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GEN/6340

TUPPER LAKE CENTRAL SCHOOL

BOARD OF EDUCATION

and

**CSEA Inc., Local 1000
AFSCME AFL-CIO**

NEGOTIATED AGREEMENT

July 1, 2003 - June 30, 2006

68
Employees

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ARTICLE I - RECOGNITION

The Board of Education of the Tupper Lake Central School District hereby recognizes the Civil Service Employee's Association, Inc. Local 1000 AFSCME, AFL, CIO, as the official negotiating agent for the service negotiating unit which includes all secretarial, clerical, maintenance, transportation service, food service employees, teacher aides and monitors employed by the school district. The Business Administrator, and Superintendent of Buildings and Grounds are excluded from this bargaining unit. Any newly created support staff positions will be in local CSEA Bargaining Unit unless otherwise negotiated or ruled by the Public Employees Relations Board (PERB).

ARTICLE II - PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its noncertified personnel is realized only when it is clearly understood that the work performed by noncertified personnel is unquestionably related to and makes a definite and positive contribution toward assuring each boy and girl attending the Tupper Lake Schools the highest level of educational opportunities obtainable. The Board and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and not only its certified personnel but its noncertified personnel as well.

ARTICLE III - PRINCIPLES

1. **NONCERTIFIED PERSONNEL** - It is recognized that noncertified personnel, although not requiring the specialized qualifications of certified personnel, make a material contribution to the educational program in Tupper Lake and the maximum utilization of their abilities depends on the fact that they are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that noncertified employees have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

2. **NONCERTIFIED PERSONNEL PARTICIPATION** - The Board, or designated representative or representatives of the Board will meet with representatives designated by the Association for the purpose of discussing and reaching satisfactory agreements.

ARTICLE IV - GRIEVANCE PROCEDURE

PURPOSE:

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

DEFINITIONS:

1. **Grievance:** A grievance is a complaint by a non-teaching employee or group of non-teaching employees based on an alleged violation of the provisions of this Agreement.
2. **Non-teaching employee:** An employee of the Board of Education who is not a member of the teaching profession or an administrator.
3. **Supervisor:** A supervisor shall mean any non-teaching employee responsible for or exercising any degree of supervision or authority over another non-teaching employee.
4. **Immediate Supervisor:** The immediate supervisor shall be the supervisor placed in charge of a non-teaching employee.

STEPS IN RESOLVING A GRIEVANCE:

- a. Every effort will be made by a non-teaching employee to settle an alleged grievance informally through discussion with their immediate supervisor. A representative may or may not accompany them.
- b. In the event that Step a. is unsuccessful in resolving the grievance, the non-teaching employee may file a written grievance on a form supplied by the Association. The form shall be filed in triplicate as follows: one copy for the non-teaching employee; one copy for the local Association; one copy for the immediate supervisor. A written grievance shall be filed as soon as possible, but in no event later than fifteen days after occurrence of fact giving rise to the grievance or notice of such facts to the non-teaching employee, whichever is later. Within three working days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved non-teaching employee and the local association representative to attempt to resolve the grievance. The immediate supervisor must give a written response within five working days of this meeting.
- c. In the event that step b. is unsuccessful in resolving the grievance, the aggrieved or the grievance committee of the local association may file a written grievance to the Chief School Administrator within ten days after the receipt of the written response under step b.

The Chief School Administrator will meet with all parties involved in the grievance within seven days after receiving written notice of a grievance to attempt to resolve the grievance. The Chief School Administrator must give a written response within five working days of this meeting.

d. In the event that step c. is unsuccessful, the aggrieved or the grievance committee of the local association may file an appeal in writing to the Board of Education within ten days of receiving a decision at step c. Within ten days after receipt of an appeal, the Board of Education shall hold a hearing at which time the Board will meet with all parties involved in the grievance in an attempt to resolve the grievance. Within five working days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. All hearings conducted by the Board of Education shall be held in executive session.

