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#### **Contract Database Metadata Elements**

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**AGREEMENT**

**BY AND BETWEEN THE**

**FRIENDSHIP CENTRAL SCHOOL DISTRICT #1**

**Towns of Friendship, Cuba, Belfast, and Wirt**

**SUPERINTENDENT OF SCHOOLS**

**and the**

**FRIENDSHIP CENTRAL SCHOOL DISTRICT UNIT**

**of the**

**CIVIL SERVICE EMPLOYEES ASSOCIATION**

**July 1, 2007 - June 30, 2012**

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## **PREAMBLE**

The following Rights of CSEA Employees, and the Employer shall be contained in this preamble which shall become a part of and included in the agreement.

## **RIGHTS OF CSEA**

The CSEA, Inc. CSEA/AFSCME Local 1000 of the AFL-CIO shall have the sole exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act: under other applicable law, rule, regulation, or statute, under the terms and conditions of this agreement, to designate its own representatives and to appear before any appropriate official of the employer to effect such representation, to direct, manage, and govern its own affairs; to determine those all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The CSEA issue including, but not limited to the grievance and appeal procedure in this agreement and to pursue any matter to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of it professional, legal, technical, or specialized services.

## **RIGHTS OF THE EMPLOYEES**

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of any kind of reprisal or penalty from the CSEA or the Employer.

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or it agents.

Second shift employees shall be free to participate in CSEA functions during working hours.

## **RIGHTS OF THE EMPLOYER**

### **SECTION 1**

Except as otherwise specifically provided in this agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this agreement.

**SECTION 2**

Under the terms of this agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment to enter into a written agreement with the CSEA.

**ARTICLE 1  
RECOGNITION**

The employer recognizes that the CSEA, Inc., CSEA/AFSCME Local 1000, AFL-CIO shall be the sole and exclusive representative of all employees in the Unit defined in ARTICLE 2 of this agreement for the purpose of collective bargaining and grievances and shall have this exclusive representation status for the maximum period permitted by law.

**SECTION 1**

- A.) CSEA as used in this contract refers to CSEA Inc., local 1000 AFSCME, AFL-CIO.
- B.) Employer refers to the Friendship Central School District #1, Towns of Friendship, Cuba, Belfast, and Wirt.

**ARTICLE 2  
COLLECTIVE BARGAINING UNIT**

All non-instructional employees of the Friendship Central School District shall be covered under this agreement.

**ARTICLE 3  
JUST CAUSE**

All permanent employees covered under this agreement shall be afforded the protection of Sections 75 and 76 of New York State Civil Service Law and shall be subject to such disciplinary action for just cause.

**ARTICLE 4  
NO STRIKE CLAUSE**

The CSEA affirms that it does not assert the right to strike against the employer; it shall not cause, instigate, encourage or condone a strike.

**ARTICLE 5  
LEGISLATIVE CLAUSE**

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

**ARTICLE 6  
DUES DEDUCTION**

**SECTION 1**

The employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, NY 12210, regular membership dues and Life and Accident and Sickness insurance for those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction. The employer agrees to deduct and remit such monies exclusively for CSEA as the recognized exclusive negotiating agent for employees in this unit.

**SECTION 2 - AGENCY SHOP**

The Civil Service Employees Association, Inc. having been recognized and certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. the employer shall make such deductions and transmit the amount so deducted along with a list of such employees to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, NY 12210.

CSEA shall hold the employer harmless against any and all suits, claims, and liabilities that shall arise out of or for any reason due to any action taken in complying with AGENCY SHOP provision.



**SECTION 3**

The employer, within thirty (30) days after the ratification of this contract, shall furnish the CSEA a complete list of names, home addresses, work locations and position title of all employees in the negotiating unit covered by this contract and the list shall be updated only as the changes occur in the names, home addresses, work locations, and position title of newly hired, reinstated and transferred employees as well as employees who terminated employment in the negotiating unit.

**ARTICLE 7  
UNION SECURITY**

The Association shall have a total of three (3) days leave of absence per school year for use by members of the bargaining unit who are elected or appointed officials of the Civil Service Employees Association, Inc. for the conduct of union business. No charge will be made to the employee's leave credits. The employee must be one of the following to attend the appropriate meeting:

1. A member of the CSEA Board of Directors
2. A delegate to the CSEA Annual Convention
3. An official of Region 6 CSEA

**ARTICLE 8  
SAVINGS CLAUSE**

**SECTION 1**

If any article or part thereof of this agreement or any addition should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

**SECTION 2**

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

## **ARTICLE 9 AGREEMENT**

### **SECTION 1**

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

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

Any individual arrangement, agreement, or contract between the Board and an individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. No future individual arrangement, etc., shall be made with any employee without the knowledge and consent of the CSEA.

The final proof shall be read by both the administration and the unit and they shall agree upon its final form before being issued. The parties to this agreement shall meet every two (2) months to discuss various matters relating to the terms and conditions of employment and matters of mutual concern. These meetings may be rescheduled by mutual agreement.

### **SECTION 2-COPIES**

Copies of this agreement shall be issued at the expense of the Board and given to all non-teaching employees now employed or hereafter employed by the Board within thirty (30) days after its execution or employment, if that occurs later.

