnel have one day sick leave per month, cumulative to one hundred seventy five (175) days. Effective July 1, 2016, all Category I Support Personnel have one day sick leave per month, cumulative to one hundred eighty (180) days. Ten (10) month employees, ten (10) days per year; twelve (12) month employees, twelve (12) days per year.
4. Effective July 1, 2014, all Category II (Cook, Food Service Helper, Bus Driver, School Bus Attendant, School Monitor, Teacher Aide, Library Aide, Attendance Aide, and R.P.N.) have one (1) day sick leave per month, cumulative to one hundred seventy five (175) days. Effective July 1, 2016, all Category II (Cook, Food Service Helper, Bus Driver, School Bus Attendant, School Monitor, Teacher Aide, Library Aide, Attendance Aide, and R.P.N.) have one (1) day sick leave per month, cumulative to one hundred eighty (180) days.
5. Sick leave will be credited to each employee at the beginning of each school year. An employee using any days in excess of the credited amount will have one day's pay deducted for each day's absence from his/her next paycheck.
6. Sick leave shall be used for personal and family related health issues.

B. Leave For Death or Serious Illness in the Family

1. All Support Personnel will be granted three (3) days of leave (noncumulative) for death or serious illness in the immediate family in any one (1) year. Such absence may be extended, if deserving, to ten (10) days, but the excess beyond three (3) days must be charged to accumulated sick leave, or, if no such credits are available, may be allowed at no salary cost to the District. The immediate family includes spouse, parent of both spouses, children of the employee, brother and sister of the employee or of his/her spouse, and other persons living in the employee's household. The employee's Supervisor will judge other persons who are considered to be "immediate family".
2. Upon the request of his/her Supervisor, an employee is required to furnish satisfactory proof of personal illness, family illness, or bereavement.

C. Personal Leave

1. Effective July 1, 2014, ten month employees will be allowed two (2) personal leave days per school year (noncumulative). For example, if any employee works two (2) hours per day, their personal day consists of a two (2) hour time period.
2. Employees working more than ten (10) months shall receive two (2) personal leave days per school year (non-cumulative.)
3. Ten month employees and employees working more than ten months, if emergencies do arise whereby an employee needs an additional personal day, and a serious reason is given to the Superintendent of Schools, such matters may be worked out at that level.
4. All unused family illness and personal leave days may be converted to employee sick leave accumulated as such.

D. Occupational Injury

It is the employee's responsibility to report any job related injury to his/her Immediate Supervisor within a reasonable amount of time following the occurrence of such injury. Employees who are absent due to an occupational injury or disease, as defined in the Workers' Compensation Law, will be entitled to receive full pay while such injury renders the employee unable to perform his/her duties for an initial period of three (3) calendar months without charge against accumulated sick leave; and thereafter by utilizing accumulated sick credit.

The District will file with the Workers' Compensation Board for reimbursement for the initial three (3) calendar month period and the following period covered by sick leave pay. The employee's sick leave used following the initial three (3) calendar month period would then be re-instated, subject to reimbursement from the compensation insurance carrier, at a prorated amount determined by dividing the reimbursement obtained from the carrier by the employee's daily salary.

Example:

Daily Salary = \$75.00

Workers' Compensation Award = \$50.00

Reinstated sick leave credit (rounded to the nearest quarter day) is determined by dividing the Workers' Compensation amount by the daily salary. ($50.00/75.00 =$ two thirds ($2/3$) day of sick leave reinstated for each full day of absence.)

E. Child Rearing Leave

Employees may request child bearing/rearing leave consistent with the provisions of the Family Medical Leave Act.

F. Discretionary Unpaid Leave

A leave of absence up to one (1) year may be granted at the discretion of the Board of Education. An employee on an unpaid leave must notify the District, in writing to the Superintendent, of their intent to return to work or not return to work. For a full year leave or 2nd semester leave, notification must be received no later than March 1st of the leave year. For a 1st semester leave, notification must be received no later than December 1st of the previous leave year.

G. Terminal Leave

The terminal leave policy will be based on unused sick days.