ARBITRATION

a. **Scope:** Grievances outside the scope of the definition of grievance are not subject to arbitration. The scope of arbitration and the jurisdiction of the arbitrator are defined under "jurisdiction of the arbitrator". The grievance committee of the local association may submit a grievance to arbitration after all grievance procedures herein above stated have been exhausted, and by written notice to the Board of Education within twenty-one days of the decision at step d. of the grievance procedure, and subject to the following principles and procedure;

b. **Selecting the Arbitrator:** Within 15 days of the notification to the Board that a grievance will be taken to arbitration the parties shall either mutually agree upon an arbitrator or agree to use the PERB (Public Employee Relations Board), MED/ARB (Mediation/Arbitration) procedure. If the parties cannot agree to either then the matter will be submitted to PERB's arbitration service and the parties will mutually select an arbitrator from a list provided by them.

c. **Duties of the Arbitrator:** It shall be the duty of the arbitrator to hear the alleged violation of the Agreement submitted after all other grievance procedures of said Agreement have been exhausted. The arbitrator shall hear, within his jurisdiction, the case or cases in full with finds of fact, conclusions, and shall render a decision which shall be binding upon the parties of the Agreement.

d. **Jurisdiction of the Arbitrator:**

1. The arbitrator shall regard the provisions of this Agreement as the basic principles and fundamental law governing the relationship of the parties. His/Her function is to interpret the provisions of this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope of meaning of this Agreement, and its appendices as it exists from time to time, or any provisions there, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine their jurisdiction).

2. Whenever the arbitrator determines that the subject of dispute is, or a decision or award thereon would be, beyond his/her jurisdiction, or would contravene this section, he/she shall dispose of the case by reducing such determination to writing and may then refer the dispute back to the parties.

e. **Cost:** The compensation and expenses of each party's representatives shall be borne by such party. The compensation and expenses of the arbitrator shall be borne equally by the parties.

f. **Rules:** The arbitrators shall make such rules and regulations for the conduct of their business as to not conflict with these provisions.

ARTICLE V - EMPLOYEE EVALUATION

Written evaluations will be completed annually for support staff employees. The evaluative instrument used will be produced by the Chief School Officer with input from the support staff employees. Written evaluations will be done by the immediate supervisor of each support staff employee. Supervisors will be evaluated by the school administration. The school administration and the Chief School Officer may evaluate a support staff employee under their jurisdiction at any time.

Following the written evaluation, the evaluator will meet with the employee to discuss the contents of the evaluation. The evaluator and the employee shall sign and date the evaluation to acknowledge that they have discussed it. The employee may attach a response to the evaluation if they so desire.

The purpose of the evaluation is to assist the employee in doing his/her job effectively and to insure open communication between the supervisor and the employee regarding his/her performance.

ARTICLE VI - DUES DEDUCTION

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, NY 12224 on a payroll period basis. Separate deductions will be made for membership dues, Group Life, Accident and Sickness and Supplemental Life insurances and will be reflected on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, and for each insurance program.

ARTICLE VII - RETIREMENT

All School District employees will be afforded the opportunity to participate in the New York State Employee's Retirement System. Tier I and Tier II Employees will participate in the Non-Contributory Career Plan (Section 75-i). Tier III and Tier IV Employees will participate in the Coordinated Escalator Retirement Plan (Article 14.5). All employees (Tier I, Tier II, Tier III, and Tier IV) will participate in the benefits of Section 41-j (Application of Unused Sick Leave as Additional Service Credit Upon Retirement).

ARTICLE VIII - LEAVE OF ABSENCES - FULL TIME EMPLOYEES

Section 1. Leave for Illness or Death in the Immediate Family, and Personal Leave

1.1. Sick leave will accumulate in such a manner that at the end of each fiscal year no employee will be in a position such that pay has been deducted but credit exists for sick leave.

1.2 Unused sick leave and unused personal leave in any year will accumulate as sick leave.

1.3 Sick leave will be granted for days of illness to the employee. Sick leave will also be granted for illness or death in the family in the following cases:

- (A) Spouse or child of employee.
- (B) Parent, grandparent, guardian or grandchild of employee.
- (C) Spouse's parent or grandparent.
- (D) Brother or sister of employee and of spouse.
- (E) Others who reside in the same household as part of the family of the employee.

(Sick leave for illness of a member of the family is limited to 30 days per school year, per occurrence, for categories (A) and (E) above; and limited to 10 days per school year, per occurrence, in categories (B), (C), and (D) above.)

