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Title: **Niagara Falls City School District and Teacher Associates Unit Local 872, CSEA, Local 1000, AFSCME, AFL-CIO (2006)**

Employer Name: **Niagara Falls City School District**

Union: **Teacher Associates Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, 872**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **5753**

Unit Size: **320**

Number of Pages: **28**

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AGREEMENT BETWEEN

**THE BOARD OF EDUCATION OF
THE CITY SCHOOL DISTRICT
OF THE CITY OF NIAGARA FALLS, NEW YORK**

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000 AFSCME, AFL-CIO,

TEACHER ASSOCIATES UNIT LOCAL 872

Effective Date - July 1, 2006

Expiration Date - June 30, 2010

320

TABLE OF CONTENTS

PURPOSE	5
ARTICLE I THE BOARD/ASSOCIATES RELATIONSHIP	
Section 1.10 Recognition	5
Section 1.11 Collective Bargaining Unit	5
Section 1.12 Dues Check off & Payroll Deduction.....	5
Section 1.13 Agency Shop Fee	6
Section 1.20 Rights of Employees	6
Section 1.21 Personnel Files	6
Section 1.30 Union Leave	7
Section 1.40 Employee Lists	7
Section 1.50 Bulletin Boards	7
Section 1.60 Labor Management Committee	8
Section 1.70 Associate Training.....	8
ARTICLE II VACANCIES	
Section 2.10 Posting	8
Section 2.20 Transfers & Promotions	8
Section 2.21 Probation	9

ARTICLE III SENIORITY

Section 3.10	Definitions	10
Section 3.11	Layoff, Bumping & Recall	10
Section 3.12	Continuous Service	11
Section 3.13	Loss of Seniority	11
Section 3.14	Seniority List	11

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.10	Definitions	11
Section 4.20	Procedures	12-13
Section 4.30	Time Limits.....	14

ARTICLE V LEAVES

Section 5.10	Holidays	14
Section 5.11	Holiday Pay	14
Section 5.20	Bereavement Leave	14
Section 5.30	Sick Leave	15
Section 5.40	Jury Duty & Court Appearance.....	15
Section 5.50	Personal Leave	15
Section 5.60	Emergency Conditions	16
Section 5.70	Unpaid Leave	16

ARTICLE VI COMPENSATION

Section 6.10 Schedules A, B, C & D..... 16

Section 6.20 Joint Committee on Titles & Salary
Allocation..... 16

Section 6.30 Longevity 17

ARTICLE VII HOURS OF WORK

Section 7.10 Work Day 17

Section 7.20 Breaks 17

**ARTICLE VIII LIABILITY & PERSONAL INJURY
PROTECTION**

Section 8.10 Coverage 17

Section 8.20 Reporting Incidents 18

Section 8.30 Save Harmless 18

**ARTICLE IX INSURANCE, HOSPITALIZATION &
FLEXIBLE SPENDING**

Section 9.10 Fifty (50) Percent Payment 18

Section 9.11 Self Pay 19

ARTICLE X SAVINGS CLAUSE

Section 10.10 Violation of Law..... 19

Section 10.11 Replacement..... 19

ARTICLE XI	IMPLEMENTATION	
Section 11.10	Legislative Provision	19
Section 11.20	Duration	19
	SIGNATURE PAGE	20
SCHEDULE A	2006-2007 Teacher Associate Salary Schedule	21
SCHEDULE B	2007-2008 Teacher Associate Salary Schedule.....	22
SCHEDULE C	2008-2009 Teacher Associate Salary Schedule.....	23
SCHEDULE D	2009-2010 Teacher Associate Salary Schedule.....	24
ADDENDUM A	Summary of Medical Plan Options.....	25
MEMORANDUM OF AGREEMENTS		26

PURPOSE

It shall be the policy of the Niagara Falls City School District and the purpose of this Agreement to promote a harmonious and cooperative relationship between the aforementioned School District and the employees covered by this Agreement. This agreement is made between the Niagara Falls City School District, hereinafter referred to as the "Employer" or "School District", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Teacher Associates Unit, Local 872.

Article I THE BOARD / ASSOCIATES RELATIONSHIP

RECOGNITION

Section 1.10: The Niagara Falls City School District recognizes the CSEA as the sole and exclusive representative for the term of this Agreement of all classified employees included in the collective bargaining unit as set forth in Article II for the purpose of collective negotiations to determine wages and other terms and conditions of employment and the processing and settling of grievances under such terms and conditions of employment.