Full payment will be made to all forty (40) hour/week Support Personnel except Office Assistants, Computer Technicians, Nurses, and Cafeteria Workers who shall receive full payment if working a thirty-five (35) hour/week. All other Support Personnel working less than forty (40) hours per week shall have this benefit prorated accordingly.

Application for this benefit must be submitted, in writing, at least six (6) months prior to the date of retirement in order to gain any of the benefits of this terminal leave policy.

An eligible employee covered by this policy shall be paid for one-half (1/2) of his/her unused accumulated sick days at the rate of fifteen dollars (\$15.00) per day. Eligible employees working less than full-time shall receive payment prorated according to paragraph two (2) of this section.

Effective July 1, 2014, an eligible employee covered by the policy shall be paid for one-half of his/her unused accumulated sick days at the rate of twenty dollars (\$20.00) per day.

Effective July 1, 2016, an eligible employee covered by the policy shall be paid for one-half of his/her unused accumulated sick days at the rate of twenty-five dollars (\$25.00) per day.

H. Sick Leave Donation

The following plan for the donation of sick leave has been established and shall be maintained by the District and the Association.

1. The purpose of the sick leave donation program is to assist employees who, as a result of a long-term personal illness, have exhausted their leave benefits and are subject to severe loss of income during additional absence from work. The program is open to all CSEA represented employees who work in the District. Both the person accepting donated leave and the person giving leave must be employed within the CSEA bargaining unit.

2. To receive donated sick leave, an employee must meet the following requirements:

- Must be employed within the CSEA bargaining unit.
- Be eligible to earn sick leave allocations.
- Have completed at least six months of service in the District.
- Be absent due to a non-occupational personal illness or disability for which satisfactory medical documentation has been submitted and will continue to be submitted for the duration of the absence.
- Have exhausted all sick leave.
- Is expected to be absent for at least one biweekly payroll period after all sick leave credits have been utilized.
- There is no maximum number of days an employee may accept. However, donated credits cannot be used to extend employment beyond the date that the recipient's employment would end per law, rule, or regulation.

3. In order to donate sick leave, an employee must meet the following requirements:

- Must be employed within the CSEA bargaining unit.
- Only sick leave credits can be donated and a donor must maintain a minimum sick leave balance of five (5) days AFTER the donation.
- An employee may donate no more than 2 days per year.
- There is no maximum number of donors from whom an employee may accept donations.
- Donations must be made in full day units.
- The employee must advise the Business Administrator of his/her interest in participating in the program by completing a leave donation form.
- The identity of the donor is treated as confidential information.
- An employee may not donate vacation time.
- The District will review both the donating and receiving employee's ability to continue to participate in the program at least every thirty (30) days.

- Only the employee, co-workers, or CSEA Unit Representative may solicit donations.

4. The following are the District/CSEA leave donation program procedures:

- Either the employee, co-worker, or CSEA Unit Representative must notify the Business Administrator, in writing, of a desire to participate in the program.
- When the Business Administrator has established that the need for donation of sick leave is in accordance with this policy, the Association shall solicit donations by posting notices in all District buildings.
- The employee(s) who wish to donate sick leave must complete the leave donation form and forward it to the Business Administrator.
- Donated sick leave days will be transferred to the recipient in order in which signed leave donation forms are received and approved by the Business Administrator. If there is a question of eligibility, the Business Administrator will communicate, in writing, to that donor.
- No employee shall donate a second day until all initial donations have been exhausted, at which time, the above steps of the procedure shall be repeated.

5. A joint committee of CSEA and a School Administrator(s) will oversee the sick bank program. All decisions made by that committee are final and non-grievable.

NOTE: All Steps should be done in a timely manner to insure that there is no delay in processing requests.

I. Vacation

1. Twelve (12) month, full-time, Category I employees will be granted the following vacation with pay:

Upon completion of:	Vacation
1 full year.....	2 weeks
10 full years.....	3 weeks
11 full years.....	3 weeks + 1 day
12 full years.....	3 weeks + 2 days
13 full years.....	3 weeks + 3 days
14 full years.....	3 weeks + 4 days
15 full years.....	4 weeks*

*Employees completing fifteen (15) full years shall receive four (4) weeks' vacation, which is the maximum allowed under this contract.