Bereavement Leave:

1) A maximum of 10 days per occurrence may be used for the death of any person in categories (A) and (E) above. Up to 5 days per occurrence may be used for the death of any person in the other categories. It is understood that such bereavement leave is for the sole purpose of allowing employees time off to participate personally in the services held and/or to manage the details relating to the services and burial of the deceased.

2) Bereavement leave will be charged against an employee's accumulated sick leave. In cases where Bereavement Leave uses more days than an employee has accumulated, the Superintendent may grant Bereavement Leave without charging it against sick leave.

1.4 A physician's certificate may be requested by the Chief School Officer for absences in excess of five (5) consecutive days. If the Chief School Officer has reason to believe an individual is abusing this provision, he/she may request the physician's certificate when an absence has been less than five (5) days.

1.5 Personal leave is defined as individual, private leave not associated with illness or death. Personal leave will be granted for personal business activities. Personal leave in order to extend a vacation or holiday will not be granted on the day or days immediately preceding or immediately following any other such vacation applicable to support staff members. Arrangements for personal leave shall be made at least one week in advance except in cases of emergency. If more than two personal days in succession are required, the employee must seek approval from the Superintendent directly.

1.6 Ten and twelve month salaried support staff employees leaving the employ of the district, for retirement or other purposes, will be reimbursed per day for each day of sick leave in excess of 165 days. For accumulated sick leave from 165 to 195 days, the District will pay \$25 per day. For accumulated sick leave over 195 days, the employee will be reimbursed at \$50 per day. It is understood that accumulated sick leave days up to 165 will be counted toward retirement credit through the State Employees Retirement System.

1.7 Any support staff employee who leaves school property during their working hours for reasons other than their employment will sign out with their supervisor in charge at that time, listing the time and the reason, and then sign back in when they return. Supervisors will turn in the sign out/sign in sheets to the payroll clerk each payday.

Section 2. Sick Leave Abuse Procedures

STEPS:

- 1) If the superintendent feels a unit member has had a pattern of abuse of the sick leave provisions of the contract, he/she will meet with the employee to discuss the concern.
- 2) If the superintendent feels that abuse continues he/she may require the employee to obtain a doctor's note with each absence. Documentation other than a doctor's note maybe accepted with the approval of the superintendent.
- 3) If the superintendent feels that the abuse is continuing, he/she will write a final warning to the employee.

- 4) If the superintendent feels that the abuse is continuing, he/she may refer the matter to the Board of Education for discipline which may include suspension or dismissal or to convene a Section 75 Hearing for eligible employees.

For each 24 month period that an employee does not advance to the next step, the employee will drop back one step.

The definition of "pattern of abuse" is at the discretion of the Superintendent and not subject to the grievance procedure.

Section 3. Maternity/Child Rearing Leave

Upon request, maternity/child rearing leave will be granted to any support staff employee if the age of the child is under one year. This leave is also available to any adopting parent under the same conditions. If both parents are employees of the District, either the husband or the wife may apply, not both. In cases where the child may be older than 1 year, the Board may also grant such leave upon request.

At the time the maternity/child rearing leave is requested, a beginning and ending date must be given to the Chief School Officer. The school district will allow the remainder of the school year plus the following full school year. If the employee wishes to return at an earlier or later date, arrangements may be made with the Chief School Officer.

Employees returning from maternity/child rearing leave shall be assigned, whenever possible, to their previous positions.

An employee who has worked (including paid leave) six months or more during the school year in which the leave commences shall be entitled to a salary increase for the subsequent contract year.

A pregnant employee, terminating her active employment by agreement with the Chief School Officer as herein above provided, may elect to (a) take maternity/child rearing leave without compensation, or (b) take sick leave to the extent of her entitlement of her sick leave days.

Following delivery, sick leave benefits will be paid but only during such subsequent period as her physician shall certify that she is physically disabled.

In no case will sick leave benefits be paid for days in excess of the employee's accumulated sick leave.

Section 4. Jury Duty

Employees summoned for jury duty shall be granted leave to serve, without loss of salary, personal leave or sick leave.