## **ARTICLE 10 BULLETIN BOARDS & JOB POSTING**

### **SECTION 1 - BULLETIN BOARDS**

Job vacancies will be fully announced and described by posting on the district's official bulletin board and on CSEA bulletin boards. The school district shall provide for CSEA use, such space and bulletin boards. Such space shall be made available at all appropriate work locations and/or places of assembly by the employer. The number, size, and location of the bulletin boards shall be jointly decided by the employer and CSEA, and these bulletin boards shall be for the exclusive use of CSEA for announcement of meetings, election notices, and for all other matters relative to CSEA business including job posting. The district's official bulletin board is in the central office and the CSEA bulletin board is in the cafeteria area.

## **SECTION 2 - JOB POSTINGS**

When a job vacancy or vacancies occur within district employment, the District will be responsible for distributing and posting the announcement of such vacancies at all work locations of employees who may be affected by such vacancies at least ten (10) calendar days prior to the date they are to be filled. Announcement of such vacancies shall contain the title position(s) to be filled, minimum qualifications, hours of work, person to contact, and last date to apply for position(s). When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore with the contact person above on the notice. However, that such notice be filed within ten (10) days following announcement of the vacancy.

If a job vacancy occurs during a holiday period greater than ten (10) days or during the summer vacation, the District will notify the local President and the local Secretary by certified mail. If the union officials will not be available during these periods, they will notify the school superintendent of their designee. The union will make an effort to notify the membership of the vacancy. Any member interested in bidding on a vacancy must do so within fifteen (15) days of the mailing of the notification by either union official or their designee.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

### **SECTION 1 - UNIFORMS**

Cafeteria, custodial, and bus driver personnel will be provided with uniforms to be worn during working hours. (NOTE: the intent is the employer will continue the current practice as to how the uniforms are chosen and how they are cleaned and agreed upon with the employees.)

### **SECTION 2 - PERSONNEL FILE**

A.) The School District shall maintain only one (1) personnel file for each employee covered under this agreement, **except files required by law, business records, or anecdotal records which can only be used to refresh the recollection of an administration officer.** Such file shall be maintained in the central office. The employee shall receive a copy of all material placed in the personnel file except confidential pre-employment materials. The file shall be available to the employee for inspection in the presence of the Superintendent or his/her designee within twenty four (24) hours of the employee requesting inspection of his or her file. **Pre-hire information shall be withdrawn from the file at the time of inspection and the employee will be given a copy of each document if he/she so request.**

**B.) No derogatory material shall be placed in an employee's personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he/she has read such material by affixing his/her signature on the material to be filed with the understanding that such signature merely acknowledges that he/she has read such material and does not indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his or her personnel file and have such response attached to the material, making it a part of such file.**

**C.) An individual employee, when examining their personnel file, may be accompanied by a representative of his/her choice.**

**D.) An employee may request in writing that any information of an adverse nature which is three (3) years old shall be removed from his/her personnel file at the Districts discretion.**

### **SECTION 3 - DUTY SCHEDULES**

Duty schedules shall be received by the teacher aides with their yearly contract.

### **SECTION 4 - TAX SHELTERED ANNUITIES**

Non-teaching employees shall be permitted to participate in designated tax sheltered annuities through payroll deduction Plan.

### **SECTION 5 - EVALUATION / PERFORMANCE REVIEWS**

- 1. Frequency - Each employee's job performance will be assessed at least once a year.**
- 2. Authorized assessors - An employee's job performance will be assessed by an administrator or supervisor. CSEA members will not be allowed to be evaluated by another CSEA member.**
- 3. Procedure -**
  - A.) An assessor will explain the assessment procedures and the assessment instrument to each employee before the employee's first ever review.**
  - B.) An assessor will fill out an assessment instrument and hold an annual conference on job performance with each employee.**
  - C.) Within fifteen (15) workdays after the conference the assessor will provide the employee with a copy of the final review, this review will be signed by the assessor, the Superintendent or his/her designee. If an employee chooses to respond to the evaluation it will be attached to the evaluation. Each employee is then required to sign their evaluation to show they have received it. The evaluation will then be forwarded to the District Central Office to be placed in the employee's personnel file.**

**ARTICLE 12**  
**NEGOTIATION PROCEDURE**

**SECTION 1**

It is understood that the terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such issue.

**SECTION 2**

No later than February 1 of each year the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such agreement is not concluded by April 1 either party may call an impasse and request the State Public Employment Relations Board to assist the parties in reaching an agreement.

**SECTION 3**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the CSEA unit and the Board, the parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

**ARTICLE 13**  
**GRIEVANCE REPRESENTATIVE**

Grievance representatives in each school and other building shall be allowed to investigate alleged grievances and appear with a fellow employee at any stage of the grievance procedures when they occur without loss of pay.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1 - DECLARATION OF PURPOSE**

WHEREAS, the establishment and maintenance of harmonious and cooperative relationship between the Board of Education and its non-teaching personnel is essential to the operation of schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of non-teaching personnel through procedures under which they may present a grievance, free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the board) and its non-teaching personnel are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies.

#### **SECTION 2 - DEFINITIONS**

2.1 A **GRIEVANCE** is a claim by any non-teaching employee or group of non-teaching employees in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rule by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and Administration.

2.2 The term **DEPARTMENT HEAD** shall mean any department chairman, immediate supervisor, or other supervisory officer responsible for the area in which an alleged grievance arises.

2.3 The **CHIEF SCHOOL OFFICER** is the superintendent of schools or the principal of the district, as the case may be.

2.4 **ASSOCIATION** will mean Friendship Central School District Unit of the Civil Service Employees Association, Inc.

2.5 **AGGRIEVED PARTY** shall mean any person or group of persons in the negotiating unit filing a grievance.