2. Employees must complete at least one (1) full year of employment to be eligible for vacation.
3. No more than two (2) weeks of vacation may be taken consecutively, unless satisfactory arrangements can be made with the employee's immediate Supervisor.
4. Ten (10) and eleven (11) month full-time and twelve (12) month part-time Category I employees shall have their vacation prorated.
5. Insofar as administratively possible, employees will be given a choice of vacation time. Due to the varying priorities of each of the subdivisions of the District (i.e. Transportation, Custodial, Maintenance, etc.), vacations shall be arranged on an individual basis to assure the priorities of the District are met. Employees may request a carry-over of up to one (1) week, five (5) days, of vacation time into the following year. This request shall be made, in writing, and submitted by June 15th to the Superintendent's Office for consideration. Disapproval of the request is not grievable. Employees whose request to carry over vacation is disapproved will be paid the full value of the five (5) vacation days. Payment shall be made no later than the second paycheck in July. Employees may request the right to borrow one (1) weeks' time from the following year, subject to administration approval. If an employee borrows leave time from the following year, such time will be deducted on a day by day basis from the following year's accruals. Should the employee terminate service from the District prior to the completed payback of leave time, the employee shall be required to reimburse the District the dollar value of all time owed.
6. Only service as a Category I employee can be credited for the purpose of earning vacation pay.

J. Holidays

The annual Holiday Schedule is as follows:

Holidays

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Dr. Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day

- If a holiday falls on a Saturday, it will be observed on a Friday.
- If a holiday falls on a Sunday, it will be observed on a Monday.
- If a holiday falls on a day school is in session, the employee will be granted another day.

- Employees who work less than or equal to 32 hours per week shall receive 4 holidays.
- Employees who work less than 40 hours per week, but less than 12 months shall receive 11 holidays.
- Employees who work 12 months shall receive all 12 holidays listed above as paid holidays.

ARTICLE IX

Working Rules and Regulations

A. Vacancies

1. Whenever a vacancy occurs or a new position is created, the position should be posted five (5) working days within a Department and five (5) working days in the School District. This shall not preclude the District from advertising throughout the community. Appointment to non-competitive, labor class positions shall be made on the basis of seniority. If there are no qualified candidates from within the Department, District-wide seniority will then be considered. Part-time service shall be prorated on a 2080-hour annual basis.
2. During the Summer, when school is not in session, the District agrees that it will notify the Unit President and all bargaining unit members via a public bulletin board at South Side Elementary School of any vacancy or new position.

B. Work Assignments or Overtime

1. No employee shall be paid twice for the same hour of work even though it may appear that he or she is more than one capacity.
2. Only when a member of the bargaining unit works over forty (40) hours in a regular workweek shall he/she be paid the overtime rate of time and one-half for the work performed in excess of forty (40) hours. All overtime work must first be approved by the Director of Building and Grounds, Director of Transportation, Director of Cafeteria, or by the Business Manager. Such approval shall be a precondition to the payment of overtime compensation as aforesaid.
3. There shall be no pyramiding of overtime. Bargaining unit overtime will be offered by department and building complex on a rotating seniority list basis. Any employee who serves in more than one (1) department shall select the single department list that they desire to be placed on. Nurses shall be paid straight time for up to and including forty (40) hours during any workweek.
4. The District reserves the right to assign the number of employees it deems necessary to accomplish the mission.

5. When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regularly scheduled time, such employee shall be given a minimum of two (2) hours pay.
6. When school is closed due to inclement weather, Office Staff will be allowed to arrive at school one-half (1/2) hour later than the usual starting time.

C. Access to Members

It is understood that meetings and other activities of the Association shall in no way interfere with the work schedule of any employee, permission for the use of District facilities must be granted by the Administration before such meeting or other activity takes place, and that such meetings and activities shall not engender cost to the District.