Section 5. Entitled Leaves

Members of the support staff are entitled to personal, sick, and accumulated sick leave in the following manner:

<u>Sick Leave</u>	<u>Personal Leave</u>	<u>Sick Leave</u>	<u>Accumulated</u>
Part-time employees*	2 days	4 days	20 days
Full-time 10 months	4 days	10 days	unlimited
Full-time 12 months	5 days	12 days	unlimited

* For purposes of this article, part-time is defined as less than 30 hours per week. Part-time bus driver is defined by their regularly scheduled assigned routes.

As of July 1, 1996, the above schedule will apply. Employees employed on or before July 1, 1996 with five years seniority or more will be grandfathered to their schedule of personal, sick, and accumulated leave as it was prior to July 1, 1996.

ARTICLE IX - HEALTH INSURANCE: Section 1

The District will provide eligible support staff with the same Health Insurance Program provided for in the Tupper Lake United Teachers Contract. This includes the same coverage, co-pays, and deductibles, as provided to the Tupper Lake United Teachers. If contributions are paid by the Tupper Lake United Teachers, members of this unit will be required to pay 50% of that amount.

As of July 1, 1996, an employee must have a regular work schedule of at least 30 hours per week to be eligible to participate in the health insurance program.

Those employed by the district as of June 30, 1996, and were enrolled at that time in the health insurance plan, will continue in the health plan if they were full time, unless their regular work schedule drops below 20 hour per week. If that should occur, the employee will no longer be eligible to participate in the health insurance program.

Members of the unit who are eligible for family health insurance coverage from the district and whose spouse is not covered under the FEH Health Benefits Consortium and who have health insurance coverage under a plan outside of said Consortium, may decline health insurance coverage from the district and receive \$1,500 annually. Members eligible for individual coverage who decline coverage and who have health insurance coverage from a source other than the FEH Health Benefits Consortium will receive \$570 annually. Payment will be added in equal amounts to the employee's final December and final June paycheck.

Nothing contained herein shall preclude a member from re-entering the plan, however, payment for withdrawal will be pro-rated based. Employees may only enter the plan on January 1, April 1, July 1, and October 1, annually. Upon ratification of this agreement, unit members may initially declare their intent to withdraw from the plan by October 1, 1996. Thereafter, employees must declare by the first of the month and withdrawal will take place only on the first of any month.

The payment may be added to an employee's flexible spending account, if one exists, and if it is determined legal to do so.

Section 2: Health Insurance at Retirement

Members of this unit who retire under the Employees Retirement System or are not members of the System but would otherwise be eligible to retire if they were members, and after ten (10) years of full-time service to the district will be eligible for paid health insurance. After age 65, Medicare becomes the primary source of Health Insurance and the district's plan becomes secondary. Retired employees will be reimbursed for Medicare cost twice annually. Insurance is terminated upon the death of the retiree. The surviving spouse may purchase district insurance at cost.

Full-time service is defined as at least 30 hours per week for at least 10 months per year for employees hired after July 1, 1996 and at least 20 hours per week for at least 10 months per year for employees hired prior to July 1, 1996.

ARTICLE X - DENTAL/OPTICAL INSURANCE

The District will provide to eligible support staff, the same level of dental insurance and/or optical insurance as provided for in the Tupper Lake United Teachers contract.

Employees will be eligible for dental/optical insurance under the same conditions as the health insurance plan. (See above Article IX).

ARTICLE XI - WORKER'S COMPENSATION

The supporting staff is protected by Worker's Compensation. An employee absent from his/her position due to accident or injury covered by compensation may make the following choices:

1. He/She may receive and keep the compensation payment for days absent due to accident or injury but if so, salary will not be paid for said period and sick leave will not be accepted.

2. He/She may receive full salary for days absent due to accident or injury but if so, sick leave will be charged and compensation payment will be received by the School District.

The school district will reimburse employees for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar appurtenances not covered by worker's compensation which are damaged, destroyed or lost as a result of a work related incident, when the employee has not been personally negligent with reference to the incident. Each such case shall be subject to Board approval.

ARTICLE XII - VACATION SCHEDULE

Full-time 12 month employees will be granted vacation as follows:

- After one year of employment - 1 week.
- After two years of employment - 2 weeks.
- After eight years of employment - 3 weeks.
- After fifteen years of employment - 4 weeks.
- After twenty-five years of employment - 5 weeks.

Previous full-time and previous part-time service (pro-rated to equivalent full-time service) will be utilized to determine vacation entitlement.

