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Contract Database Metadata Elements

Title: **Lafayette Central School District and Lafayette Non-Instructional Employees Association, New York State United Teachers (NYSUT), AFT, AFL-CIO, Local 3681 (2005)**

Employer Name: **Lafayette Central School District**

Union: **Lafayette Non-Instructional Employees Association, New York State United Teachers (NYSUT), AFT, AFL-CIO**

Local: **3681**

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

Expiration Date: **06/30/05**

PERB ID Number: **5416**

Unit Size: **85**

Number of Pages: **42**

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5416

PROFESSIONAL AGREEMENT

BETWEEN

SUPERINTENDENT

of

LAFAYETTE CENTRAL SCHOOL

and the

LAFAYETTE NON-INSTRUCTIONAL

EMPLOYEES ASSOCIATION

New York State United Teachers/AFT/AFL-CIO, Local 3681

JULY 1, 2001 - JUNE 30, 2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

85

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - RECOGNITION..... 1

ARTICLE 2 - BARGAINING UNIT 1

ARTICLE 3 - REGULAR EMPLOYEES 2

ARTICLE 4 - SICK LEAVE 2

ARTICLE 5 - LEAVE DAYS 3

ARTICLE 6 - BEREAVEMENT LEAVE 4

ARTICLE 7 – MILITARY LEAVE 4

ARTICLE 8 – LEAVE OF ABSENCE 5

ARTICLE 9 – ABSENCE DUE TO JOB RELATED INJURY 5

ARTICLE 10 – JURY DUTY 6

ARTICLE 11 – PARENTAL LEAVE..... 6

ARTICLE 12 – HEALTH AND DENTAL INSURANCE 7

ARTICLE 13 – VACATION (TWELVE [12] MONTH EMPLOYEES)..... 8

ARTICLE 14 – HOLIDAYS 9

ARTICLE 15 – SNOW/EMERGENCY DAYS 11

ARTICLE 16 – OVERTIME PAY 11

ARTICLE 17 – NON-INSTRUCTIONAL EMPLOYEES’ RETIREMENT PLAN 11

ARTICLE 18 – MILEAGE..... 11

ARTICLE 19 – JOB VACANCIES 12

ARTICLE 20 – SICK LEAVE BANK 12

ARTICLE 21 – SENIORITY..... 13

(Table of Contents cont'd)

ARTICLE 22 – EVALUATION.....	15
ARTICLE 23 – USE OF FACILITIES.....	16
ARTICLE 24 – ENROLLMENT OF EMPLOYEES’ CHILDREN	17
ARTICLE 25 – DUES DEDUCTION.....	17
ARTICLE 26 – SUBSTITUTING	17
ARTICLE 27 – UNIFORM & SHOE ALLOWANCE	18
ARTICLE 28 – LONGEVITY ALLOWANCE	18
ARTICLE 29 – MEAL ALLOWANCE	18
ARTICLE 30 – CUSTODIAL HOURLY RATES.....	19
ARTICLE 31 – SCHOOL LUNCH HOURLY RATES.....	22
ARTICLE 32 – TEACHER AIDE HOURLY RATES	23
ARTICLE 33 – HEALTH AIDE HOURLY RATES.....	24
ARTICLE 34 – TRANSPORTATION HOURLY RATES.....	25
ARTICLE 35 – GRIEVANCE PROCEDURE.....	30
ARTICLE 36 – JOB DESCRIPTION AND TENURE.....	35
ARTICLE 37 – DIRECT DEPOSIT OF PAYCHECKS.....	36
ARTICLE 38 – RETROACTIVITY.....	36
MEMORANDUM OF AGREEMENT.....	37
TAYLOR LAW AMENDMENT	37

PREAMBLE

WHEREAS, the parties hereto desire to promote harmonious cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law).

NOW, THEREFORE BE IT AGREED:

ARTICLE 1 RECOGNITION

- A) The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the Bargaining Unit.
- B) The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, condone, assist or participate in such a strike.
- C) The Association agrees that the Board of Education is the policy making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.
- D) The Board's policies shall not conflict with any provisions of this agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.

ARTICLE 2 BARGAINING UNIT

- A) This unit shall consist of all part-time and full-time Non-Instructional Employees: Custodial/Custodian, Food Service, Health Aide, Maintenance, Teacher Aide, Transportation, Drivers, Mechanics, Teacher Aides assigned to bus duty and long term substitutes. Excluded from the unit are School Lunch Manager, Cook Manager, Maintenance Supervisor, School Transportation Supervisor, District Office Personnel, per diem substitutes, student workers, temporary or casual employees and all clerical employees.
- B) Long term substitute employees shall be part of the unit. Long term substitute shall be defined as a temporary employee who is filling in for a regular unit employee and who works more than thirty (30) consecutive workdays. These employees shall be entitled to the contractual fringe benefits commencing on the thirty first (31st) day unless the

District knows at the time of hire that the long term substitute will be working for more than ninety (90) consecutive workdays. In this instance the long term substitute shall be entitled to the contractual fringe benefits from the first (1st) day of employment. Long term substitutes shall not be entitled to the following benefits: Articles 9.A, 11, 17, 20.

- C) Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year such request shall be made on or before February 15 of the year in which the contract expires and not prior to January 15.

ARTICLE 3 REGULAR EMPLOYEES

- A) The term regular employees refers to one who works on a ten (10), eleven (11) or twelve (12) month basis with a specific weekly schedule. This employee is entitled to fringe benefits as indicated, prorated on the basis of the normal schedule of work time.
- B) NOTIFICATION OF APPOINTMENT - Any bargaining unit hiree or long term substitute, shall be notified of official action taken by the Board on the appointment within thirty (30) days.

ARTICLE 4 SICK LEAVE

- A) This sick leave policy shall apply to all full-time and part-time employees with benefits for part-time employees to be prorated on the basis of their employment agreement.
 - 1. A maximum of twelve (12) days of sick leave without loss of pay shall be granted each year for twelve (12) month employees; eleven (11) days for eleven (11) month employees and ten (10) days for ten (10) month employees.
 - 2. Unused sick leave shall be cumulative from year to year to a maximum of two hundred (200) days.
 - 3. Employees hired after July 1, 1987, will not be entitled to sick leave or emergency leave benefits until completion of five (5) months of employment. After five (5) months of employment, eligible employees will be entitled to full benefits.
 - 4. Any employee who works a full year without using any sick leave will be granted a day off with pay. This day will not be deducted from accumulated sick days.
- B) Doctor and dentist appointments shall be considered part of sick leave.

- C) The Board of Education reserves the right to extend sick leave benefits beyond the limitations set forth in the program in cases involving unusual circumstances. In such cases, the Board will consider written requests for special consideration, and each case will be decided on its own individual merit.