D. Section 75

The provisions of Section 75 of the Civil Service Law shall be applicable to the following Support Personnel: all permanent employees working twenty (20) hours or more plus all Bus Drivers working seventeen and one-half (17 ½) hours or more on a weekly basis who have completed three (3) full years of service in the Canastota Central School District.

E. Uniform Allowance

Uniforms shall be purchased from a common vendor and be a common brand as determined by the District and a receipt should be submitted to the District in order to receive payment. The District shall provide a Uniform Allowance of one hundred dollars (\$100.00) per year to purchase uniform shirts/sweatshirts or long sleeve shirts to be worn by the cleaning, maintenance, computer technicians, bus driver/bus monitors, grounds crew, and food service during their work hours. Other necessary apparel may be purchased with prior approval of the District Business Official. The District will post a notice of the common vendor by July 15th of each year.

F. Hold Harmless

The District shall hold its employees harmless against any and all claims, demands, suits, and any other forms of liability that may arise from or by reason of any action taken by the employee in the performance of his/her job duties. For purposes of this section, District responsibility for the defense of and liability for employee conduct shall apply only to actions of any employee taken within the scope of their job duties and responsibilities.

G. Nursing

The District shall reimburse all Nurses who have more than one full year of service with the District the cost of their New York State license renewal.

H. Education Reimbursement

1. Any full-time employee who has successfully completed three years of service is encouraged to enroll in courses of education relevant to his/her position and job duties with the District subject to the following terms and conditions.
2. An educational reimbursement form must be completed and submitted for written approval by the Business Administrator prior to enrolling in the course.
3. Courses must be specifically job related and taken to improve on-the-job performance.
4. Requests will be approved when the education or training is considered to be job related and budgeted funds are available.
5. Receipt(s) for tuition (fees, books) must be submitted along with a statement from the educational institution acknowledging successful completion of the approved courses of study.
6. No one employee may take more than two courses per year.
7. Students earning a grade of "A" or "B" shall receive up to \$200.00.
8. There will be no reimbursement for a grade less than "B".
9. The course, workshop, or seminar taken must be given by a New York State Education Department accredited institution.
10. No course is to be taken during normal working hours.

Job Security

There shall be no loss of present employment by permanent employees as a result of the District's exercise of its right to contract for goods and services.

Annual Performance Review

Each employee covered under this contract shall be evaluated annually. It is understood between the parties that the evaluation procedure is an ongoing process, which does not always allow advance notice of observations by the Supervisor. The evaluation process shall consist of:

1. A written evaluation report on a standard form signed by the Supervisor. The current form is attached as Addendum I.
2. A conference held between the employee and Supervisor during which the report is discussed.

3. At the conclusion of the conference, the employee will be asked to sign the form as an indication that he/she has seen it and will be provided with an opportunity to respond. One copy of the signed report will be given to the employee, one retained by the Supervisor, and one forwarded to the Superintendent of Schools for inclusion in the personnel file.

K. Food Service

The District shall provide all Food Service Employees with an annual physical at no cost to the employee including the costs of any scans, tests and blood-work requested by the physician. Any question about fitness for duty that arises from the annual physical will proceed in accordance with Civil Service Law Section 72.

L. Transportation Department

1. All regular full-time Drivers and Bus Aides will be compensated at their normal hourly rate for all time spent in attendance at safety meetings that have been mandated by the State or the Canastota Central School District.
2. If a trip is cancelled after the Driver leaves school grounds with students on board, that Driver will be eligible for 2 hours pay or the length of time they are gone (if this exceeds 2 hours). Your trip time starts when you leave the Bus Garage and any annualized time will be deducted from this.
3. If a Driver leaves school grounds and returns to take a trip and finds that it is cancelled, that Driver is eligible for 2 hours show up pay OR the next non-conflicting trip.
4. If a Driver returns to the Bus Garage to take a trip at any time other than their normal scheduled time to be at work, they will be eligible for a minimum of 2 hours pay for that trip.
5. A trip begins at the time you leave the Bus Garage (to be at the school in time to load and leave at the time that is stated on the trip ticket) and ends 15 minutes past the time the students are dropped off at the school. The beginning time will be 15 minutes prior, if pre-trip is necessary.
6. Drivers are entitled to one half hour (1/2) of their regular pay per week for washing their bus.
7. All Drivers are entitled to their regular rate for breakdown time.
8. Drivers are entitled to one half (1/2) hour per week for refueling, if their schedule does not permit.
9. All Drivers will be compensated at their hourly rate for all mandatory meetings, refresher courses, yearly testing, drug testing, and appointments with Administration with approval by the Director of Transportation.