The first two weeks of vacation time must be taken during the summer months. The decision as to when the remainder of vacation time will be taken is left to the discretion of the employee's immediate supervisor. Final approval rests with the Chief School Officer.

An employee may carry over from year to year no more than five accumulated unused vacation days.

ARTICLE XIII - JOB OPPORTUNITIES

Positions within the support staff unit will be posted for a minimum of five (5) working days. Present employees are hereby granted the privilege of applying for and being interviewed for job opportunities for which they qualify before applicants not employed by the school district.

Assessment of individual applicants is the right and responsibility of the employer and not subject to the provisions of the grievance procedure.

In the event of a position title change or a newly created position, the Union President and a support staff representative will meet with the Superintendent to submit input into the development of the job description.

ARTICLE XIV - SALARY SCHEDULE PLACEMENT

Section 1

All new employees will be paid according to the starting salary for their designated position in this negotiated agreement.

Section 2

New employees, initially employed on/before February 1 of any year, will be eligible for a salary increase as of July 1. New employees, initially employed after February 1 of any year, will not be eligible for a salary increase until July 1 of the year succeeding their initial employment date.

Section 3

Any employee who works (including paid leave) six months or more during the contract year, shall be entitled to a salary increase for the subsequent contract year.

Section 4

Any employee who moves from one position classification to another will be entitled to his/her original salary plus or minus the difference in starting salaries of the two positions.

ARTICLE XV - LONGEVITY INCREMENT

Each employee with ten (10) or more years of full-time service in the district shall be eligible to elect to receive a salary raise of \$800 per year to be payable for one year only. Such raise shall be payable in the school year following the date the employee files a written request with the Chief School Officer, to elect to receive such salary raise or immediately at the Board's option. For any year following the year in which such salary raise of \$800 was paid, the salary of such employee shall be computed excluding such salary raise of \$800. Employees who reach 10 years of full time service after July 1, 1996 will receive \$900 as a one time longevity payment. Each employee shall be entitled to exercise such election only once during his/her employment with the district.

ARTICLE XVI - TRANSPORTATION AND CUSTODIAL EMPLOYEES AGREEMENTS

Section 1. Hours of the Work Day and Work Week

1.1 The work week for full time employees will be 8 hours per day, as assigned by the Chief School Officer, for the entire calendar year.

1.2 If a Legal Holiday occurs during a work week, employees referred to herein will be excused from work. Time credit for the holiday will be granted toward completion of the full work week.

1.3 Transportation and custodial employees will be entitled to the following paid holidays:

July 4	Christmas
Labor Day	New Year's
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving	Memorial Day
The day after Thanksgiving	

In addition, three holidays will be scheduled on a yearly basis. These additional holidays may only be used when school is not in session and will be scheduled on a yearly basis by the Superintendent in consultation with the support staff union president.

1.4 When school is closed for emergency reasons, bus drivers/cleaners, and mechanics may leave work at 11:00 a.m. if their responsibilities are completed to the satisfaction of their immediate supervisor.

Section 2. Differentials

2.1 A \$325 differential will be paid to cleaners/custodians working the night shift.

2.2 A \$175 differential will be paid to bus driver/cleaners working the night shift.

2.3 A differential of \$1820 will be paid to the custodian or driver/cleaner in charge of the Middle High School for 2003-04. Thereafter, the differential will increase by the same percentage as the general contract settlement. The custodian or driver/cleaner in charge shall take part in the evaluation of employees he/she supervises.

2.4 A differential of \$4160 will be paid to the Head Bus Driver for 2003-04. Thereafter, the differential will increase by the same percentage as the general contract settlement.

2.5 Guidelines will be developed and those assigned snowplowing duty will be compensated \$150 each beyond regular or overtime pay for such duty. Payment will be made on first pay of May annually.

2.6 Such differentials are to be applied each year after the basic salaries have been calculated in accordance with the current contract.

Section 3. Bus Driver Training Course

Participants to be reimbursed for participation time and travel expense as follows: Gasoline for travel to be furnished by the School District. Employees to receive overtime pay for hours required by travel and course of study.