**ARTICLE 5
LEAVE DAYS**

- A) Any regular, full-time employee of the District who works for four (4) or more hours per day during each school year may be granted a total of three (3) days absence with pay for the following reasons:
1. Death of close relative other than immediate family (Close relative being defined as any cousin, niece or nephew).
 2. Serious illness in immediate family (one [1] additional day may be used for the purpose set forth in 5.A.2. If this day is not used, it will accumulate as a sick leave day. With the approval of the Superintendent up to two (2) additional days may be used from the employees' personal sick leave accumulation).
 3. Religious holiday observance. Days used for this reason shall not be deducted from bereavement leave, if needed.
 4. Court or court witness.
 5. Personal business.
 - a) Any regular employee of the District who works for four (4) or more hours per day during each school year shall be entitled to two (2) of the three (3) personal days for extremely personal reasons (See Items 5.D, 5.E, 5.F, and 5.G below.)
 - b) The Superintendent, Business Manager and Immediate Supervisor (Immediate Supervisor is defined as follows: Supervising Teacher, School Lunch Director, Maintenance Supervisor and Transportation Supervisor) involved shall approve each request prior to the date of leave, whenever applicable. A Lafayette Non-Instructional Request for Leave form will be submitted by the employee, to be recommended by the immediate supervisor who will send the form to the district office for the Superintendent's final approval before payment can be made.
 - c) Any unused leave days shall be accumulated as sick leave days thus an employee could accumulate sixteen (16) days in any given year.

- d) Personal business is defined as those important business affairs which can be conducted only during the regular workday.
 - e) Three (3) days advance notice must be given in writing. In case of emergency where advance notice cannot be given, an explanation acceptable to the Immediate Supervisor must be given.
 - f) Personal business can be taken on a one half (1/2) day basis or multiples thereof.
 - g) Personal business days may not be taken immediately preceding, on, during or immediately following a school vacation day, a holiday, the employee's vacation, or the first (1st) and last weeks of school. Where a true emergency exists the employee must give reasons for requesting the business day(s) to the Immediate Supervisor, who will make a recommendation as to whether the business day(s) should be granted. Final approval will be at the discretion of the Superintendent.
 - h) Personal business days may not be used for vacations, family trips, business or pleasure, conferences other than school conferences.
 - i) Upon written application the Superintendent may grant additional days for death or serious illness.
6. Any employee designated by the Association as a representative shall be entitled to attend conferences recommended by the President of the Association. Such employees shall be granted leave with pay, but shall not be entitled to reimbursement of expenses. The number of Association Leave Days shall not exceed six (6) per year.

**ARTICLE 6
BEREAVEMENT LEAVE**

- A) Up to five (5) days maximum shall be granted for each occurrence of death in the immediate family (Immediate family is defined as son/daughter, husband /wife, mother/father, sister/brother or person occupying the position of parent, mother-in-law/father-in-law, son-in-law/daughter-in-law, brother-in-law/sister-in-law, step-children, step-parents, resident dependent). Up to two (2) days for aunt/uncle or grandparents. Request for additional days if needed.

**ARTICLE 7
MILITARY LEAVE**

- A) Military Leave shall be granted in accordance with Section 242-243 of Military Law.

**ARTICLE 8
LEAVE OF ABSENCE**

- A) A leave of absence may be granted without pay to an employee after two (2) or more years of satisfactory service. The request must be presented in writing and be for good and valid reasons.

The request must be submitted to the superintendent of schools not later than sixty (60) days prior to the requested leave date except in an emergency situation, wherein the time limit will be waived. The superintendent will notify the employee in writing as to the disposition of the request within fifteen (15) workdays thereafter.

**ARTICLE 9
ABSENCE DUE TO JOB RELATED INJURY**

- A) Employees must report job related injuries to the School Nurse, the employee's immediate supervisor, or the school physician depending on availability within three (3) workdays after injury.
1. Absence due to injury incurred in the performance of duty shall be allowed as follows: During the first two (2) years of service, absence shall be allowed up to one (1) month. If workers' compensation applies, the school district will receive benefits while continuing to pay the employee's salary for one (1) month. Thereafter, the employee(s) will receive only workers' compensation benefits.
 2. After more than two (2) years of service, absence shall be allowed up to six (6) months. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of the employee for six (6) months. Thereafter, the employee will receive only worker's compensation benefits.
 3. The Board of Education may, at its discretion, increase the amount of absence on this account.
 4. These days of absence are not to be deducted from the employee's accumulated days of sick leave.
 5. This leave will only apply if an employee is eligible for worker's compensation and the school district will actually receive the worker's compensation benefits.
 6. Employee(s) not eligible for workers' compensation, may request an extended unpaid leave of up to one (1) year, at the discretion of the Board of Education, providing the employee is out of sick leave. Employee(s) requesting such a leave shall notify the Superintendent in writing not later than four (4) weeks prior to the expiration of any paid or unpaid leave. The letter should indicate the probable

length of leave being sought. The District may request substantiation of the disability by the employee's physician.

- B) Long term substitutes will be entitled to coverage under the provisions of Workers' Compensation.

ARTICLE 10 JURY DUTY

- A) It will be the policy of the Board of Education in the event that bargaining unit members are called to serve on jury duty that they will be expected to perform as much of their regular school duties as hours required by jury duty will permit and that they will be paid full salary for days they serve on jury. Neither monies earned nor mileage payment are transferable to the District.

ARTICLE 11 PARENTAL LEAVE

- A) Employee(s) shall upon written request be granted a leave of absence for the purpose of child rearing for a maximum of two (2) years.
- B) Employee(s) adopting an infant child shall be entitled upon written request to a leave of absence for a maximum of two (2) years.
- C) Employee(s) granted a parental leave of absence shall have the following reemployment rights:
 - 1) With Board approval employee(s) may return prior to the end of a parental leave by giving ninety (90) days notice of his/her desire to return.
 - 2) Upon return from parental leave employee(s) shall be assigned to the same or equivalent job classification as previously held.
 - 3) Since this is not a termination of employment any and all previous benefits accrued shall be continued.
- D) Maternity leave shall terminate with medical certification of fitness for the employee to resume her position and/or duties. The employee may elect to return to her position or apply for parental leave.

**ARTICLE 12
HEALTH AND DENTAL INSURANCE**

A) HEALTH

1. The Board approves the financial support of the Blue Cross/Blue Shield Regionwide Plan for health insurance to the extent of one hundred (100%) percent of the premium of each participating employee and eighty five (85%) percent of the premium of the employee's dependents. Effective July 1, 1998, the Board approves the financial support of the Blue Cross/Blue Shield Regionwide Plan for health insurance to the extent of ninety-five (95%) percent of the premium of each participating employee and eighty five (85%) percent of the premium of the employee's dependents. Employees working less than twenty (20) hours per week are not entitled to health insurance benefits with the exception of Drivers enrolled as of 1 July 1981, who may continue in the plan.
2. For personnel who retire during the life of the contract the District will pay fifty (50%) percent of the individual plan and thirty five (35%) percent of the family plan.
3. Beginning July 1, 1986, an employee must serve for a continuous period of ten (10) years at LaFayette Central School to be eligible for benefits listed in A.2 above.
4. The District reserves the right to change the insurance carrier or to self fund any of its insurance programs provided the schedule of benefits is at least equal to or better than the benefits in effect prior to said change.
5. The co-pay prescription drug deductible shall be seven dollars (\$7) for brand name drugs and one dollar (\$1) for mail order or generic drugs. Effective July 1, 2002, the co-pay prescription drug deductible shall be eleven dollars (\$11) for brand name drugs and one dollar (\$1) for mail order or generic drugs.
6. All laboratory work and/or physical examinations which are required of employees by the District will be billed to the employee for submission to his/her insurance carrier for consideration and payment and/or the LaFayette Health Center, whichever is applicable. The District will be responsible for all charges not paid by said insurance carrier.