2.6 **PARTY IN INTEREST** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

2.7 **GRIEVANCE COMMITTEE** is the committee created and constituted by the Friendship Central School District unit of the Civil Service Employee Association, Inc.

2.8 **HEARING OFFICER** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

### **SECTION 3 - GENERAL**

3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general settlement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the non-teaching employee and the Association.

3.3 If a grievance affects a group of non-teaching employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of normal duties.

3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.6 Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.7 No interferences, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, any member of the grievance committee or any other person by reason of such grievance or participation therein.

3.8 Forms for filing grievances, serving notices, taking appeals and making reports and recommendation and other necessary documents will be jointly developed by the Board and the Association. The Chief School Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure. Extra copies of said forms will be kept in the District's Central Office.

3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.10 Nothing herein will be construed as limiting the right of any non-teaching employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted with intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on this grievance. 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.

3.11 If any provision of the grievance procedure or any application thereof to any non-teaching employee or group of non-teaching employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

3.12 The existence of the procedure hereby established shall not be deemed to require any non-teaching employee to pursue the remedies here provided and shall not, in any manner impair or limit the right of any non-teaching employee to pursue any other remedies available in any other form.

#### **SECTION 4 - TIME LIMITS**

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limit specified in 5.1; 5.2; 5.3; and 5.4 for either party may be extended only by mutual agreement.

4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) calendar days after the non-teaching employee knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will 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 is possible.



## **SECTION 5 - GRIEVANCE STAGES**

### **5.1 Stage 1. Department Head**

A.) A non-teaching employee having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The department head will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the grieved party or his representative present. If the non-teaching employee submits the grievance through a representative, the non-teaching employee may be present during the discussion of the grievance.

B.) If the grievance is not resolved informally, it shall be reduced to writing and presented to the department head.

Within two **(2)** school days after the written grievance is presented to him, the department head shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the non-teaching employee, his representative and the Association.

### **5.2 Stage 2: Chief School Officer**

A.) If the non-teaching employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure the non-teaching employee shall, within five **(5)** school days, present the grievance to the Association's Grievance Committee for its consideration.

B.) If the Grievance Committee determines that the non-teaching employee has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief School Officer within twenty **(20)** school days after the non-teaching employee has received such written decision. Copies of the written decision at stage 1 shall be submitted with the appeal.

C.) Within ten **(10)** school days after receipt of the appeal, the Chief School Officer, or his duly authorized representative shall hold a hearing with the non-teaching employee and the Grievance Committee or its representatives and all other parties of interest.

D.) The Chief School Officer shall render a decision in writing to the non-teaching employee, the Grievance Committee and its representative within five **(5)** school days after the conclusion of the hearing.

### 5.3 **Stage 3: Board of Education**

A.) If the non-teaching employee and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen **(15)** school days after receiving the decision at Stage 2.

The official Grievance record maintained by the Chief Executive officer shall be available for the use of the Board of Education.

B.) Within fifteen **(15)** school days after receipt of an appeal, the Board of Education shall hold a hearing on the Grievance. The hearing shall be conducted in executive session.

C.) Within five **(5)** school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

### 5.4 **Stage 4: Arbitration**

A.) After such hearing, if the non-teaching employee and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen **(15)** school days of the decision at Stage 3.

B.) Upon written notice of submission to arbitration, the Board and Association will submit the matter to PERB for assistance in selecting an arbitrator. Both parties will make every effort to complete and return to PERB the necessary forms as soon as possible. Further, both parties will be bound by the rules and procedures of PERB.

C.) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this agreement.

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

E.) The cost for arbitration, including expenses, if any, will be born equally by the Board of Education and the Friendship Central School District Unit of the Civil Service Employees Association, Inc.

## **ARTICLE 15 RE-CLASSIFICATION**

If a re-classification study of job titles is done within the Friendship Central School District, the school system and CSEA will convene immediately upon completion of such study for the express purpose of negotiating salaries for any change in titles.

## **ARTICLE 16 CONFERENCES**

### **SECTION 1**

Reasonable expenses of any member of the non-teaching staff attending a conference, workshop or required course which have received prior approval of the Superintendent of Schools, will be paid in full. Itemized and documented claims for reimbursement must be filed with the Business Office within thirty (30) calendar days of incurring the expense.

### **SECTION 2**

When an employee is pre-approved by the Superintendent to take a course relevant to his/her work assignment, the employee will be reimbursed the cost of the tuition for the course, upon submission of proof of successful completion of the course.

## **ARTICLE 17 PERMANENT STATUS**

After the completion of six (6) months of satisfactory probationary service, each new permanent non-teaching employee shall have permanent status under Section 75 of the Civil Service Law.

## **ARTICLE 18**

### **SENIORITY & LAY-OFFS**

#### **SECTION 1**

Seniority is defined as the length of continuous service in title with the employer. For layoff purposes, an employee with the least seniority shall be first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current title, the laid off employee shall exercise his seniority to displace any employee with the lesser seniority than he had on the other job titles previously held. Recalls shall be in the inverse order of lay off. In departments which do not rotate shifts, shift preference shall be decided by seniority.

#### **SECTION 2**

As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is:

- A.) on leave of absence
- B.) on lay off
- C.) absent from, and unable to perform the duties of his/her position by reason of disability resulting from occupational injury or disease
- D.) such other periods of service if any, as the Civil Service Law requires to be treated as part of the employee's continuous service

#### **SECTION 3**

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one or more of the following occurs:

- A.) he resigns(unless the employee is reinstated within the period permitted by any provision of the Civil Service Law applicable to him ;)
- B.) he is discharged
- C.) he retires
- D.) he refuses a recall

#### **SECTION 4**

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring official.