COLLECTIVE BARGAINING UNIT

Section 1.11: The Collective Bargaining Unit shall be comprised of all types of teacher associates of the Niagara Falls City School District. Teacher Associates shall include Civil Service classifications of Classroom Associate (library, special education, physical education), Home School Associate, Health/Child Care Associate, Assistant Health/Child Care Associate, School Monitor (lunch, bus), Part-time Bus Associate, and Senior School Monitor. All other types of associate titles which may be created by the District hereafter shall become a part of and be included in the Bargaining Unit.

DUES CHECKOFF, AND PAYROLL DEDUCTION

Section 1.12: The Employer shall deduct and remit to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12210, or its designated agent on a bi-weekly basis, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction(s). The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions may have been made and the amount deducted during the period covered by the remittance.

AGENCY SHOP FEE

Section 1.13: “The Union having been certified as the exclusive representative of employees covered under the collective bargaining unit set forth in Article II of this Agreement shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full time and part time employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part time or full time) of the employee(s) who is not a member and as established by CSEA to CSEA in the same form and manner that he or she is now transmitting the dues paid by employees who are members. All agency fees deducted shall be sent to CSEA at the address set forth in Section 1.12 of the Dues Deduction Article on a bi-weekly basis. The agency fee deduction shall be accompanied by a list indicating the name and address of those employees who are not members of CSEA.”

RIGHTS OF EMPLOYEES

Section 1.20: An employee may bring matters of personal concern to the attention of the appropriate employer’s representatives and officials in accordance with applicable laws and rules, and may choose his/her own representatives or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance to all such proceedings and must be informed immediately of any decision surrounding the case.

PERSONNEL FILES

Section 1.21: No material related to any employee’s conduct, performance, character, or personality, which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he or she has read said material by affixing his or her signature on the material to be filed with the understanding that such signature merely acknowledges that he or she has read such material and does not indicate agreement with its contents.

A) An employee shall have the opportunity to review his or her personnel file in the presence of the Human Resources Administrator or his/her designee upon two (2) days notice and to place in such a file a response of reasonable length to anything contained therein, which such employee deems to be adverse.

B) The employer agrees that there shall not be more than one (1) personnel file on any employee covered by this Agreement.

C) The employee shall not have the right to review evaluative material submitted confidentially about him/her prior to his/her employment with the Niagara Falls City School District.

D) Employees may use the grievance procedure to seek removal of derogatory material. If any disciplinary action is taken because of material placed in the personnel file of an employee, that action must be taken in accordance with subdivision 4 of Section 75 of Article 5 of the Civil Service Law and Article IV of this contract.

UNION LEAVE

Section 1.30: When it is necessary for the President of the Niagara Falls City School District Teacher Associate Unit, Local #872, CSEA and his or her designee to engage in activities directly relating to CSEA duties as representative of the employees covered by this Agreement and when these activities cannot be performed except during business hours, they shall be given such time off as is necessary to perform these duties without loss of pay or leave credits. A reasonable notice shall be given whenever possible to the Human Resources Administrator or his/her representative that such time off is necessary for the performance of these duties. It is agreed that the exercise of the aforementioned privilege shall not be abused. Such activities shall include but not be limited to the following: Investigation and processing of grievances, discussion with the Employer or problems relating to the provisions of this Agreement, and attendance at such CSEA conferences, conventions, workshops, or other meetings as the Statewide Annual and/or Special Delegate Meetings, Conferences or Conventions and Regional, Local, or Unit meetings, seminars, or workshops.

EMPLOYEE LISTS

Section 1.40: 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 titles of all employees in the negotiating unit covered by this contract and the list shall be updated as the changes occur in the names, home addresses, work locations and position titles of newly hired, reinstated, and transferred employees as well as employees who terminated employment in the negotiating unit by providing the President of the Unit with the Personnel Report for the Classified Staff as approved by the Board of Education after each Board meeting.

BULLETIN BOARDS

Section 1.50: The employer shall provide bulletin boards at all work locations of employees for use by the Teacher Associate Unit of CSEA. The number, size, and location of such bulletin boards shall be jointly decided by the employer and the Teacher Associate Unit of CSEA. These bulletin boards shall be for the exclusive use of the Teacher Associate Unit for announcements of meetings, Union election notices, and for other matters relative to CSEA business including job postings but excluding partisan political activities and political campaign endorsements or opposition statements.