ARTICLE XVII - SCHOOL MONITORS EMPLOYEES AGREEMENTS

Section 1. School Monitors as Part-Time Employees

1.1 School monitors will be compensated only for the hours of the day and the days of the year that they actually work.

ARTICLE XVIII - CAFETERIA EMPLOYEES AGREEMENTS

Section 1. School Lunch Manager

1.1 Hours worked will be: Hours and days worked will be determined by the Chief School Officer. Duties will involve 46 weeks per year at 1449 hours.

1.2 The School Lunch Manager shall receive a gasoline allowance if the Manager uses his/her personal car in the operation of the school lunch programs. The allowance will be five (5) gallons per week to be obtained from the Bus Garage supply source. If the Manager continues to oversee the cafeteria at HGA, the allowance stated above will continue. If the District discontinues the HGA cafeteria operations, the allowance will become four (4) gallons per week.

Section 2. Other

2.1 School Cook hours will be determined by the School Lunch Manager. Duties will involve 40 weeks per year at 1379 hours.

2.2 If a food service helper is promoted to cook assistant, he/she will receive a 50 cent an hour increase over his/her current rate.

ARTICLE XIX - OFFICE EMPLOYEES AGREEMENTS

Section 1. Hours of the Work Day and Work Week

1.1 The work week for employees during the period between the opening day of school in September until the closing day of school in June will be seven and three quarters (7 3/4) hours per day, Monday through Friday; the specific schedule as determined by their immediate Administrators and approved by the Chief School Officer.

1.2 The work week for employees during the period between the closing day of school in June and the opening day of school in September will be seven (7) hours per day, Monday through Friday, the specific schedule as determined by their immediate Administrators and approved by the Chief School Officer.

1.3 Office employees will not be required to work during school vacation periods between the opening day of school in September to the closing day of school in June. As scheduled, office employees will work a maximum of two (2) days during the school vacation periods. If work is required beyond the additional two days, employees will be paid accordingly. The schedule for these days will be 8:00 a.m. to 3:00 p.m. with ½ hour for lunch.

Section 2. Holidays

The language regarding legal and additional holidays for Transportation and Custodial Employees will apply to Office Employees.

ARTICLE XX - SCHOOL NURSE EMPLOYEES AGREEMENTS

Days worked will be: All teaching and conference days. Also included, the additional time necessary to provide for the physical examinations of bus drivers, cafeteria staff, student athletes and students in need of working papers.

ARTICLE XXI - TEACHER AIDE EMPLOYEES AGREEMENTS

Section 1. Days Worked

Days worked will be: All teaching and conference days. Teacher Aides are salaried employees based on a 184 day work year and, as such will be paid for snow days.

Section 2. Teacher Aides as Substitute Teachers

Teacher aides who are asked to substitute for teachers in classrooms will receive additional compensation as follows:

For less than 15 minutes - no additional compensation
15 minutes to 2 3/4 hours - \$10 per hour
3 hours to 4 hours - \$32 flat rate
4 1/4 hours to full day - \$42 flat rate

A time sheet will be completed, signed, approved by the principal and sent to the Business Office every two weeks noting substituting dates, times, and teachers.

ARTICLE XXII - GENERAL AGREEMENTS

Section 1. Hourly Employees and Teacher Aides

Hourly employees and teacher aides, after five (5) continuous years of service will receive Christmas Day as a paid holiday in direct proportion to their regular hours worked and after eight (8) years of continuous service will receive pay for Thanksgiving Day.

ARTICLE XXIII - SALARY INCREASE

See Appendix A attached.

ARTICLE XXIV - SENIORITY

1. For the purposes of transfer and promotion, seniority shall be defined as length of time from the hire date with the Tupper Lake Central School District. For purposes of layoff and recall, seniority shall be defined as the length of continuous service in a specific job title.
2. In the case of transfer and promotion where knowledge, aptitude and ability to perform the work available and physical ability are equal, seniority will govern.
3. In the event the district abolishes a job, the least senior employee in that specific job title shall be laid off. An employee who is recalled within three years after the layoff, will not lose prior service already acquired. Employees will be recalled based on their specific job title seniority.
4. In the event two or more employees have equal job title seniority, the district will layoff the employee who has the least district-wide seniority.