## **ARTICLE 19 TRANSFER & PROMOTION**

### **SECTION 1**

Transfers within the district, within a department or from one shift to another may be made when:

- A.) requested by the employee
- B.) need of the district requires a transfer

### **SECTION 2**

In the case of the employee's request to fill a position with the same job title which has become vacant within the school complex, within a department or from one shift to another, the employer shall within five (5) day working period appoint the employee to the vacancy if no other employee with more seniority and/or qualifications has applied for the position. If the employee applies and is qualified, he (the senior employee) shall be appointed. If the Employer refuses to make the appointment within the specified period, the employee requesting such transfer or the senior applying employee shall have the right to file a grievance. For the purposes of this Section, Aide and Monitor shall be considered to be the same title.

### **SECTION 3**

If the District's need is such that a permanent or temporary transfer, in excess of ten (10) working days of an employee is required, the employee shall not be transferred within the District, within a department or from one shift to another without five (5) working days written notice. If the employee has justifiable reasons as to why the transfer would cause hardship, no transfer shall take place. If the employer makes the decision to transfer the employee, the employee may resort to the grievance procedures to prevent such transfer.

### **SECTION 4**

When a transfer opportunity exists, all eligible regular permanent employees, beginning with the employee that has the greatest amount of seniority, will be canvassed to determine if any would be interested in the transfer. If no regular permanent employee wishes the transfer, the school district may then put the job up for bid publicly to find a person to fill the vacant position.

### **SECTION 5 - PROMOTION**

When a promotional opportunity exists, all regular permanent employees within the department where the promotion exists will be allowed to apply. Subject to applicable provisions of the Civil Service Law, if any, the regular permanent employee having the greatest amount of seniority and who is qualified according to the specifications for the position and employer evaluation shall receive the promotion. If the senior qualified regular permanent employee does not receive the promotion, he may file a grievance.

## **ARTICLE 20 WAGES**

### **SECTION 1**

Effective July 1, 2007 - 2008 of this contract, for one year only, the following hourly rates have been agreed upon, exclusive of longevity:

1. Returning employees shall be brought up to the starting rate (see appendix B) for their department. If the increase is less than fifty cents (.50) then the employee will receive an additional four percent (4%) increase on their new starting rate.
2. Employees who have been with the District for six (6) consecutive years as of July 1, 2007, and making less than eight dollars and fifty cents (\$8.50) an hour will receive a one dollar (\$1.00) increase to their 2006 - 2007 hourly rate and then an additional four percent (4%).
3. All other returning employees will receive four percent (4%) increase on their 2006 - 2007 hourly rate.

Starting with the second (2nd) year of this contract, all returning employees will receive the following increase throughout the term of this contract, exclusive of longevity:

- July 1, 2008-2009 four percent (4%) on their 2007-2008 hourly rate.
- July 1, 2009-2010 four percent (4%) on their 2008-2009 hourly rate.
- July 1, 2010-2011 four percent (4%) on their 2009-2010 hourly rate.
- July 1, 2011-2012 four percent (4%) on their 2010-2011 hourly rate.

Agreement is retroactive to July 1, 2007.

4. Newly hired employees of the bargaining unit shall be paid no less than the starting hourly rate shown in appendix B.

### **SECTION 2 - STIPEND**

Those employees regularly scheduled to work the second (2nd) shift shall be paid an additional stipend of thirty (.30) per hour for all hours worked, added to their regular hourly rate. (NOTE: This provision does not include bus drivers and similarly situated employees.)

### **SECTION 3**

With discussion with CSEA, the District, may award service credit, and/or experience, education, or training credit to a new employee or to a current employee in a new position.

However, any person hired by the District, who does not have service credit, experience, education, or training relevant to a particular position, should not be given a salary or hourly wage which exceeds the starting salary or hourly wage of a current employee in the same position. If a higher wage is paid to the new employee, who lacks such qualification, all salaries or hourly wages of said employee involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid the new employee.

## **ARTICLE 21 TIME KEEPING**

### **SECTION 1**

All non-teaching employees will be required to sign in and out and designate their lunch periods on a form provided by the District.

### **SECTION 2**

All full time bargaining unit employees (except bus drivers) will receive a ten **(10)** minute coffee break in the morning and afternoon with the approval of their immediate supervisor.

### **SECTION 3**

Cafeteria workers who work during the summer will be guaranteed a minimum of two **(2)** hours per day for all hours worked.

## **ARTICLE 22 WORK YEAR DEFINITIONS**

### **SECTION 1**

Unless otherwise specified in this agreement, each member will have two hundred sixty **(260)** work days per year or the number designated by the Superintendent.

A part time employee will be defined as one working less than twenty-five **(25)** hours per week.

A part time bus driver will be defined as one working less than three **(3)** hours per day.

**The District shall not alter shift hours of day & night shift employees. The employee will remain on their designated shift, unless it is agreed upon by the employee or his/her representative.**

### **SECTION 2 - TEMPORARY EMPLOYEE**

Any employee who is hired on a temporary basis and becomes a permanent employee shall be credited with seniority for the purpose of all benefits of this agreement from his/her original date of hire as a temporary employee, or date of execution of this agreement, whichever is less.

Temporary employees who are so employed for a period of twenty **(20)** consecutive days within a twelve (12) month period shall be considered as permanent employees.