LABOR MANAGEMENT COMMITTEE

Section 1.60: The Labor Management Committee shall consist of one (1) representative from the employer and one (1) representative from CSEA and other Union and Employer representatives as needed. The Committee shall meet whenever deemed necessary by either the Employer or the CSEA to discuss and review matters of concern to CSEA or the Employer. The Committee shall convene within five (5) working days of the written notice from one party to the other that it wishes a meeting of the Labor Management Committee. The purpose of the Committee shall be to discuss matters, which are not included in the contract in an attempt to either resolve the problem and/or make effective recommendations to the Superintendent of Schools. These recommendations shall be advisory only and shall not be binding upon the Superintendent.

ASSOCIATE TRAINING

Section 1.70: The District will make every attempt to provide affected personnel with seminars, workshops, and classes to assist in meeting any mandated job-related criteria. The District will provide up to 30 hours of training for Assistant Child Care Associates over each two year period as mandated by the NYS Office of Children and Family Services at no cost to the employee.

ARTICLE II VACANCIES

POSTING

Section 2.10: When a job vacancy or vacancies occur within the School District, the employer will be responsible for distributing and posting the announcement of such vacancies in all work locations at least ten (10) working days prior to the date they are to be filled. Announcements of such vacancies shall contain the type of teacher associate position or positions to be filled, minimum qualifications required for appointment and the number of hours of work and work locations of the vacancies as well as the hourly rate for such position(s). Employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore with the appointing authority within the posting period.

TRANSFERS AND PROMOTIONS

Section 2.20:

A) Candidate Pool: Candidates for any vacant unit position shall be drawn from a pool of employees that have successfully completed district training referred to as the "core course" and where applicable, successfully completed the "specific area course" i.e. classroom associate, special education.

Upon completion of the aforementioned requirements, unit members shall become substitutes for the specific area position for which they were prepared. The substitute list will be utilized as needed in the absence of regularly assigned staff.

B) Transfers: When a vacancy occurs within a unit classification, members within the classification specific to function (i.e. classroom aide, library) may apply for transfer to a different location. Whenever two or more apply for transfer, the most senior (district-wide seniority) shall be granted the transfer. In the event that there is only one applicant for transfer, other candidates may be considered for the position. The selection criteria shall include training and achievement in the core course and the specific area course where applicable and performance as a substitute.

Transfers other than those of a voluntary nature shall be based on the seniority of the employee(s) involved with the least senior employee(s) in the sub title transferred.

C) Promotions: Promotions shall mean assignment to a position bearing a higher rate of pay or longer duty hours.

When a vacancy occurs within classification and there is one or no applicants for transfer, unit members in other classifications may apply for promotion. The criteria for promotion shall include:

1. successful completion of the “core” course (assessment achievement will be considered)
2. successful completion of the “specific area course” (assessment achievement will be considered)
3. performance as a substitute in the specific classification
4. seniority
5. work record
6. attendance

PROBATION

Section 2.21: Upon promotion, an employee shall be required to serve a four (4) month probationary period. During such probationary period, the employer may return the employee to the position he or she held prior to the promotion if its representative(s) determine, because of good and sufficient reasons, that the employee is unable to perform the duties of the position to which he or she was promoted. In a similar manner the employee, during the probationary period, may voluntarily return to the position he or she encumbered prior to receiving the promotion.

**ARTICLE III
SENIORITY, LAYOFF, BUMPING, AND RECALL**

DEFINITIONS

Section 3.10: Seniority shall be defined as the length of continuous service with the employer from the date of the appointment of the employee.

LAYOFF, BUMPING, AND RECALL

Section 3.11:

A) In the event of curtailment or abolition of positions, the incumbent shall be placed in a vacancy within that classification or similar classification. If a vacancy is not available, the incumbent affected may displace the person of least seniority in a position formerly held by the incumbent. Any incumbent displaced by the aforementioned process may displace a person of lesser seniority in a position formerly held. In any event, the least senior is laid off. If the employee affected refuses to accept the former position held, it will be considered a resignation.

Examples: Senior School Monitor to:

1. Vacant Senior School Monitor or vacant same or similar position for which person is qualified; serves 4 months probation unless position was previously held.
or
2. Bump least senior Senior School Monitor if person's seniority is greater.
or
3. Bump least senior person in position formerly held if person's seniority is greater.
or
4. Least senior is laid off.

B) Classroom Associates are separated into three (3) separate classification functions: library, special education, or physical education. Each is treated as a separate classification for purposes of displacement in the event of curtailment or abolition of position as described in paragraph A. of this Section 3.11.

C) Any employee laid off shall be placed on a recall list. Recall rights expire four years from the date of layoff. Recalls of employee to the same or similar position shall be in inverse order of layoff. The District shall notify the employee of his or her recall by registered mail with return receipt requested at the employee's last address. The Union President will be copied.

D) All temporary employees in each sub title shall be laid off prior to the layoff of permanent employees in each sub title.