10. Any Bus Driver may request the District to reimburse him/her for the reasonable cost of replacement or repair of clothing damaged or destroyed while the employee was acting in the discharge of assigned duties. Such claim for reimbursement shall be submitted to the Business Manager or his/her designee for approval/disapproval and his/her decision shall not be subject to the grievance procedure.
11. The District shall reimburse all Bus Drivers who have more than one full year of service with the District the cost of their New York State license renewal.
12. a. Meal reimbursement for Bus Drivers taking overnight trips shall be as follows:

<u>Trips leaving before</u>	<u>and returning after</u>	<u>Amount</u>
7:30 a.m.	10:30 a.m. up to	\$ 5.00 breakfast
10:00 a.m.	1:00 p.m. up to	\$ 7.00 lunch
4:00 p.m.	7:00 p.m. up to	\$ 11.00 dinner

Receipts for meals must accompany request for payment in order to receive reimbursement.

- b. Meal reimbursement for Bus Drivers taking non-overnight trips shall be as follows:

<u>Trips leaving before</u>	<u>and returning after</u>	<u>Amount</u>
10:00 a.m.	1:00 p.m. up to	\$7.00 lunch
4:00 p.m.	7:00 p.m. up to	\$11.00 dinner

Receipts for meals must accompany request for payment in order to receive reimbursement. For non-overnight meals trips there shall not be a breakfast meal reimbursement.

ARTICLE X

Association Leave

The Board of Education agrees to provide the Association with a total of two (2) days per year non-cumulative leave for the purpose of Association Business. The use of this leave is restricted to attendance at Regional and/or State conventions and meetings.

ARTICLE XI

Out of Title Work

Employees working in a higher paying job title for a period of over fifteen (15) consecutive workdays will receive the base rate of the higher title or their current rate, whichever is greater.

ARTICLE XII
Layoff and Recall Procedure

Reductions in Full-Time, Non-Competitive, and Labor Class Positions:

A. Seniority

For the purposes of this Article, seniority shall be defined as the length of an employee's continuous service with the District since the last date of permanent appointment to a full-time position. In the event that two (2) or more employees have been hired on the same day, seniority standing shall be assigned in alphabetical order.

B. Layoff and Recall

1. The District will provide to CSEA, in writing, the number of positions that will be abolished and a layoff list with titles and employee names of all those impacted. After the School Board approves a reduction in force, notice will be provided to the affected employees, in writing, at least ten (10) working days prior to the effective date of the layoff. The District may however communicate with the impacted employees prior to the Board's actions. The District and the affected employees will meet in order for the District to explain the layoff process and available resources. CSEA will distribute its Employment Status Survey to the list of impacted employees. Once completed, the survey will be submitted to the District in order to ensure the employees' official employment records are accurate.
2. Layoff and recall shall be strictly within Civil Service classification. Subject to ability and fitness to perform the job, layoff of employees shall be in order of seniority with the least senior employee being laid off first. Recall shall be in the inverse order of layoff and no new employees shall be hired in these positions until all employees on layoff have been offered an opportunity to return to work.
3. A person laid off will be placed on a preferred list for a period not to exceed two (2) years. Upon initiating a recall from layoff, the employee will be notified by certified mail at their last known address. If the employee cannot be contacted or does not respond to their notice within ten (10) days, his/her rights to recall are automatically waived.

C. Reduction in Work Hours – Cafeteria

The District in any situation in which a cafeteria employee's work hours are reduced during the work year will consider seniority. An attempt will be made to allow such employee to displace a less senior employee within their job classification who has more work hours.