In the event that any temporary or short-term vacancies become available, regular employees who are either laid off or who do not perform service during the entire school year will be given first preference provided they have filed written notice of desire for such work with their immediate supervisor.

### **SECTION 3 - TEN MONTH EMPLOYEE**

Ten (10) month employees or School calendar employees shall work between **180** and **190** days as designated by the Superintendent from September 1st and ending June 30th. If it is necessary for a school calendar employee to work more than 190 days, then the District shall pay the school calendar employee his/her regular hourly rate, accordingly.

**Aide with Specialized Instruction; Bus Driver; Cook; Cook/Manager; Food Service Helper; LPN; Monitor; Office Aide; Teacher Aide;**

**ASP Facilitator positions are contingent on grant funding.**

### **SECTION 4 - ELEVEN MONTH EMPLOYEE**

Eleven (11) month employees' work year shall be every work day from September 1st through June 30th of the school year except for Holidays. From July 1st through August 31st, eleven (11) month employees shall work twenty (20) days as assigned by their Supervisor. During the months of July and August the eleven (11) month employee may work up to an extra five (5) days at the discretion of the Superintendent or his designee. These extra days may be accumulated as compensatory days to be used as days off during the school year upon the employees prior request and at the discretion of the Superintendent or his/her designee.

Typist

### **SECTION 5 - TWELVE MONTH EMPLOYEE**

Twelve (12) month employees work year shall be every work day from July 1st through June 30th, except paid holidays.

Custodian/Bus Driver; Cleaner; and **Typist**

### **SECTION 6 - SCHOOL CLOSING**

**Any regular day that school is closed by the Superintendent due to unforeseen circumstances, all eleven (11) and twelve (12) month employees shall report to work for their regular work schedule. These Employees may elect to take a personal or sick day. Essential employees, as determined by the Superintendent, will be required to work.**

## **ARTICLE 23 WORK IN HIGHER CLASSIFICATION**

If an employee performs work in a classification which is in a higher title than his own for a consecutive period of two (2) working days or more, he shall be paid at the rate for the higher title of all time worked in such classification.



## **ARTICLE 24 OVERTIME**

### **SECTION 1**

All employees shall receive overtime at the rate of one and one half (1-1/2) times his/her hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Their shift shall not be **altered** by the employer to avoid paying overtime compensation to the employee. The employee(s) shall have the right to work his or her complete shift.

### **SECTION 2**

All paid time shall be considered as days worked for the computation of overtime.

### **SECTION 3 - CALL BACK PAY**

**In the event an employee is scheduled to work outside his/her normal working hours, he/she shall receive a minimum of three (3) hours pay at their regular hourly rate, unless the time exceeds the eight (8) hour day or forty (40) hour week.**

### **SECTION 4**

**A.) When overtime or extra hours is available in a department, priority shall be given to qualified employees in that specific department. An employee working in a specific job title shall be given preference as to overtime or extra hours when such overtime or extra hours work is required within that job title.**

**B.) If the District is unable to locate a qualified employee to work the overtime or extra hours assignment after exhausting the rotation, the District can ask a qualified substitute. If a qualified substitute is not able to work, then the District can assign a qualified employee to work the overtime or extra hours assignment from the rotation basis starting from the reverse seniority.**

## **ARTICLE 25 LONGEVITY**

**Service longevity will be granted July 1st of the fiscal year following the anniversary date for the 10th; 15th; 20th; 25th and 30th years of continuous service with the District. Longevity payments will be as follows:**

	after the 10th year of employment	<b>\$400</b>
<b>additional</b>	after the 15th year of employment	<b>\$400</b>
<b>additional</b>	after the 20th year of employment	<b>\$425</b>
<b>additional</b>	after the 25th year of employment	<b>\$425</b>
<b>additional</b>	after the 30th year of employment	<b>\$425</b>

Longevity pay will appear on a separate line.

## **ARTICLE 26 INSURANCE**

### **SECTION 1- HEALTH INSURANCE**

The Friendship School District shall pay one-hundred percent (100%) of the entire cost of the **Point of Service Plan (POS) for eligible employees with a Ten dollar (\$10)/ Four dollar (\$4) co-pay for prescription drugs. Employees hired and employed after July 1, 2007 shall contribute ten percent (10%) of the POS. The District shall offer the Allegany-Cattaraugus Schools Medical Health Plan and Major Medical and Preferred Provider Organization (PPO) with a ten dollar (\$10) / four dollar (\$4) generic co-pay drug prescription health plan with a ten percent (10%) contribution of the health insurance premium cost.**

The District shall have full authority to choose the plan provided, however, that all benefits shall be at least equal to those in effect in the past. In no case shall there be a lapse in coverage.

### **SECTION 2 - BUY OUT**

The School District will provide an insurance buyout to employees who are covered under another insurance program and choose not to participate in the **Friendship School District's provided Health Insurance Plan. The employee shall be paid a cash lump sum of Fifteen Hundred Dollars (\$1,500.00). This buyout will be a separate check from the employees regular pay, half to be paid in January and half in June.**

**NOTE:** If an employee has a change in their health insurance benefit provided elsewhere and need to get back into the District's health insurance program they will be allowed to do so.

### **SECTION 3 - RETIRED EMPLOYEES**

Retired employees shall be afforded the opportunity to remain in the group insurance and pay the cost of the premiums to the District.