B) DENTAL

1. Effective October 1, 1983, the District shall provide the basic and supplemental coverage, Schedule A, and will pay one hundred (100%) percent of the individual employee's personal dental insurance. Family coverage will be at employee's expense.

2. A committee will be formed by the District and the Association to review the current dental plan and other available plans for the purpose of improving dental benefits. Any change must be mutually agreed upon.

**ARTICLE 13
VACATION (TWELVE [12] MONTH EMPLOYEES)**

A) This policy shall apply to all non-instructional employees who are employed on a twelve (12) month basis.

1. Vacation taken during the summer are earned during the previous school year. Employees who have been absent for part of the year will have their vacation time prorated according to the actual amount of time worked after all earned sick leave time has been depleted.
2. One (1) week vacation with pay will be allowed after one (1) year of service and two (2) weeks vacation with pay each year thereafter. Employees appointed by February 1 may qualify for half (1/2) of this time. After five (5) years of service twelve (12) month employees will receive three (3) weeks vacation.

Effective July 1, 1991, twelve (12) month employees shall be entitled to vacation days in accordance with the following schedule:

11 years	-	16 days
12 year	-	17 days
13 years	-	18 days
14 years	-	19 days
15 years	-	20 days

3. Employees will not be allowed to work during his/her vacation in order to draw double pay.
4. Vacations must be taken when it will not interfere with the normal operation of the school system and must be approved in advance by the employee's Supervisor. Except for extreme cases Custodial and Transportation employees will take their vacation at a time other than the ten (10) days immediately preceding the opening of school.
5. Vacation pay is based on the employee's salary rate at the time of vacation and is to be prorated for his/her work week during the preceding year.
6. An employee with at least one (1) year service will receive a prorated share of vacation pay if (s)he resigns on or after January 31.

7. A new employee resigning his position within the first five (5) months of employment will not be compensated for any vacation time.
8. Employees will be able to carry over five (5) vacation days into the next year. These days must be used by July 15 of that year.
9. Other than the exception in item 8 above, vacation time will not be accrued.

**ARTICLE 14
HOLIDAYS**

- A) The following holidays which fall within the employee's work year will be granted with pay to all regular employees assigned to the LaFayette High School, C. Grant Grimshaw School, Transportation Department ¹ and the Onondaga Central School buildings utilizing the LaFayette School Lunch Program providing the employee was eligible to receive pay on the last regular working day preceding such holiday and the following regular workday.
- B) Employee(s) other than ONS employees will be expected to work on these holidays if it becomes necessary to hold school. An alternate day may be granted in such cases. Employee(s) required to work on a holiday will be entitled to either holiday pay or the alternate day.

- | | | | |
|----|------------|---|--|
| 1. | January | - | New Year's Day; Martin Luther King Day |
| | February | - | Lincoln's or Washington's Birthday (as fixed by school calendar) |
| | April | - | Good Friday |
| | May | - | Memorial Day |
| | July | - | Independence Day (Twelve [12] month employee[s] only) |
| | September- | | Labor Day (Twelve [12] month employee[s] only) |
| | October | - | Columbus Day (or as fixed by school calendar) |
| | November | - | Veterans' Day |
| | November | - | Thanksgiving Day and the day after Thanksgiving Day |

¹ Depending on a Transportation Department employee's assignment, the employee will be eligible for either the holiday schedule in Article 14 (B) or (E), but not both.

December - Christmas Day

- C) When a holiday falls on a weekend the closest working day shall be taken as the holiday - e.g., a Saturday holiday will be taken on Friday and a Sunday holiday will be taken on Monday unless school is in session on that day.
- D) The following holidays which fall within the employee's work year will be granted with pay to all regular employees assigned to the Transportation Department, and the Onondaga Nation School (ONS), providing the employee was eligible to receive pay on the last regular working day preceding such holiday and the following regular workday.
- E) Employees at ONS will be expected to work on these holidays if it becomes necessary to hold school. An alternate day may be granted in such cases. Employee(s) required to work on a holiday will be entitled to either holiday pay or the alternate day.

- 1. January - New Year's Day; Martin Luther King Day
- May - Memorial Day
- July - Independence Day (Twelve [12] month employee[s] only)
- September - Labor Day (Twelve [12] month employee[s] only)
- October - Solidarity Day
- November - Veterans' Day
- November - Thanksgiving Day and the day after Thanksgiving.
- December - Winter Recess - one (1) day to be selected by employee
- Mid Winter - two (2) days to be selected by employee Ceremonies

**ARTICLE 15
SNOW/EMERGENCY DAYS**

- A) On those days when school is closed because of inclement weather, or any other emergency, the regular employees will receive their regular salary if they are not required to work by their supervisor. Those who are required to work by their supervisor will receive double their regular daily salary up to a maximum of five (5) days in any one (1) school year. This applies only to Custodial, Garage and Cafeteria personnel who are expected to come to work on those days.

**ARTICLE 16
OVERTIME PAY**

- A) When forty (40) hours in a work week are exceeded the employee shall be paid straight time up to forty (40) hours and one and one half (1 1/2) times his/her hourly rate for over forty (40) hours. Any and all paid hours will be included in the calculations of forty (40) hours for a work week. All overtime must be pre-approved by the immediate supervisor. Any time spent during the regular work day on community service will not be calculated for overtime purposes in order for an employee to complete the job expectations for that particular day that go beyond the normal length of the day.

**ARTICLE 17
NON-INSTRUCTIONAL EMPLOYEES' RETIREMENT PLAN**

- A) The LaFayette Central School District provides the New Career Plan, 75 i of the New York State Employees Retirement System Plan for its employees.
- B) Effective January 1, 1974, the Board of Education elected to provide also Section 41 (J) of the Retirement System which provides that qualified employees who retire after January 1, 1974, will have unused sick leave up to a total of one hundred sixty five (165) days credited toward their service time for the calculation of the Retirement Pension (i.e., one hundred sixty five [165] days equals approximately five and one half [5 1/2] months).

**ARTICLE 18
MILEAGE**

- A) Approved mileage for employees using their own cars on school business shall be at the IRS mileage rate.

**ARTICLE 19
JOB VACANCIES**

- A) Notice of all non-instructional job openings within the District shall be posted prominently in all schools and Service Departments for at least five (5) days prior to "outside" announcements or recruiting. The President of the LaFayette Non-Instructional Employees Association will also receive the notice.
- B) Notice will include job classifications, salaries, Civil Service qualifications and any other information pertinent to the vacancy.
- C) All applications for such positions shall be in writing, formally acknowledged by the District and all applicants formally notified when such a position is filled.
- D) From July 1st to September 1st all non-instructional job openings, in addition to being posted, shall be mailed to the president of the LaFayette Non-Instructional Employees Association.
- E) Exclusive from the above mentioned vacancy provisions in filling vacancies, applicants who are currently employed by the District shall be given an interview, provided that the employee to be considered for such vacancy meets the following qualifications. The qualifications shall include, but are not limited to, the following: knowledge, skill, previous or relevant experience, prior evaluation of job performance, attendance, possession of special licenses or certifications, and Civil Service requirements.

When above factors are equal, District seniority will be the determining factor.

**ARTICLE 20
SICK LEAVE BANK**

- A) There shall be established a sick leave bank the purpose of which is to provide additional sick leave for bargaining unit members who have exhausted their accumulated sick leave due to extended illness. The Association shall establish and administer the policy and procedures of the bank.
- B) The District shall upon receipt of a sick leave bank authorization form deduct one (1) or more days sick leave from the authorizing employee's earned sick leave allotment and notify the Association of said authorization. It will be the responsibility of the Association to maintain the bank.
- C) Employees may at point of retirement contribute half (1/2) of their accumulated sick days to the sick bank or use them toward retirement.