E) An employee who is laid off and bumps into a lower title shall be paid at the step in the lower title which is equal to the step achieved by the employee in the title from which he or she is being laid off. Upon being recalled to a position(s), the employee(s) recalled shall receive the rate of pay that he or she was receiving when the layoff occurred or if an increase has been provided, such employee(s) shall receive such increase in pay in addition to the aforementioned rate of pay. Such increase shall be added to the rate of pay. In addition, all benefits, rights, and privileges, which the employee had accrued or been granted prior to the layoff shall be returned to such employee.

CONTINUOUS SERVICE

Section 3.12: As used in the above paragraph, continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is absent from and unable to perform the duties of his position by reason of a disability resulting from occupational injury or disease, as determined by the Compensation Board. During those periods when the employee is on layoff or on any type of unpaid leave of absence, his or her continuous service (seniority) shall be frozen on the date on which the layoff or unpaid leave begins. Such accrued continuous service (seniority) shall be returned to the employee in accordance with the provisions of Section 2 (c) of this Article.

LOSS OF SENIORITY

Section 3.13: Subject to applicable provisions of the Civil Service Law, if any, an employee loses his or her seniority when one of the following occurs: he or she resigns (unless he or she is reinstated with one (1) year from the date of his/her resignation), he or she is discharged, he or she retires, or he or she refuses a recall.

SENIORITY LIST

Section 3.14: The employer shall provide the Union with lists containing the seniority dates of each employee at the beginning of each fiscal year (SEPTEMBER). If an employee claims to have been given an incorrect seniority date, the parties to this contract shall meet to discuss and resolve the problem.

ARTICLE IV GRIEVANCE PROCEDURE

DEFINITIONS

Section 4.10:

- A) Employee: shall mean any employee(s), group of employees in the negotiating unit or the union.
- B) Chief School Officer: shall mean the District Superintendent.

- C) Immediate Supervisor: shall mean the supervisor or other person to whom the employee is directly responsible.
- D) Representative: shall mean the person or persons designated by the aggrieved employee as his or her counsel or to act on his or her behalf.
- E) Grievance: shall mean any claimed violation, misinterpretation, or inequitable application of any provision of this Agreement or a claim that the discipline or discharge action taken by the District against an employee was improper; thereby allowing the employee to seek redress through the procedure set forth in this Article IV. An employee covered under this contract may only be disciplined or discharged for an act of incompetence or misconduct while performing his/her duties.
- F) Decision: shall mean the determination or report made by an immediate supervisor, chief school officer, Board of Education, or arbitrator (discipline or discharge only) after the grievance is heard or submitted as provided in this procedure.
- G) Days: shall mean all days other than Saturdays, Sundays, or holidays. Saturdays, Sundays, and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- H) Board of Education: shall mean the legislative body of the Niagara Falls City School District.

PROCEDURES

Section 4.20:

- A) First Stage: Within thirty (30) days of an employee's knowledge that a grievance has occurred, such employee and/or his or her representative shall, in writing, present the grievance to his or her immediate supervisor. The immediate supervisor shall discuss the grievance with the employee and/or his or her representative and shall make such investigation, as he/she deems appropriate. Within five (5) days after the grievance has been presented to him/her, the immediate supervisor shall make his/her decision in writing and send such decision to the employee presenting the grievance and to the employee's representative, if any.
- B) Second Stage: If the employee and/or his/her representative is not satisfied with the decision of the immediate supervisor, such employee or his/her representative shall be allowed to make a request to the Chief School Officer for review and determination of the grievance within ten (10) days of the decision at the first stage. Such request shall be in writing and shall include the name and position of the employee, the time when and place where the alleged events or

conditions occurred, if known to the aggrieved employee, a general statement of the grievance and the redress sought by the employee. A copy of the request shall be sent to the immediate supervisor. The Chief School Officer shall render his/her determination, in writing, within five (5) days after receipt of the request for his/her review and shall send copies of such determination to all parties involved in the grievance.

C) Third Stage: If the aggrieved employee and/or his or her designee is not satisfied with the decision of the Chief School Officer, such employee or his or her representative shall be allowed to submit a written request for review and determination of the grievance to the Board of Education within ten (10) days of receipt of the decision at the second stage. The request shall contain the same information as the employee provided to the Chief School Officer. A copy of the request shall be sent to the Chief School Officer. The Board of Education shall notify all parties involved in the grievance of the time and place when it shall convene an informal hearing where such parties may appear and present oral and written statements supplementing their positions. Such hearing shall be held within ten (10) days of the receipt of the written request for review. The Board of Education shall render its decision in writing within five (5) days of the hearing and shall send such decision to all parties involved in the grievance. Such decision shall be final and binding.