### **SECTION 4 - LIFE INSURANCE**

The employer shall continue life insurance coverage for all employees of the Friendship Central School District covered under this agreement according to the following schedule:

- 1) \$15,000 for 11 and 12 month employees
- 2) \$12,000 for 10 month employees

The employer shall have the right to choose any reputable insurance company and the plan under which the employee will be covered provided it is within the guidelines (1 and 2) above, subject to final approval by CSEA.

The employer shall absorb 100% of the cost of this group life insurance plan.

**SECTION 5 - OPTICAL PLAN**

The Employer shall pay the entire premium cost of the CSEA Employee Benefit Fund in order to provide the optical plan known as Platinum-12. The administration of the optical benefit will be the responsibility of the CSEA-EBF. The District will pay no part in the administration other than making the agreed upon premium payments at regular intervals.

**ARTICLE 27  
VACATION**

**SECTION 1**

Twelve (12) month employees may take vacation periods during the School year, but they must have prior approval of the Superintendent of Schools. **The amount of paid vacation an employee will receive is based upon July 1st as an anniversary date of service at this District.**

**For the first year of employment, newly hired employees shall earn one (1) day of vacation for each full month of employment (persons employed before the fifteenth ((15th) of the month shall receive credit for that month), up to a maximum of five (5) days. Accrued vacation days may be used after three (3) months of employment. Thereafter, the full allotment shall be credited on July 1st of each year.**

This agreement shall provide for vacations according to the following schedule:

1 year =	1 week
2 years =	2 weeks
5 years =	2 weeks plus one day, and one day each additional year to a maximum of four (4) weeks

**Employees may elect to receive pay for up to five (5) vacation days in lieu of taking vacation time, or may elect to carry over to the next school year up to five (5) vacation days (provided the employee uses the five (5) days prior to August 1.)**

**Employees must notify the District in writing by June 1st if they elect to receive vacation pay or carry over days to the next school year.**

**Vacation pay will be issued as a separate check in the last scheduled pay date in June.**

## SECTION 2

A.) Vacations will be scheduled at the times requested by the employee. **Vacation requests for 2-5 days will be submitted one (1) week prior to request.**

Vacation requests which consist of six (6) or more days must be submitted four (4) weeks in advance of the requested time.

Seniority will prevail in all scheduling conflicts. Once a vacation request has been approved, an employee shall not be displaced by a more senior employee, who, following approval of the vacation period of a less senior employee, decides he/she wants to take vacation during the same period. If approved or disapproved by the Superintendent, the employee shall be notified of the Superintendent's decision within five (5) working days after the deadline date.

B.) In the event of an emergency **and/or for extraordinary conditions**, every effort will be made to grant said request. Such determinations shall not be arbitrary or capricious. Once vacation requests have been approved, an employee shall not be displaced by a more senior employee. Employees wanting to take an unscheduled vacation of one (1) days length must request such time at least twenty-four (24) hours prior to the date requested.

C.) Any employee who is laid-off, discharged, retired, or separated from the service of the employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation. **An employee who is discharged as a result of criminal activity will forfeit their right to this benefit.**

D.) In the case of the death of such an employee, such payment shall be made to his estate.

E.) An employee will not be allowed to take more than two (2) consecutive weeks or ten (10) days off at one time.

## SECTION 3

Any other vacation requests will be submitted to the Superintendent and will be granted based upon the needs of the District. Employees will be notified for these requests within five (5) working days.

## SECTION 4

Vacations will not be granted during the last week in August and the first week in September except in emergencies as approved by the Superintendent.

## **ARTICLE 28 HOLIDAYS**

### **SECTION 1**

**A.)** All **eleven (11) and twelve (12)** month employees shall receive the following fourteen **(14)** paid holidays:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	Independence Day

Columbus Day will be a holiday when it is on the school calendar as such.

The fourteenth **(14th)** holiday shall be a day designated by the Superintendent of schools, on or before **July 1st** for the following twelve (12) month period.

**B.)** All **ten (10)** month employees shall receive the following five **(5)** paid holidays:

**New Year's Day  
Good Friday  
Memorial Day  
Thanksgiving Day  
Christmas Day**

### **SECTION 2**

When a holiday falls on a Saturday, the preceding Friday shall be taken off by the employees as a paid holiday and when a holiday falls on a Sunday, the following Monday shall be taken off by the employees as a paid holiday.

### **SECTION 3**

If a paid holiday falls on a day when the school district is required to remain open, the employee shall receive a compensatory day off in lieu of the holiday. The employee shall decide what day he/she wishes to take off with the prior approval of the Superintendent or his designee. The Superintendent may reject the day based on the needs of the district.

### **SECTION 4**

**All part time employees will receive paid holidays prorated.**

## ARTICLE 29 LEAVES

### SECTION 1 - SICK LEAVE

1.) All twelve, eleven, ten month and school calendar employees covered under this agreement shall be granted one day of paid sick leave per month of employment annually. All employees shall be allowed to accumulate **180** sick leave days beginning from the date of employment. Such sick leave days shall be credited to each non-teaching employee at the beginning of the school year.

Five **(5)** days of the employees sick leave per year will be allowed for family sickness. For definition of family see under Bereavement Leave.

For employees hired prior to July 1, 1997, after the total sick leave has been used, the differential between the amount of substitute pay and the employee's salary shall be paid to the employee for as long as the employee is absent within each year. For absence in excess of five **(5)** working days, an employee shall furnish a doctor's statement indicating the nature of the illness.

2.) Employees shall be required to notify their immediate supervisor of an anticipated absence no later than one **(1)** hour prior to the start of their shift.