**ARTICLE 21
SENIORITY**

A) NON-COMPETITIVE CLASS

1. Seniority for each employee in the non-competitive class shall be determined by the first day of unit work in the District.

B) COMPETITIVE CLASS

1. Seniority for each employee in the competitive class shall be determined by the date of the completion of the probationary period for that position.
2. A permanent employee transferred or promoted to a position in which (s)he is required to serve a probationary term shall have the right to return during the probationary period with two (2) weeks written notice to a position covered by his/her former Civil Service classification at his/her own election without loss of seniority.

C) LAYOFF, BUMPING AND RECALL

Departments shall be defined as follows: Food Service; Transportation; Custodial; Health Aide; Teacher Aide.

1. For layoff and a reduction in work hours purposes, for those employees in the labor and noncompetitive class positions only, the employee with the least title seniority shall be the first to be laid off until the total number of employees required to reduce the work force within that particular title shall be established. Having exhausted his/her seniority in his/her current title, he laid off employee shall exercise his/her departmental seniority to bump an employee with lesser seniority than he/she in a job title in his/her department according to the following departmental hierarchy.

Transportation Department

Head Mechanic
Mechanic/Driver
Driver
Mechanic Helper/Driver
Messenger
Transportation Aide

Food Service Department

Cook
Baker
Food Service Helper II
Food Service Helper I

Custodial Department

Maintenance Worker I
Custodial Worker II
Custodial Worker I

Health Aide Department

Health Aide

Teacher Aide Department

Teacher Aide

2. Title seniority shall be defined as of the effective date of appointment as approved by the Board of Education.
3. Employees may not bump into a different department unless the employee worked in that department. In order to bump into a title in a different department, an employee must have seniority in that particular title, must have previously provided satisfactory service in that title, and must be qualified to perform the duties of that title. The District shall make the determination as to the employee's eligibility as to satisfactory service.
4. Recalls shall be in the inverse order of layoffs or reductions. Recalls shall be limited to four (4) years duration, from the effective date of layoff, at which point the District is not required to recall the employee.
5. In the event that the District contemplates a reduction in a Department, the District shall notify the affected Department in writing, thirty (30) calendar days, except in the event of an emergency, prior to the date of the reduction of work hours or the elimination of the position. A copy of said notice shall be provided to the Association President simultaneously when the department is notified.

In the event of a layoff or reduction, the employee must notify the District in writing of his/her intention to bump within five (5) working days.

In the event that the employee's hours are reduced, such employee shall be entitled to use title seniority within the department to prevent or mitigate a reduction in work hours.

6. Seniority shall not continue to accrue during any absence in excess of ten (10) consecutive work days, off the payroll. Off the payroll shall mean the date beginning with which compensation is no longer paid by the District as if the employee were working. The time during which an employee is on Workers' Compensation shall count towards seniority.
7. Seniority shall be FROZEN during the following events:
 - a. Any unpaid leave in excess of ten (10) consecutive workdays.
 - b. Change in job title or department.
 - c. Any time off the payroll due to medical disability for a period up to that permitted under either §71 or §73 of the Civil Service Law, whichever is applicable.
 - d. Any layoff.

When the employee returns to work, his/ her seniority is restored, but no seniority shall be earned during the time off the payroll.

8. Seniority shall be **BROKEN** by any of the following events:
 - a. Resignation and/or quitting;
 - b. Retirement;
 - c. Termination;
 - d. Abandonment of position;
 - e. Failure to return from a leave of absence within three (3) working days after the end of the leave;
 - f. Layoff , with no recall during the time periods set out above;
 - g. Failure to return from a layoff within ten (10) working days of receipt of a certified notice of recall from the District.
9. If two (2) or more employees commence employment on the same date, their relative placement on the seniority list shall be determined as of the effective date of appointment as approved by the Board of Education. Seniority ties resulting from the effective date of Board of Education appointment shall be broken by placement of the individual's name in the Board resolution appointing said employees.
10. The District shall post seniority lists in each department at the beginning of each school year.
11. Long Term Substitutes do not accrue any seniority. **(See Article 34 F1)**

ARTICLE 22 EVALUATION

- A) Employees shall be evaluated at the discretion of the immediate supervisor, but at least two (2) times during the school year. The evaluation shall be an oral discussion between the Supervisor and the employee followed by a written evaluation completed on or about the end of the applicable school year. The written evaluation shall be signed by both the employee and Supervisor. A copy of all evaluations shall be placed in the employee's personnel file.
- B) Monitoring or observation of the work performance of an employee will be conducted openly.

- C) Employee(s) will be given a copy of any written visit or evaluation report prepared by his/her Supervisor. No performance appraisal report shall be submitted to the District Office, placed in an employee's file or otherwise acted upon, without a copy to the employee.
- D) Each employee will have the right to review and copy the contents of his/her complete personnel file with the exception of confidential recommendations. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- E) With the exception of confidential employment recommendations an employee shall receive a copy of all entries made in his/her personnel file. In any instance where an entry is made in a personnel file with which the employee disagrees or takes exception the employee shall have the right to file a written statement in his/her behalf with copies to all parties concerned and such statement shall become a permanent part of the employee's personnel file.
- F) Material of a derogatory nature originating from a source outside the school system shall not be placed in a personnel file unless it is substantiated.
- G) An employee has the right to have a representative present at any meeting when an evaluation or any matter of discipline is at issue. The employee shall select such representatives.
- H) No member of the bargaining unit will evaluate any other bargaining unit member.
- I) See Evaluation Form in Appendix A.

ARTICLE 23 USE OF FACILITIES

- A) The Association will be allowed to use school buildings at reasonable times for its meetings and other business provided that such use will not conflict with previously scheduled school events. Applications for use of buildings will be made in accordance with established procedures.
- B) The Association must obtain permission for this use from the appropriate Building Principal or Supervisor. The Association will be responsible for Food Service Worker and/or Custodial charges incurred when an approved meeting requires these services beyond their normal working hours of the assigned staff.
- C) In the performance of its functions, the Association has the right to use designated bulletin boards, inter-school mail services, provided said use does not interfere with the efficient operation of the District.

ARTICLE 24
ENROLLMENT OF EMPLOYEES' CHILDREN

- A) Staff members living outside the District will be allowed to enroll their children in the LaFayette Central Schools tuition free if it does not cause overcrowding of classroom space and/or additional cost to the District.

ARTICLE 25
DUES DEDUCTION

- A) The Board of Education of the LaFayette Central School District agrees to deduct from the salaries of its employees, dues for the LaFayette Non-Instructional Employees Association and its state and national affiliates, as said employee voluntarily authorizes the Board to deduct and to transmit the monies promptly to the LaFayette Non-Instructional Employees Association. The Business Manager will be informed of the amount of dues to be deducted by the Membership Chairperson of LaFayette Non-Instructional Employees Association ten (10) days prior to the first (1st) paycheck. Each employee's authorization shall be in writing on a form and submitted to the business office.
- B) The District shall deduct from the salary of each bargaining unit employee who is not a member of the Association, an agency fee. This fee, which shall be payable and forwarded to the Association in the same manner as members' dues, shall not exceed the dues amount.
- C) The Association agrees to indemnify the District and hold it harmless against any and all claims that may arise against the District for complying with the agency fee provision. The District shall give to the Association president, the original or true copy of any notice or claim made on the District pertaining to the agency fee provision.