ARTICLE XXV – OVERTIME

Definition: Extra duty for a job category that is a result of more work or more hours than can be accomplished within the regularly scheduled workday. For example, coverage at ball games, snow removal that cannot be done in the regular day. Overtime pay is at 1.5 times the regular hourly rate if more than 40 hours in a week. Overtime will be offered/assigned only to current full or part-time employees.

Work that needs to be done because of the absence of a regular employee is **not** considered overtime and may be assigned to a substitute employee. If no substitute is available, the District **may** assign the work as overtime to a regular employee.

Overtime Sign-up: Each August, the District will circulate information about signing-up for voluntary overtime to all current driver/cleaners, custodians and other positions that might be eligible for overtime. Employees will respond in a manner described by the District if they are interested in being assigned overtime work. Those who sign-up are expected to make themselves available for overtime assignments. The district will try to respond to individual scheduling needs, but excessive refusal of assignments will result in the employee being removed from the overtime list. Only new employees may be added after the list is developed.

Overtime Rotation: Employee's who sign-up for overtime will be assigned in a way that equalizes overtime assignments to the extent possible. Over the course of the year, it is the intent of this provision to keep overtime assignments as equal as possible among those individuals who have asked to be assigned overtime.

Assignment to overtime will be done on a weekly basis by the Superintendent and/or his/her designee.

Required Overtime: The district will also maintain a list of driver/cleaners and custodians who do not sign-up for overtime. If no driver/cleaners or custodians are available from the voluntary list, those on this second list may be assigned for required overtime.

Required overtime will be used only when no one from the volunteer list is available and such assignments will be done on the basis of seniority. (Least senior will be assigned first). When assigned, it is the responsibility of the employee to work the assignment or, with permission of the assignor, find a person to complete the assigned work.

ARTICLE XXVI - ASSOCIATION USE DAYS

During a school year, the President of this Association or his/her representative will be given seven (7) days off without loss of wages for the purpose of conducting association business.

ARTICLE XXVII - CONFORMITY TO LAW SAVING CLAUSE

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected thereby.

ARTICLE XXVIII - DURATION OF THIS AGREEMENT

The term of this Agreement shall commence July 1, 2003 and expire June 30, 2006.

The Board and Association agree that the provisions contained in this agreement relating to the terms and conditions of employment for employees covered hereunder, shall remain in full force and effect after the expiration date established in the Agreement end until a new or different negotiated Agreement has been entered into between the employer and the recognized employee's organization representing the employees of the negotiating unit.

This agreement may be amended by consent of both parties with evidence of said consent being presented by each party to the other.

Upon a request of either party for a meeting to open negotiations for a new contract period, 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 January 15th prior to expiration of the contract. All issues proposed for discussion by CSEA shall be submitted in writing at the first meeting. All counter proposals made by the Board of Education will be made no later than the second meeting.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the 19th day of May 2003.

**TUPPER LAKE CENTRAL SCHOOL
CSEA Inc. LOCAL #1000**

BOARD OF EDUCATION

By: RA Z. Mame
President

By: Michael H. ...
Supt. of Schools

By: Brian C. Paige 5-19-03
Labor Relations Specialist

APPENDIX A

All returning employees will receive a base percent increase as provided in the table below. The starting salary for each category is also listed.

	03-04	04-05	05-06	
Base Rate Increase	4.00%	3.75%	3.50%	
Starting Rate Increase		1.88%	1.75%	
Category 1	\$ 6.20	6.32	6.43	Start Rate
School Monitor				
Food Service Helper				
Category 2	\$ 7.31	7.45	7.58	Start Rate
Cook Assistant				
Part Time Cleaners				
Category 3	\$ 8.46	8.62	8.77	Start Rate
Cleaner				
Clerk				
Teacher Aidea				
Category 4	\$ 9.04	9.21	9.37	Start Rate
Mechanic Helper				
School Cook				
Typist				
Category 5	\$ 10.04	10.23	10.41	Start Rate
Custodian				
Bus Driver/ Cleaner				
Part-Time Driver				
Account Clerk/Steno				
Category 6	\$ 12.27	12.50	12.72	Start Rate
Mechanic				
Sr. Account Clerk				
Category 7	\$ 19,339	19,702	20,046	Start Rate
School Lunch Manager				
Category 8	\$ 19,356	19,719	20,064	Start Rate
School Nurses				