3.) **Part time employees will receive sick leave prorated.**

### SECTION 2 - UNUSED SICK LEAVE

In a year in which an employee has more than one hundred eighty **(180)** accumulated sick days and uses three **(3)** or fewer **sick days**, such employee may sell back, at **one hundred percent (100%)** of their daily rate, up to seven **(7)** days in excess of the maximum accumulated sick days.

**This will be paid in a separate check by July 31st.**

### SECTION 3 - EXTENDED LEAVE

Extended leaves of absence for illness or disability will require a bi-weekly status report by the employee to his immediate supervisor and from the employee's doctor if required by the employer.

### SECTION 4 - PERSONAL DAYS

1.) Up to four **(4)** days will be granted for the transaction of business that cannot be done except during school hours and exceptional personal obligations or emergencies, with the approval of the Superintendent of Schools or the Building Principal. Approval shall be subject to the terms of this Agreement.

Any unused personal days will be converted to accumulated sick leave annually.

2.) The application will be submitted by the employee to his/her immediate Supervisor at least two **(2)** school days prior to the desired day of absence when possible. The following application form will be used. **(Attached as Appendix A)**

3.) The District reserves the right to set reasonable limitations upon the number of employees who may use personal obligation leave on any one day. No personal leave would be granted during the last two weeks of June except in emergencies.

4.) **Part time employees will receive personal days prorated.**

## **.SECTION 5 - BEREAVEMENT LEAVE**

**A.) All employees shall be granted four (4) consecutive days off as needed for each death in the immediate family.**

The immediate family shall be defined as spouse; **domestic partner**; child; step children (current); grandchildren; parent; parent-in-law; sibling; sons and daughters-in-law; or other members of the family living in the home of the employee.

### **Domestic Partner definition:**

**1.) Cohabitation is an exclusive commitment similar to that of marriage;**

**2.) Neither party is legally married to any other person nor has another domestic partner**

**3.) Partners are both of age of consent and are not related by blood closer than would otherwise prohibit marriage by law.**

**B.) All employees shall be granted two (2) consecutive days off as needed for each death of other close relatives.**

Close relative shall be defined as grandparents; grandparent-in-law; sisters and brothers-in-law; aunt; uncle; niece and nephew.

Bereavement Leave shall not be deducted from sick leave or accumulated.

**C.) Bereavement leave will be paid at the employee's regular rate of pay.**

**D.) Additional bereavement days may be allowed at the discretion of the Superintendent. The additional days shall be deducted from the employee's accumulated sick leave. If an employee does not receive sick leave, then they will be unpaid days.**

## **SECTION 6 - CHILD CARE LEAVE**

A Unit employee who desires child care leave shall give written notice to the Superintendent at least one hundred twenty (**120**) days prior to the start of such leave, except where medically necessary and/or extraordinary circumstances dictate otherwise. In the case where medically necessary and/or extraordinary circumstances, the employee will notify the Superintendent as soon as possible. The leave without pay shall not exceed two (**2**) school years in length.

After the Board and the non-teaching employee have mutually agreed on the length of the child care leave, the employee's pay shall cease when the non-teaching employee begins the child care leave.

However, employee may request to use all or part of his/her sick leave prior to the leave. Should any provisions of the Family Medical Leave Act conflict with the above, the Employer shall comply with the provisions of the FMLA.

## **SECTION 7 - COURT DUTY LEAVE**

Employees subpoenaed as a witness or juror will be paid the difference between the fees received as such witnesses or jurors and the employee's salary they would have received with no loss of accumulated sick leave, other leaves, vacations, or holiday.

Employees absent as a result of litigation not related to professional activity and in which they are parties, shall be allowed to use personal business days for such periods of absence.

## **SECTION 8 - MILITARY LEAVE**

At the conclusion of military service, the Board shall return the employee to the same position which the employee left or a reasonable comparable position if such position is still in existence upon his return. If not, the Board shall offer the returning employee another position within the District in compliance with military law. If an employee who is the Reserves or National Guard, etc. is called to active duty for a short term, he shall not lose any position with the district held prior to the call and shall be returned to the same position upon his return as provided under the State Military Law.

As with the long term duty, any accumulative sick leave, vacation, and seniority shall be credited upon return.

## **SECTION 9 - WORKERS COMPENSATION**

The Board of Education shall continue to provide Worker's Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the Friendship Central School District should immediately report any accident/injury to his/her supervisor, but no later, if possible, than the end of the work shift. The employee must file an accident report with the school nurse within forty-eight (48) hours of any accident involving personal injury.

When the Board of Education is reimbursed by the Worker's Compensation Insurance carrier for remunerating employees under the sick leave policy of the Board of Education, the employee will receive credit for loss in sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Worker's Compensation Insurance carrier by the employee's daily rate of compensation.

## **SECTION 10 - DISABILITY**

In the event that any employee covered under this agreement becomes disabled, the employer shall be obligated to provide this employee with a position which is vacated by death, retirement or termination, provided he/she is capable of performing the indicated service.



## **ARTICLE 30 BUS DRIVER PROVISIONS**

### **SECTION 1 - WORK DEFINITION**

Each regular bus run within the District shall be considered an hour and one-half (**1-1/2**) in duration. It also includes the activities of the daily safety maintenance check and cleaning of the bus. Should a driver's regular run take less time than the hour and one-half, including the checking and cleaning, the District will be allowed to utilize said driver for driving purposes during such "down time."