ARTICLE 26
SUBSTITUTING

- A) Any unit employee required to substitute in a position covered by this agreement and at a higher rate of pay than their own, will be paid on that column at his/her own step on the first day of absence of the person holding the higher paid position.

**ARTICLE 27
UNIFORM & SHOE ALLOWANCE**

- A) All Maintenance Workers, Mechanics Mechanic/Drivers, and Custodian/Custodial Workers will be provided with full uniforms as supplied by the District. Safety shoes for Mechanics, Mechanic/Drivers, Maintenance and Groundskeepers will be reimbursed at the rate of \$75.00 annually with proof of purchase.
- B) Food Service Workers will be reimbursed \$125.00 annually for clothing with proof of purchase.

**ARTICLE 28
LONGEVITY ALLOWANCE**

- A) Longevity payments shall be applicable at the rate of thirty (.30) cents per hour after ten (10) years, twenty (20) years and thirty (30) years of continuous service at the LaFayette Central School District for persons employed in the food service division, teacher aide, health aide, transportation aide, bus driver, custodial, maintenance workers, mechanic, head mechanic and mechanic driver helper.

The longevity rate will be paid on all hours worked, but it will not become part of the employee's base rate of pay.

**ARTICLE 29
MEAL ALLOWANCE**

- A) MEALS ON FIELD TRIP ASSIGNMENTS

Bus Drivers on field trip assignments will be reimbursed for the purchase of meals only as follows:

1. Trips leaving prior to 8 a.m. and returning to the District after 11 a.m. are entitled to breakfast.
2. Trips leaving prior to 11 a.m. and returning to the District within 20 minutes prior to student dismissal are entitled to lunch.
3. Trips leaving prior to 4 p.m. and returning to the District after 7 p.m. are entitled to dinner.

- B) Allowance for meals

Breakfast	\$ 4.00
Lunch	6.00
Dinner	10.50

Effective July 1, 2002:

Breakfast	\$ 4.75
Lunch	6.50
Dinner	11.00

- C) Trips to high cost areas or of long duration will be paid at the rate of twenty-seven (\$27) dollars per day (all meals).
- D) All meals shall be receipted.

**ARTICLE 30
CUSTODIAL HOURLY RATES**

A) Custodian I

	2001-02	2002-03	2003-04	2004-05
Range	\$7.12-8.04	\$7.39-8.35	\$7.68-8.67	\$7.97-9.01

B) Custodian II

	2001-02	2002-03	2003-04	2004-05
Range	\$8.19-9.99	\$8.50-10.38	\$8.83-10.78	\$9.17-11.19

C) Custodial Worker I

	2001-02	2002-03	2003-04	2004-05
Range	\$6.89-7.86	\$7.26-8.27	\$7.64-8.69	\$8.04-9.13

D) Custodial Worker II

	2001-02	2002-03	2003-04	2004-05
Range	\$7.11-8.25	\$7.48-8.67	\$7.88-9.11	\$8.28-9.56

E) Maintenance Worker I

Movement from Tier A to B and C is based on demonstrated competencies in four (4) maintenance skill areas.

Range(s)	2001-02	2002-03	2003-04	2004-05
Tier A	\$12.84	\$13.34	\$13.85	\$14.39
Tier B	\$14.24	\$14.79	\$15.36	\$15.95
Tier C	\$15.78	\$16.39	\$17.02	\$17.67

F) OTHER

1. Custodial and Maintenance employees a 3.75% increase for 2001-02, a 3.85% increase for 2002-03, a 3.85% increase for 2003-04 and a 3.85% increase for 2004-2005. In addition, Custodial Worker I, and Custodial Worker II will receive a \$.25 increase for 2001-02, a \$.10 increase for 2002-03, a \$.10 increase for 2003-04 and a \$.10 increase for 2004-05 prior to the calculation of the percentage increase defined above.
2. It is the intent of the District within prevailing Onondaga County Civil Service procedures to promote currently employed Custodial personnel within a manning table consisting of Custodian II and Custodian I positions.
3. Maintenance Worker I employees will receive Tier A, B or C salary upon recommendation of the District Maintenance Supervisor to the Superintendent and the Board of Education. This recommendation will be based on demonstrated competencies in the areas of electrical repairs, plumbing repairs, general building repairs, heating and ventilation repairs; sewer plant maintenance and repairs, roof maintenance and repairs, athletic field maintenance. Movement from Tier A to Tier B will be recommended upon demonstrated competency in two (2) of the above areas. Movement to Tier C will be recommended upon demonstrated competency in four (4) of the above areas.
4. Custodial and Maintenance personnel will be reimbursed for the costs of in-service courses that receive the prior approval of the Superintendent of Schools or his delegate. In addition, the District when possible, will offer appropriate training programs designed to train personnel to do special Maintenance tasks.

G) HOLIDAYS

Holiday pay is based on the employee's normal time worked on the day immediately preceding and following the holiday.

H) HOLIDAY PAY

Employees who are required by their Supervisor to work on scheduled holidays will be paid time and a half (overtime pay rate) plus their regular holiday pay for a maximum of eight (8) hours per holiday.

I) WEEKEND WORK

Employees who are required to work on their Sabbath will receive double time for the hours worked. Employees who are required to work on the other weekend day will receive pay at the rate of time and one half. This additional compensation will only apply to those hours worked that exceed the normal forty (40) hours paid in any given work week.

J) OVERTIME

All employees will be expected to accept overtime assignments unless they have good and valid reasons for refusal. Required skills may limit the equal assignments of overtime work, however aside from such requirements every attempt will be made to give equal opportunity to all employees. Grounds maintenance, snow plowing and inter-school emergencies will be arranged so as to assure the fair distribution of assignments. The District shall maintain an accurate record of overtime.

K) CUSTODIAN II

1. Shifts

Custodian II will bid on their work shift by seniority.

2. Call Back

Custodians, Custodial Workers and Maintenance Workers called back for emergency work any time outside of their regular shift will be guaranteed a two (2) hour minimum of time and will be paid at the applicable overtime rate.

**ARTICLE 31
SCHOOL LUNCH HOURLY RATES**

A)	2001-02	2002-03	2003-04	2004-05
FSH 1				
Range	\$8.37-9.48	\$8.69-9.85	\$9.03-10.23	\$9.38-10.62
B)	2001-02	2002-03	2003-04	2004-05
FSH 2				
Range	\$9.48-10.76	\$9.85-11.17	10.23-11.60	\$10.62-12.05
C)	2001-02	2002-03	2003-04	2004-05
Cook				
Range	\$12.84-13.19	\$13.34-13.69	\$13.85-14.22	\$14.39-14.77

1. Food Service employees shall a 3.75% increase for 2001-02, a 3.85% increase for 2002-03, a 3.85% increase for 2003-04 and a 3.85% increase for 2004-2005.

D) FOOD SERVICE DELIVERY

Food Service delivery rate for 2001-2005 per daily run shall be: 2001-02- \$25.85; 2002-03- \$26.85; 2003-04- \$27.88; 2004-05- \$28.96.