D) Third Stage - Discipline and Discharge Matters Only: "If the Union is not satisfied with the decision of the Chief School Officer in the discipline or discharge matter, the Field Representative shall be allowed to request arbitration within ten (10) working days from the date of receipt of the decision of the Chief School Officer by sending a Demand for Arbitration to the Public Employment Relations Board. A copy of the arbitration demand shall be sent to the Chief School Officer. The parties shall then be bound by the Arbitrator. The Arbitrator shall hear the matter promptly and render his/her decision within twenty (20) days of the date post-hearing briefs are submitted to him/her. The duty of the Arbitrator shall be to determine the guilt or innocence of an employee and the appropriateness of the proposed penalty. If the arbitrator finds the proposed penalty inappropriate, he/she may devise a new remedy, but shall not, under any circumstances, increase the penalty sought by the Employer. The award and decision of the Arbitrator shall be advisory. Within five (5) working days of receipt of the decision of the Arbitrator by the District, the Board of Education shall meet to review the Arbitrator's award and decision and to either uphold that award and decision or to modify it. Within five (5) working days after the meeting of the Board of Education, the Board shall issue, in written form, its decision in the matter and transmit that decision to the grievant, the Field Representative, and Unit President. If the Board of Education modifies the decision of the Arbitrator, the reasons for the modification shall be incorporated into its decision, which shall be final and binding on the parties. The fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer."

TIME LIMITS

Section 4.30:

- A) If the employer or its representative(s) does not respond to a grievance within the time limits established at each stage of this procedure, the aggrieved employee or CSEA shall be allowed to move to the next stage.
- B) The Union, when it files a grievance, shall be allowed to begin processing such grievance at the second stage of the above procedure, provided it does so within thirty (30) days of the occurrence of the alleged violation. A grievance shall otherwise be inadmissible.
- C) If the employee fails to bring a grievance to stage one (1) of the above procedure within the time limits specified herein, the grievance shall be rendered null and void and no longer admissible as a grievance.

ARTICLE V LEAVES

HOLIDAYS

Section 5.10: Each employee covered under this Agreement shall receive the following holidays:

- Christmas Day
- Day after Christmas
- New Year's Day
- Thanksgiving Day
- Day after Thanksgiving
- Dr. Martin Luther King Jr.'s Birthday
- Memorial Day
- Patriot's Day
- Columbus Day
- Good Friday

HOLIDAY PAY

Section 5.11: The School District agrees to pay the employees for holidays set forth in Section 5.10 on the pay day immediately following the day on which the holiday falls; provided, however, that the Christmas Day and New Year's Day holiday pay shall be placed in the employee's pay check not later than the second pay day in January.

BEREAVEMENT LEAVE

Section 5.20: Each employee covered under this agreement shall be given three (3) days of bereavement leave with full pay for each occurrence of death in the immediate family. Immediate family shall be defined as mother, father, sister, brother, spouse, child, son-in-law, daughter-in-law, mother-in-law, father-in-law,

grandparent, grandchild, direct sister-in-law, direct brother-in-law, step parent, step child, other person living in the household of the employee.

SICK LEAVE

Section 5.30: Each employee covered under this contract who works five (5) or more hours per day and has five (5) years of service with the School District shall receive seven (7) days of paid sick leave each year for use during the fiscal year of the District. The employee shall receive the aforementioned sick leave days on July 1st of each fiscal year.

Each employee of the District covered under this contract who works less than five (5) hours per day and/or has less than five (5) years of service shall be granted four (4) paid sick days per year, cumulative, to be used only in the event of personal illness.

Section 5.31: Leave Accumulation - Sick days or personal days not used by an individual during any school year shall be accumulated by his/her individual leave balance with maximum accumulation of 25 days. In addition, sick days or personal days not used by individual during any school year shall be accumulated to a maximum of 100 days and shall be used exclusively for the purposes of calculating additional service credit under the New York State Employees Retirement System.

Section 5.32: Sick Leave Monitoring - By written notification, the Human Resources Administrator may require a physician's certificate and or examination by the School Medical Inspector for absence due to illness at any time.

JURY DUTY AND COURT APPEARANCES

Section 5.40: Employees called for jury duty or subpoenaed as a witness in a court action will receive leave time off from work without loss of pay. Such leave, however, is limited to the hours the employee is required by the court to be in attendance plus necessary travel time. Employees will be paid at the regular rate of pay less the jury duty compensation paid by the court. Mileage allowance and other expenses paid by the court shall be retained by the employee.