ARTICLE XIII

Grievance Procedure

A. Definitions

1. **Grievance**

A grievance shall be defined as a dispute concerning the interpretation, application, or claimed violation of the Articles of this Agreement.

2. **Grievant**

A grievant shall be defined as any employee covered by this Agreement. All grievances must be signed by the grievant. The Association shall have the exclusive right to represent the grievant at Steps II-V.

3. **Waiver of Procedure**

If the grievant seeks relief of the alleged violation in any other form, he/she waives his/her right to this grievance procedure.

4. **Time Limits**

- If the grievant does not appeal within the prescribed time limits, the grievance will automatically be withdrawn.
- If the Employer fails to respond to the grievance within the prescribed time limits at the given step, the grievant may elect to proceed to the next step of the grievance procedure.

B. Step I

The grievance shall be presented, in writing, to the grievant's Immediate Supervisor not more than twenty (20) working days after the date on which the violation occurred. The Immediate Supervisor shall reply to the grievant within ten (10) working days.

C. Step II

In the event that the Immediate Supervisor's reply is unsatisfactory to the grievant, a written appeal may be presented to the Superintendent not more than ten (10) working days after the date of the Step I decision. The Superintendent will render a decision to the grievant within ten (10) working days. In the absence of the Superintendent, a Designated Administrator will conduct the review.

D. Step III

1. If the Step II decision is unsatisfactory to the grievant, a written appeal may be presented to the Board of Education within ten (10) working days after the date of the Step II decision.

2. The Superintendent will conduct a meeting to review the facts of the grievance within ten (10) working days. The Board of Education will then render a decision, in writing, via the office of the Superintendent, within ten (10) working days after the meeting.

E. Step IV-Arbitration

1. If the grievance is not resolved at Step III, the grievant, with the approval of the Association, may present written notice to the Superintendent within fifteen (15) calendar days of the decision of Step III to submit said grievance to arbitration.
2. The selected Arbitrator will hear the grievance promptly and will issue his/her ruling to the grievant and the Board of Education within twenty (20) working days after the conclusion of the hearing. The Arbitrator's ruling will be in writing and set forth his/her findings of fact, reasoning, and conclusions on the issues.
3. The Arbitrator shall have no power or authority to make any ruling, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
4. The recommendations of the Arbitrator shall be final and binding on all matters, except for matters of employee dismissal and/or discipline or on the Bus Driver's Manual, which shall be subject only to advisory arbitration and final action by the Board of Education.
5. The cost for the services of the Arbitrator including expenses, if any, will be borne equally by the Board of Education and the CSEA. Any additional cost incurred by the parties will be borne by the party incurring said cost.

F. Step V

Within twenty (20) working days after receipt of the advisory Arbitrator's recommendation (relevant to E.4. above), the Board of Education will convene in executive session to review the grievance and the advisory Arbitrator's recommendations. The Board will render its decision within ten (10) working days after the conclusion of this meeting. The decision of the Board will be final and binding on all parties and not subject to further proceedings.

ARTICLE XIV
Board of Education Policy and Authority

Except as expressly limited by provisions of this Agreement, the authority, rights and responsibilities delegated under the law to this Board are retained by said Board, including but not limited to the right to:

- a) Determine program objectives and policies of the School District;
- h) Determine the facilities, methods, and personnel required;

- c) Approve the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees, as permitted by law;
- d) Establish, classify, and allocate new positions and reclassify and reallocate existing positions, as the law permits; and
- e) Do all else the law may dictate, require, or permit this Board in the discharge of its duties to provide education within this public school district.

It is understood and agreed that the Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this Agreement. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stoppages by public employees during the duration of this Agreement.

This Agreement shall constitute the full and complete commitment between both parties and may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of the parties in a written and signed Agreement.

If any provision of this Agreement is, or shall at any time be, contrary to law, such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect. Such illegal portions shall be subject to re-negotiation.

ARTICLE XV
Taylor Law Amendment, Section 204-a
Agreements Between Public Employers and
Employee Organizations

- A. "It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval."
- B. "Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission, and shall read it aloud at any membership meeting called to consider such ratification."
- C. "Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee thereafter shall, upon each employment, be furnished with a copy of the provisions of this section."