E) COOK/BAKER

One thousand one hundred seventy (1,170) hours per year, six and three fourths (6 3/4) hours per day.

- F)** Effective July 1, 2001, the hourly rate for servicing dinners outside the regular school lunch program will be twelve dollars (\$12.00).

- G)** Food Service employees will receive holiday pay based on their normal working schedule for the specified holidays as noted under Article 14.

H) SCHOOL ACTIVITY DINNERS

The Food Service unit is guaranteed the opportunity to bid on all such dinners. Food Service employees will bid on the necessary staffing by rotation.

I) **BANQUET RATE DIFFERENTIAL**

When cooking/baking preparation is needed for outside activities during the regular work day, employees will be paid banquet rate differential for that time.

J) **CALL BACK**

Any employee called back for work any time outside his/her regularly scheduled shift or time will be guaranteed a two (2) hour minimum of time and will be paid at the applicable overtime rate.

**ARTICLE 32
TEACHER AIDE HOURLY RATES**

A)

	2001-02	2002-03	2003-04	2004-05
Range(s)				
Column A	\$6.43-7.35	\$6.78-7.73	\$7.15-8.13	\$7.53-8.55
Column B	\$8.55-9.73	\$8.98-10.21	\$9.43-10.71	\$9.90-11.22
Column C	\$9.17-10.51	\$9.63-11.02	\$10.10-11.55	\$10.60-12.09

B) **Other**

1. Teacher Aide employees shall receive a 3.75% increase for 2001-02, and a 3.85% increase for 2002-03, a 3.85% increase for 2003-04 and a 3.85% increase for 2004-05. In addition, Teacher Aides will receive a \$.25 increase for 2001-02, a \$.10 increase for 2002-03, a \$.10 increase for 2003-04 and a \$.10 increase for 2004-05 prior to the calculation of the percentage increase defined above.
2. Teacher Aides will be placed on Column B after completion of six (6) college credit hours which have been pre-approved by the Superintendent of Schools or his designee.
3. Teacher Aides will be placed on Column C after completion of twelve (12) college credit hours which have been pre-approved by the Superintendent of Schools or his designee.
4. Requests for movement to a higher column will be considered on September 15 for a full year's credit and on March 15 for one half (1/2) year's credit.
5. Appointment will be made on a yearly basis as these positions are dependent upon yearly requests, job descriptions and available resources.

C) Call Back

Any employee called back for work any time outside his/her regularly scheduled shift or time will be guaranteed a two (2) hour minimum of time and will be paid at the applicable overtime rate.

184 days
10 holidays
2 conference
196 total days (does not include Labor Day)

D) SUBSTITUTES

When a teacher aide is absent from his/her duties, the District will employ substitutes when at all possible.

**ARTICLE 33
HEALTH AIDE HOURLY RATES**

A)				
Health Aide	2001-02	2002-03	2003-04	2004-05
Range	\$9.91-11.44	\$10.29-11.88	\$10.69-12.34	\$11.10-12.82

1. Health Aide employees shall receive a 3.75% increase for 2001-02, a 3.85% increase for 2002-03, a 3.85% increase for 2003-04 and a 3.85% increase for 2004-05.
2. The normal school day for the Health Aide is seven and one half (7 1/2) hours per day. The daily time schedules and the work year will be the same as set for instructional staff members in the building to which the Health Aide is assigned.

**ARTICLE 34
TRANSPORTATION HOURLY RATES**

A) Hourly Rates

1.	Bus Driver Range			
	2001-02	2002-03	2003-04	2004-05
	\$14.17-17.08	\$14.72-17.73	\$15.28-18.42	\$15.87-19.13

2.	Mechanic Driver Range			
	2001-02	2002-03	2003-04	2004-05
	\$11.44-13.77	\$11.88-14.30	\$12.34-14.85	\$12.82-15.42

The Head Mechanic/Driver is currently out of range.

3.	Mechanic Helper/Driver Groundsperson/Driver Messenger			
	2001-02	2002-03	2003-04	2004-05
	\$7.58-9.16	\$7.87-9.51	\$8.18-9.88	\$8.49-10.26

4.	Transportation Aide Range			
	2001-02	2002-03	2003-04	2004-05
	\$6.43-7.35	\$6.78-7.73	\$7.15-8.13	\$7.53-8.55

1. Transportation employees shall receive a 3.75% increase for 2001-02, a 3.85% increase for 2002-03, a 3.85% increase for 2003-04 and a 3.85% increase for 2004-2005. Transportation Aides will receive a \$.25 increase for 2001-02, and a \$.10 increase for 2002-03, and a \$.10 increase for 2003-04 and a \$.10 increase for 2004-05 prior to the calculation of the percentage increase defined above.

2. Effective July 1, 2001 all extra trips, field, late and sports, late activity and late sports runs will be paid at the rate of ten dollars and seventy-five cents (\$10.75) per hour.

Effective July 1, 2002, all extra trips, field, late and sports, late activity and late sports runs will be paid at a rate of eleven dollars (\$11.00) per hour.

C) ASSIGNMENT TO ALL EXTRA, FIELD, LATE AND SPORTS TRIPS

1. During the first week in September, Drivers and Mechanic/Drivers will sign up indicating their willingness to participate in the categories of additional driving that are listed below.
 - a. Senior P.E., BOCES and any separate runs needed for student therapy and work sites. These runs will be listed and bid on by seniority for the school year. Drivers will be assigned these runs only if the run doesn't interfere with their regular runs. The District reserves the right to combine runs for economic and efficiency purposes. A list of substitute drivers will be created for all the above runs. When a driver is unable to complete an assigned run, either short term or long term, the next available driver on the seniority list for the runs will be assigned. No other substitution is permitted.
 - b. Late Activity and Late Sports Runs.
 1. Late Activity Run/Late Sports runs will be posted and bid for by seniority the first (1st) week of school. To be eligible for that school year a driver must have completed eighty (80%) percent of the assigned runs the previous year. This ineligibility will only apply for one (1) year. Drivers who were not assigned the previous year are always eligible.
 2. When a driver is unable to complete an assigned sports trip, either short or long term, the next available driver on the seniority list for Late Activity/Late Sports Run will be assigned. No other substitution is permitted.
 - c. A separate list will be posted for each of the following:
 - i. Daytime - Bus Scheduled to leave by 3:00 p.m.
 - ii. Nighttime - Bus leaves after 3:00 p.m.
 - iii. Weekend - Any trip taken on Saturday and/or Sunday.
 - iv. Extended - Any trip beyond a 50 mile radius as depicted on the map in the transportation office.
2. The following provisions shall apply to those runs listed in (1)(c) above:
 - a. The administrative personnel will rank the signees on each list by seniority. The administrative personnel will post the runs set forth in (1)(c) above within (3) working days of receipt of the trip request. Drivers must indicate their desire to drive, in writing, within (3) working days of the posting. If the driver assigned refuses the assignment, the next available driver on the list will be assigned and the driver who declined the trip will be placed on the bottom of the list. The only

exception will be if the trip is declined due to long-term illness or death in the family. The administrative personnel will update assignments on a daily basis.