### **SECTION 2 - STIPEND**

Bus drivers satisfactorily completing the ten (**10**) hour Advanced Bus Safety Training Course will be paid a stipend of one hundred-fifty dollars (**\$150**) one time, plus any tuition charges. Bus drivers shall be paid for all other time than above spent in attendance (excluding travel, meal time) at courses or training required by the employer.

### **SECTION 3 - REGULAR RUN**

Any regular scheduled bus runs such as pre-kindergarten, BOCES, and Special Classes shall be considered a regular run and the bus driver will be paid his/her regular rate of pay. **Regular scheduled runs will be posted at least one (1) week prior to the start of the school year and bid on each year according to seniority. If no driver bids on the run, the run will be assigned to the least senior driver. Although regular bus runs, including continuous runs will be established and initially bid by seniority, such assignments are subject to change at the District's discretion in accordance with District needs.**

### **SECTION 4 - EXTRA TRIP**

**Any regular bus driver who drives an extra trip shall receive his/her regular hourly rate of pay for the entire trip.**

Pay overtime at the regular rate of bus drivers pay.

- 1.) Extra trip records will be maintained by the Transportation Supervisor. The record will be posted on the bulletin board in the bus garage.
- 2.) Custodian/Bus Driver is included in the extra trip wheel.
- 3.) **Custodian/Driver may be eligible to participate in afternoon extra bus runs after 2:45 with the prior approval of the Superintendent or his/her designee.**
- 4.) **A Custodian/Driver must have the prior approval of the Superintendent or his/her designee before bidding on or accepting an afternoon extra trip.**
- 5.) **Custodian duties shall take precedent over afternoon bus runs.**
- 6.) **After forty (40) hours of work, Custodian/Driver will receive pay at time and one half of their regular Custodian/Driver hourly rate of pay.**

7.) **The District shall reimburse bus driver for meals on school related trips outside the district, if trips occur during the normal breakfast, lunch, or dinner hour. In no case will the cost for meals exceed the current federal per diem meal rate for the geographic area. All receipts will be required for reimbursement.**

#### **SECTION 5 - OVER TIME**

If a driver of a bus on a special trip is paid a fee for that trip, the driver must be a regular bus driver/employee and these employees must be contacted and requested to drive such trips. In the event that regular driver employees are unable to take such trips then other employees of the district may be requested to drive, if qualified. Whenever possible overtime driving opportunities will be posted forty-eight (48) hours in advance by the district. Employees interested in excepting the opportunities must notify the Transportation Supervisor during the period of posting.

#### **SECTION 6 - CHANGE OF DUTY**

**When it becomes necessary, a qualified regular employee, with the approval of the Transportation Supervisor, can fill in for the Transportation Supervisor.**

**If this is a current employee, the employee will be paid two (\$2) per hour more than his/her current rate.**

### **ARTICLE 31 RETIREMENT**

#### **SECTION 1**

The District will provide the “20 year retirement plan (75 i) with the sick leave rider (41j) and ordinary death benefit (60b), \$20,000.”

#### **SECTION 2 - UNUSED SICK LEAVE**

Payment of all unused sick leave at seventy percent (70%) of the average daily rate, shall be made before retirement. In order to receive this benefit, the Unit employee must comply with the following procedures:

- A.) notify the Board of Education by April 1 of the year preceding retirement in writing of their intent to retire and of the use of the benefits of this provision; and
- B.) must have served ten (10) continuous years in the District ; and
- C.) be eligible for retirement benefits under the Employees Retirement System or the New York State Teachers’ Retirement System; and
- D.) actually retire under the appropriate retirement system; and
- E.) if the above provisions are complied with, the District shall establish an account of unused sick leave stipend, and shall use the account to pay health insurance for the retiree to the extent of the account amount,
- F.) in the event the retiree dies before the use of the account amount, the District shall continue to pay the health insurance premiums of the sole surviving spouse. If there is not a surviving spouse, then the account amount shall return to the District’s general fund. (The accumulated sick leave over the life of this agreement shall be no greater than 180 days.)

**ARTICLE 32  
DURATION**

This agreement shall become effective July 1, 2007 and shall continue in full force and effect until June 30, 2012.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this day of

\_\_\_\_\_  
PRESIDENT, FRIENDSHIP SCHOOL UNIT 6052      CSEA      DATE

\_\_\_\_\_  
PRESIDENT FRIENDSHIP BOARD OF EDUCATION      DATE

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS      DATE

\_\_\_\_\_  
BOARD CHIEF NEGOTIATOR      DATE

\_\_\_\_\_  
LABOR RELATIONS SPECIALIST      DATE

**APPENDIX B**

**MINIMUM STARTING RATES**

<b>AIDE WITH SPECIALIZED INSTRUCTION</b>	<b>\$ 10.50</b>
<b>ASP FACILITATORS</b>	<b>10.00</b>
<b>BUS DRIVER</b>	<b>10.75</b>
<b>CLEANER</b>	<b>8.00</b>
<b>COOK</b>	<b>8.50</b>
<b>COOK/MANAGER</b>	<b>10.00</b>
<b>CUSTODIAN/BUS DRIVER</b>	<b>10.75</b>
<b>FOOD SERVICE</b>	<b>8.00</b>
<b>LPN</b>	<b>10.00</b>
<b>MONITOR</b>	<b>7.50</b>
<b>OFFICE AIDE</b>	<b>7.50</b>
<b>TEACHER AIDE</b>	<b>8.00</b>
<b>TYPIST</b>	<b>9.00</b>