PERSONAL LEAVE

Section 5.50: Two (2) days of personal leave per employee per school year, subject to advance approval of the Human Resources Administrator or his/her delegate shall be granted. If requested, an employee shall be required to give the Employer's representative as noted herein a general reason (e.g., legal, educational, other reason).

Unused personal days may be accumulated at the rate of two (2) per year for use as sick leave for medically certified personal illness or that of family members including spouse, children living at home or household members.

EMERGENCY CONDITIONS

Section 5.60: Associates will be paid their regular wages for one (1) day when schools are closed for conferences, meetings, snow days, or other emergency conditions. Associates will be paid one (1) additional snow-closing day only in the event of a second snow emergency day.

UNPAID LEAVE

Section 5.70: An employee may be granted an unpaid leave of absence for six (6) months with the right to extend the leave up to an additional six (6) months. Once the leave or any extension(s) thereof has expired, the employee must return to work or resign. Any certified medical leave of absence of up to four months will not result in loss of seniority.

**ARTICLE VI
COMPENSATION**

SCHEDULES A, B, C & D

Section 6.10: "Each employee shall be paid in accordance with the title he/she encumbers and the compensation plan set forth in Schedule A for the 2006/07 fiscal year, Schedule B for the 2007/08 fiscal year, Schedule C for the 2008/09 fiscal year, and Schedule D for the 2009/10 fiscal year. Schedule A, Schedule B, Schedule C, and Schedule D are attached hereto and made part of the contractual agreement. Any employee due a step in any year of this contract shall receive such step in accordance with present practice."

All employees covered under this agreement shall receive the following wage and salary schedule increase effective:

July 1, 2006	1.3%
July 1, 2007	1.3%
July 1, 2008	1.3%
July 1, 2009	1.3%

JOINT COMMITTEE ON TITLES AND SALARY ALLOCATION

Section 6.20: A joint study is to be conducted over the period of this contract for the purpose of considering revisions of the present titles contained in this Agreement and the upgrading of the hourly rates attached to those titles. The study committee shall consist of an equal number of representatives of the Union and the Employer. The study shall be completed by July 1, 1989 and recommendations commensurate with the requirements and responsibilities of each classification shall be made to the respective bargaining teams thereafter. Recommended salary adjustments shall be subject to negotiations during the bargaining for an agreement which will succeed this 1987-90 Agreement.

LONGEVITY

Section 6.30: Effective July 1, 1990, the schedule of payment for longevity is as follows:

Ten (10) years	\$.20 per hour above schedule
Fifteen (15) years	.25 per hour above schedule
Twenty (20) years	.30 per hour above schedule
Twenty-five (25) years	.35 per hour above schedule

**ARTICLE VII
HOURS OF WORK**

WORK DAY

Section 7.10: The hours of work and the hour parameters for each employee covered under this contract as established at the beginning of the 1979-80 school year shall continue in full force and effect unless changed by mutual agreement between the Union and the School District.

BREAKS

Section 7.20: There will be a fifteen (15) minute break for associates working four (4) hours per day or more provided the break is not scheduled at the beginning or close of duty time. The break shall be scheduled by the principal.

**ARTICLE VIII
LIABILITY AND PERSONAL
INJURY PROTECTION**

COVERAGE

Section 8.10: An employee suffering injury or incurring damage to personal property in the performance of his or her duties, shall be covered and protected by the Board to the following extent:

- A) The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of such injuries.

- B) Reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged or destroyed under conditions described in Section 1 of this Article.

- C) Upon submission to the Superintendent of adequate proof of the existence of, and damage to, personal property, which is not protected by reimbursement from other sources, such as insurance, the Board of Education will indemnify employees to a maximum loss of \$500. Such coverage excludes personal

property lost or misplaced by the employee or damaged as a result of the employee's neglect. Damage to personal property must have occurred in the discharge of the employee's duties.

REPORTING INCIDENTS

Section 8.20:

- A) Employees shall immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.
- B) A report shall be forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in his/her possession relating to the incident or the persons involved.
- C) Written notice of injury or damage to personal property incurred in performance of an employee's duties shall be filed with the Superintendent within ten (10) days after the alleged incident if the employee intends to make a claim to the Board under the provisions of this Article.

SAVE HARMLESS

Section 8.30:

- A) The Board of Education will save harmless and protect all employees from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person, to the extent and in the manner and subject to the conditions, as provided by Section 3023 of the Educational Law as the same may hereafter be amended.
- B) The Board of Education will further provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in defense of an employee in any civil or criminal action or proceeding arising out of disciplinary action against any pupil of the School District to the extent and in the manner, and subject to the conditions, provided by Section 3028 of the Education Law as the same may hereafter be amended.
- C) Any papers served on a classified employee must be filed with the Board of Education within ten (10) days after they have been received.