- b. There will be no trading, switching or giving away of any bus trips or bus runs at any time.
- c. When a trip is postponed and the assigned driver declines the rescheduled trip, he/she will be assigned to the next available unassigned trip within the same class of trip as defined by 1(c) above.
- d. When a trip is canceled, the assigned driver will be assigned to the next unassigned trip.
- e. Posted lists will be updated to reflect the name of the driver who actually drives the trip. Drivers who have accepted any trip, but refuse the trip (48) hours prior to notice of departure will lose two (2) turns in the rotation. They will be charged for the trip plus one (1). This is intended as a penalty.
- f. If a trip is posted with less than 24 hours notice, there will be no penalty for denial and the driver will not be charged for accepting. This means that a driver will not lose the rotation position for denying/ accepting the run.

D) FIELD TRIPS AND AWAY

If the driver loses one (1) regular run because of a Field Trip (s)he will receive his/her regular rate of pay for one and one half (1 1/2) hours plus the applicable hourly rate for additional hours used beyond regular trip time. If driver loses the full day (s)he will receive his/her regular rate of pay for three (3) hours plus the applicable hourly rate for the additional hours.

E) SUMMER RUNS

- 1. All summer runs will be posted prior to the close of school. Employee(s) interested will bid by seniority. Summer runs that come up after the close of school will be assigned from the established list by seniority.
- 2. Driver(s) assigned to summer runs will be expected to drive four (4) or more weeks. The only exceptions being illness or doctor's appointments.

F) **SUBSTITUTE DRIVERS**

1. Any LaFayette substitute driver going on full-time Bus Driver's salary will be given credit for previous driving experience.
2. If a regular driver requests approval for, and receives, a scheduled leave of absence for 30 consecutive work days or more, the vacant run will be posted, and bid on by seniority for one time only. Any vacant run created by this assignment will be assigned to a substitute driver.

G) **HOLIDAY PAY**

The Bus Driver's salary recognizes the holiday pay. If a holiday is worked because school is in session the employees will automatically receive another day.

H) **OVERTIME**

Drivers whose regular run exceeds their contracted number of hours on any given day will be compensated for extra hours at their applicable hourly rate.

I) **DRIVING WHEN SCHOOL IS CLOSED**

When LaFayette Jr/Sr. High School, C. Grant Grimshaw Elementary School and/or the Onondaga Nation School are closed on LaFayette School calendar days other than regents week, Bus Drivers and Transportation Aides who drive a regular run will receive double pay for the actual hours worked with a minimum of three (3) hours per day. In the event a driver does not choose to take his/her regular run on such a day, the Transportation Supervisor will assign these substitute runs on a seniority basis to regular drivers who otherwise would have the day off without pay when school is closed.

J) **CALL BACK**

Any employee called back for work any time outside his/her regularly scheduled shift or time will be guaranteed a two (2) hour minimum of time and will be paid at the applicable overtime rate.

K) **Split Dismissals**

Employees called back to work for split dismissals will receive a minimum payment equal to ninety (90) minutes at their regular driving rate.

L) USE OF BUS BY OUTSIDE AGENCIES

1. Contract agency will pay the field trip rate for Driver service. The Driver will be paid within two (2) weeks of the date service rendered.
2. Only qualified Bus Drivers employed by the District will be allowed to transport students on school buses.

M) BUS DRIVERS' HANDBOOK

Will be revised annually. Transportation employees will form a committee to work with Transportation Supervisor to revise handbook.

N) DRIVER TRAINING COURSES

1. All Bus Drivers are required to attend New York State mandated training courses as follows: New Drivers - thirty (30) hours first (1st) year, experienced Drivers - four (4) hours each year. Drivers will be paid at a rate of eight dollars (\$8.00) per hour for attendance at mandated training programs effective July 1, 2001. New Drivers must provide at least one (1) year of service to the District following completion of the thirty (30) hour course. Failure to comply with same will result in a pro rata reduction from the employee's final paycheck.

O) EXTENDED FIELD TRIPS

1. Drivers will receive regular field trip pay for all hours spent on an extended field trip except for eight (8) hours sleeping time except if the actual driving time exceeds eight (8) hours. If the actual driving time hours exceed eight (8) all driving hours beyond eight (8) will be paid at time and one half (1 1/2) of his/her hourly rate if the trip is an overnight. All meals, lodging and bus expenses will be reimbursed by the District if receipted to the District.
2. All extended field trips will be assigned on a seniority rotation basis. Only those Drivers who have signed up for and successfully completed regular field trips will be eligible.

P) REST ROOMS

All Drivers will have access to rest rooms before and after all regular and extra trips.

Q) USE OF NON DRIVERS

The District reserves the right to assign other than unit Bus Drivers to transport no more than three (3) students to a competition which is not regularly scheduled at the beginning of the school year. Not more than six (6) such trips a school year will be permitted. Notice of said trips will be sent to the Association President.

R) INCIDENTAL DRIVING

The District reserves the right for incidental trips to be driven by the Transportation Supervisor at his or her discretion, any time during the day, but not longer than one hour's duration, or in extreme emergencies could be longer than an hour when drivers cannot be obtained in a timely fashion.

S) NON STUDENT DRIVING

Seniority will be the determining factor for assignment.

T) REGULAR RUNS

A regular run which becomes vacant during the course of the school year will be posted for 3 working days and will be assigned by seniority. This will not apply to special education runs. The parties further understand and agree that the bidding will be limited to the initial vacancy only and will not domino to any other reassignment resulting from the initial vacancy.

**ARTICLE 35
GRIEVANCE PROCEDURE**

Non-Instructional Employees

A) DEFINITIONS

1. **Grievance** - a grievance is a claimed violation, misinterpretation or inequitable application of the terms of this agreement.
2. **Immediate Supervisor** - is defined as Business Manager, Cafeteria Supervisor, Supervising Teacher, Transportation Supervisor or Maintenance Supervisor.
3. **Association** - shall mean the LaFayette Non-Instructional Employees Association.
4. **Aggrieved Party** - shall mean any person in the bargaining unit filing the grievance.

5. Days - shall mean regular working days Monday through Friday twelve (12) months per year excepting legal holidays.

B) RIGHT OF GRIEVANCE

It is clearly understood that employees shall not be disciplined and/or discriminated against for presenting their grievance.

C) PROCEDURES

1. Except for informal decisions at Level One (1) all decisions shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the individual and the Association.
2. All grievances shall include the name and position of the aggrieved party, the identity of the article of this agreement involved in the grievance, the time and place of the events or conditions causing the grievance; the identity of the party if any and if known responsible for said events or conditions and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
3. The preparation and processing of grievances shall be conducted outside the hours of employment.
4. Except as otherwise provided in Level One (1) an aggrieved party shall have the right at all steps of a grievance to be represented by an individual of his/her choosing.
5. Nothing contained in this article shall be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted.
6. In the event that any grievance is adjusted without formal determination pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall in all respects be final said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

D) TIME LIMITS

1. Time limits specified in this article for either party may be extended only by mutual agreement.
2. No grievance shall be recognized unless it is presented at Level 2 within thirty (30) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
3. Failure of the District to comply with the time limits provided in this agreement will automatically constitute a move to the next level.
4. In the event a grievance is filed on or after June 1 upon request by the aggrieved party the time limits set forth herein may be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is possible.

E) LEVEL ONE (1) - INFORMAL

An individual having a grievance will discuss it with the Immediate Supervisor with the objective of resolving the matter informally. The grievant may be represented by legal counsel and/or a fellow employee or anyone of his/her own choice.