ARTICLE XVI

The provisions of this Agreement shall be effective as of July 1, 2013 and shall remain in full force and effect until June 30, 2017.

IN WITNESS WHEREOF, the parties have signed this document this 15th day of May 2015.

FOR CSEA

FOR THE DISTRICT

Marc Heatley
Marc Heatley, Labor Relations Specialist

June C. Clarke
June C. Clarke, Superintendent

Jean'al McCullough
Jean'al McCullough, Unit President

ADDENDUM I

Canastota Central School District Support Staff Employee Evaluation

Employee Name: _____ Date: _____

Building/Department: _____ Job Title: _____

Immediate Supervisor: _____ Length of Time in Present Position: _____

Rater/Evaluator: _____ Rater's Title: _____

EVALUATION PURPOSES:

The purpose of this evaluation is to identify employee strengths and needs and to outline a practical improvement program where indicated. Evaluations provide a history of development, progress and job performance.

INSTRUCTIONS:

The following traits, abilities and characteristics are important for effective performance. The evaluator shall circle the number on the rating scale next to the descriptive phrase which most nearly describes the employee's performance. Anything less than a satisfactory (2) rating will require a written explanation by the evaluator. (Under Supervisory Comments).

ATTENDANCE RECORD DURING THE REVIEW PERIOD:

Leaves of Absence (without pay) _____
 Time Left: Personal Days _____ Sick Days _____ Family Illness _____ Vacation _____

WORK PERFORMANCE RATING

Satisfactory				Unsatisfactory	
5	4	3	2	1	0
Well above average (outstanding in this group)	Somewhat above average (Better than most)	Average	Somewhat below average (not quite up to par)	Well below average (Needs much improvement)	Unacceptable work performance

EMPLOYEE EVALUATION

- | | | 0 | 1 | 2 | 3 | 4 | 5 |
|---|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. How completely employee understands the phases of his/her work? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Respects confidentiality in District and building matters. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Shows initiative in the position which enhances performance. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Works effectively and cooperatively under pressure of deadlines and procedural change | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Works with colleagues in a cooperative and respectful manner. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Accepts suggestions in a positive manner, and uses the input to improve job performance. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Portrays a positive image to the public. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Based on completed work. Are the results satisfactory? | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Effectively manages time and tasks within a given work schedule. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Works well independently and conscientiously with a minimum of supervision | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ADDENDUM I

Canastota Central School District Support Staff Employee Evaluation Page 2

A. Evaluation comments: Include strengths, areas to improve, and respond to any items rated less than a satisfactory (2).

B. Areas improved since last appraisal:

C. Areas of improvement for employee to concentrate on:

Appraisal Period: From July 20____ to June 20____

The appraisal form must be signed by both parties. Please note that the employee's signature signifies only that the form has been read. The employee shall have the right to submit written comments and attach it to the file copy of this appraisal. The evaluator is required to discuss the completed appraisal during a personal conference with the employee.

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

ADDENDUM II

DRUG AND ALCOHOL TESTING

WHEREAS, the District and Association recognize and agree that certain bargaining unit members who perform certain safety sensitive functions may not otherwise be covered by the Omnibus Transportation Testing Act of 1991 (the "Act"), based upon the size or type of vehicle that they operate; and

WHEREAS, the District and Association hereby agree that the drug and alcohol testing program and procedures established under in the District's Drug and Alcohol Testing Policy (Policy #6015), governing those drivers subject to the Act, shall be expanded to cover additional bargaining unit members;

NOW, THEREFORE, the parties agree:

1. The terms of the District's current Drug and Alcohol Testing Policy #6015, as amended from time to time, shall be extended to also apply in its entirety to full-time and part-time bargaining unit members in the following titles, who are not otherwise covered by the Omnibus Transportation Testing Act of 1991:
 - a. Grounds Person, Building Maintenance Helper, and Building Maintenance Mechanic.
 - b. The effective date of the application of Policy #6015 to such unit members shall be the day following ratification of this Agreement.

**** NOTES ****