ARTICLE IX INSURANCE AND HOSPITALIZATION

FIFTY PERCENT (50%) PAYMENT

Section 9.10: The District shall pay fifty percent (50) of the cost of health insurance for each employee covered under this contract who works five (50) or more hours per day and has five (5) years of service with the School District in

accordance with the type of coverage (individual or family) desired by the employee. The insurance program shall include:

Plan A) Blue Cross/Blue Shield (see Addendum A for Plan Description)

Plan B) Blue Cross/Blue Shield (see Addendum A for Plan Description)

Plan C) Blue Cross/Blue Shield (see Addendum A for Plan Description)

SELF PAY

Section 9.11: Each employee covered under this contract who works less than five (5) hours per day and/or has less than five (5) years of service shall be allowed to participate in the aforementioned health insurance program on a self-paying basis. The Niagara Falls city School District shall provide for the administration of an employee-funded 125 plan for employee contributions for health and dependent care costs. This plan shall be open to all associates with six (6) months or more of employment.

ARTICLE X SAVINGS CLAUSE

VIOLATION OF LAW

Section 11.10: If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any law, 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 the Agreement or any addition thereto shall not be affected.

REPLACEMENT

Section 11.11: If a determination or decision is made 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 XI IMPLEMENTATION

LEGISLATIVE PROVISION

Section 12.10: It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

DURATION

Section 12.20: The duration of this contract shall be for four (4) years, July 1, 2006 through June 30, 2010. If a new Agreement has not been executed by the expiration date of the present Agreement, the parties agree that the existing Agreement shall continue in full force and effect until a successor Agreement is

executed. All amendments to the present Agreement shall be retroactive to July 1, 2006 unless otherwise specifically stated in this Agreement. All amendments to any successor Agreement shall be retroactive to July 1 of the year the successor Agreement is to take effect except as may otherwise be agreed by the parties through the collective bargaining process.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands this 23rd DAY OF March 2006.

SCHOOL DISTRICT OF
THE CITY OF
ASSOCIATE
NIAGARA FALLS, NY

NIAGARA FALLS CITY SCHOOL
DISTRICT TEACHER

UNIT LOCAL #872

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

Philip J. Mohr
Chief Negotiator

Mary Donoughe
President

(Original signatures on file)

Schedule A

Board of Education
Niagara Falls New York

CSEA Teacher Associate Salary Schedule
School Year 2006/07
1.3%

Pay Group	Classification	Step 1	Step 2	Step 3
A	Senior School Monitor	\$12.88	\$13.87	\$14.95
B	Classroom Associate (Lib, SpEd, P.E.) Health Care Associate	\$11.93	\$12.36	\$12.78
C	Home School Associate	\$11.08	\$11.47	\$11.84
D	School Monitor (Lunch, Bus) Assistant Child Care Associate	\$10.23	\$10.63	\$10.99

Longevity

10 years \$.20 per hour above schedule
15 years .25 per hour above schedule
20 years .30 per hour above schedule
25 years .35 per hour above schedule

Schedule B

Board of Education
Niagara Falls New York

CSEA Teacher Associate Salary Schedule
School Year 2007/08
1.3%

Pay Group	Classification	Step 1	Step 2	Step 3
A	Senior School Monitor	\$13.04	\$14.05	\$15.15
B	Classroom Associate (Lib,SpEd,P.E.) Health Care Associate	\$12.09	\$12.52	\$12.95
C	Home School Associate	\$11.23	\$11.62	\$12.00
D	School Monitor (Lunch, Bus) Assistant Child Care Associate	\$10.36	\$10.76	\$11.13

Longevity

10 years \$.20 per hour above schedule
15 years .25 per hour above schedule
20 years .30 per hour above schedule
25 years .35 per hour above schedule

Schedule C

Board of Education
Niagara Falls New York

CSEA Teacher Associate Salary Schedule
School Year 2008/09
1.3%

Pay Group	Classification	Step 1	Step 2	Step 3
A	Senior School Monitor	\$13.21	\$14.23	\$15.34
B	Classroom Associate (Lib,SpEd,P.E.) Health Care Associate	\$12.25	\$12.68	\$13.12
C	Home School Associate	\$11.37	\$11.77	\$12.15
D	School Monitor (Lunch, Bus) Assistant Child Care Associate	\$10.50	\$10.90	\$11.28