F) LEVEL TWO (2) - FORMAL

1. If the individual is not satisfied with the disposition of the grievance at Level (1) (s)he may then file a written statement of grievance with the Immediate Supervisor.
2. Within ten (10) school days after receipt of the grievance the Immediate Supervisor or his duly authorized representative shall make a written answer of his determination to the aggrieved party.

G) LEVEL THREE (3) - SUPERINTENDENT

1. If the individual is not satisfied with the disposition of the grievance at Level 2 (s)he may then file a written statement of the decision rendered at Level Two (2) with the Business Manager within ten (10) school days after the individual has received such written decision.
2. Within ten (10) school days after the receipt of the appeal the Superintendent or his duly authorized representative shall hold a hearing with the individual and a person of his/her choice and all other parties in interest.

3. The Superintendent shall render a decision in writing to the individual within ten (10) school days after the conclusion of the hearing.

H) LEVEL FOUR (4) - BOARD OF EDUCATION

1. This stage provides for an appeal from the decision of the Superintendent if the aggrieved party is not satisfied with the determination made by the Superintendent and wishes to pursue the grievance. The employee (aggrieved party) may, within ten (10) school days of receipt of the Level Three (3) decision, appeal the decision directly to the Board of Education.
2. All of the particulars of the grievance to date must be made available to the Board of Education in writing.
3. The Board of Education will make a decision , and respond in writing within ten days of the hearing.

I) LEVEL FIVE (5) - ARBITRATION PANEL OR SINGLE ARBITRATOR

1. This stage provides for an appeal from the decision of the Board of Education if the aggrieved party is not satisfied with the decision made by the Board. The aggrieved party and the Association may appeal the Level Four (4) decision to an arbitration panel as described below in section (a). Upon agreement between the Association and the District, an appeal of the Level Four (4) decision may be made to a single arbitrator described below in section (b).

a. Arbitration Panel

1. The grievance may be submitted to arbitration panel by a written notice served upon the clerk of the Board of Education within fifteen (15) school days of the decision at Level Four (4).
2. This panel shall consist of three (3) members. One (1) members shall be appointed from the Non-Instructional Association, one (1) from the Board of Education and these two (2) appointed members in turn shall appoint the Chairperson from the list of mutually agreed upon school community members. Individuals who will be called as witnesses, or who are listed as either a grievant or a respondent shall be ineligible for membership to the arbitration panel. Each panel will be appointed when this grievance step becomes effective and will serve for one (1) grievance after which a new panel may be appointed.

3. Any vacancies on the panel will be filled immediately by the appropriate group(s).
 4. The employee may appeal to the Arbitration Panel from the determination of the Board of Education. All information pertaining to the case to date shall be submitted in writing. A formal hearing will be held and a decision will be made by the panel. The panel shall have no power or authority to make any decision which requires commission of an act prohibited by law or which is violative of or beyond the scope of this agreement. The decision of the panel shall be binding on both parties. This Fifth (5th) Level shall be completed within fifteen (15) working days from the completion of the Fourth (4th) Level.
2. This stage provides for an appeal from the decision of the Board of Education if the aggrieved party is not satisfied with the decision made by the Board. The aggrieved party and the Association may appeal the Level Four (4) decision to a single arbitrator described below in section (a).
- a. Single Arbitrator
1. The grievance may be submitted to arbitration by a written notice served upon the clerk of the Board of Education within fifteen (15) school days of the decision at Level Four (4).
 2. Within five (5) school days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association. A copy of the request or demand will simultaneously be served upon the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.
 3. The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s).
 4. The arbitrator shall have no power or authority to make any decision which requires commission of an act prohibited by law, or which is violative, or beyond the scope of the terms of this agreement. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

5. The costs for the services of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

ARTICLE 36
JOB DESCRIPTION AND TENURE
(According to New York State Civil Service Law)
Amended 19 September 1979

A) PROBATIONARY PERIOD

1. Except as herein otherwise provided every permanent appointment from an open competitive promotion eligible list from a departmental or interdepartmental examination and every appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term of not less than eight (8) or more than fifty two (52) weeks for twelve (12) month employees and forty (40) weeks for ten (10) month employees.
2. The probationary term for training positions in which an appointee is required to serve a specified training term shall be not less than twelve (12) or more than fifty two (52) weeks.
3. Every permanent appointment from a promotion list resulting from a departmental or interdepartmental examination admitting non-competitive class employee shall be for a probationary term of not less than eight (8) or more than twenty six (26) weeks.
4. An appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary term is successfully completed. A copy of such notice shall be sent to the Commissioner.
5. If the conduct or performance of a probationer is not satisfactory his/her employment may be terminated at any time after the completion of the minimum period of service and on or before completion of the maximum period of service as prescribed in these rules.

B) DISCIPLINE

1. Discipline is defined as occurring when a Supervisor (Business Manager, Building Principal, Supervising Teacher, etc.) calls an employee in to warn him of the possibility of dismissal as the result of continued unsatisfactory work or action.
2. Any recommendation by a Supervisor that an employee be suspended or discharged must be made to the Business Manager or his/her designated

representative. The Business Manager or his/her designated representative may make an immediate suspension pending a hearing if (s)he feels the circumstances warrant such action.

3. Hearing rights are available to competitive, non-competitive and certain labor class employees defined within Civil Service Regulations after the completion of one (1) full year of service with the District.
4. The Business Manager or his/her designated representative shall file charges against the suspended employee within five (5) working days of the receipt of the suspension or discharge recommendations.
5. The hearing will be conducted under Section 75 of Article 5 of Civil Service Law.
6. In the event that the hearing decision is in the employee's favor the employee shall be reinstated and paid for all wages and benefits lost.

ARTICLE 37 DIRECT DEPOSIT OF PAYCHECKS

- A) The District shall provide for direct deposit of paychecks for bargaining unit members on an individual and voluntary basis. Direct deposit of paychecks shall be limited to M&T Bank, three (3) other institutions selected by bargaining unit members and/or the School Employees of Central New York Federal Credit Union. This agreement to increase direct deposit locations will take effect only if LaFayette Central School can make direct deposits in the selected additional banking locations.

ARTICLE 38 RETROACTIVITY

- A) All personnel covered by the Non-Instructional Employees Association Bargaining Unit between July 1, 2001 and the date this agreement is signed, shall receive retroactive pay to July 1, 2001, for all paid leave time and work performed and deductions made for work not performed, accordingly, during said retroactive period.

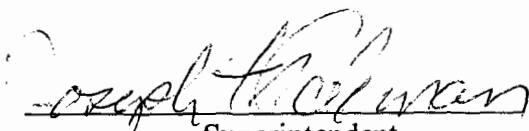
MEMORANDUM OF AGREEMENT

This agreement shall become effective July 1, 2001 and remain in full force and effect until midnight, June 30, 2005 except as expressly modified herein. Neither party to this agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly covered by this Agreement unless it be mutually agreed to in writing.

**TAYLOR LAW AMENDMENT
204-A**

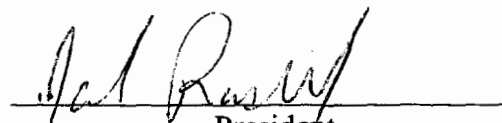
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

LA FAYETTE CENTRAL SCHOOL
BOARD OF EDUCATION


Superintendent

8/29/02
Date

LA FAYETTE CENTRAL SCHOOL
NON-INSTRUCTIONAL
EMPLOYEES' ASSOCIATION


President

9-17-02
Date