Longevity

10 years \$.20 per hour above schedule
15 years .25 per hour above schedule
20 years .30 per hour above schedule
25 years .35 per hour above schedule

Schedule D

Board of Education
Niagara Falls New York

CSEA Teacher Associate Salary Schedule
School Year 2009/10
1.3%

Pay Group	Classification	Step 1	Step 2	Step 3
A	Senior School Monitor	\$13.38	\$14.42	\$15.54
B	Classroom Associate (Lib,SpEd,P.E.) Health Care Associate	\$12.40	\$12.85	\$13.29
C	Home School Associate	\$11.52	\$11.92	\$12.31
D	School Monitor (Lunch, Bus) Assistant Child Care Associate	\$10.64	\$11.05	\$11.43

Longevity

10 years	\$.20 per hour above schedule
15 years	.25 per hour above schedule
20 years	.30 per hour above schedule
25 years	.35 per hour above schedule

ADDENDUM A
NIAGARA FALLS BOARD OF EDUCATION – TAUL
SUMMARY OF MEDICAL PLAN OPTIONS

Type of Medical Service	PPO – A Plan	PPO – B Plan	POS – C Plan
Primary Care Physician Visit	\$5	\$10	\$15
Well Child Visits & Immunizations	Covered-in-Full	Covered in Full	Covered in Full
Routine Physical Exams	\$5	\$10	\$15
Special Visits	\$5	\$10	\$15
Outpatient Mental Health (30 visits)	\$5	\$10	50%
Outpatient Substance Abuse	\$5	\$10	\$15
Outpatient Surgery	\$5	\$10	\$15
Emergency Room Care	\$35	\$35	\$50
Urgent Care	\$5	\$10	\$15
Ambulance Services	\$50	\$50	\$50
Durable Medical Equipment	20%	20%	20%
Prosthetic Devices	20%	20%	20%
Diabetic Supplies & Equipment	\$5	\$10	\$15
X-Rays	\$5	\$10	\$15
Lab Services (Quest Labs only)	Covered-in-Full	Covered-in-Full	Covered-in-Full
Radiation Therapy	\$5	\$10	\$15
Medically Necessary Chiropractic	\$5	\$10	\$15
Medically Necessary Foot Care	\$5	\$10	\$15
Routine Foot Care	Not Covered	Not Covered	Not Covered
Physical, Occupational & Speech	\$5	\$10	\$15
Inpatient Hospitalization	Covered-in-Full	Covered-in-Full	Covered-in-Full
Inpatient Mental Health	Covered-in-Full 30 days	Covered-in-Full 30 days	Covered-in-Full 30 days
Skilled Nursing Facility	Covered-in-Full 60 days	Covered-in-Full 60 days	Covered-in-Full 60 days
Home Health Care	\$5	\$10	\$15
Mammograms (annual screening)	\$5	\$10	\$15
Prescription Drugs	\$0/\$5	Three Tier \$0/\$15/\$35	Three Tier \$0/\$15/\$35
Dependent/Student Coverage	25/25	25/25	25/25
Out-of-Network Deductible	\$100/\$200	\$100/\$200	\$250/\$500
Out-of-Network Co-insurance	20%	20%	20%
Out-of-Pocket Maximum for Out-of-Network Services	\$2000/\$4000	\$2000/\$4000	\$2000/\$4000

SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Niagara Falls, New York

MEMORANDUM OF AGREEMENT
BETWEEN
THE NIAGARA FALLS CITY SCHOOL
DISTRICT
AND
THE CSEA TEACHER ASSOCIATES UNIT

Effective July 1, 1997, the following terms and conditions of employment shall apply to all part-time associates:

1. Works under five (5) hours per day.
2. Holiday pay and sick day pay will be based on the number of hours worked per day. If hours are not set it will be an average number of hours.
3. All other terms and conditions of the written agreement between the parties shall apply.
4. Effective July 1, 1997, Part-Time Bus Associates shall begin at Step 1 of the salary schedule for School Monitor.

As of July 1, 1997, the following progressive disciplinary procedure shall be in full force and effect. Discipline shall be for just cause. A policy of progressive discipline shall apply.

The following progression is based upon conditions of employment, established practices, and Board Policy. It is understood that severe infractions would bypass the progression of steps and may result directly in dismissal. Such action may be appealed directly to Section 4.2, Stage B.

It is further understood that the second infraction need not be a repetition of the first infraction to follow progression but may involve the same or any other type of infraction.

- 1st - incident counseling – written warning
- 2n - counseling – written reprimand

Disciplinary matters involving suspension and discharge shall be subject to provision 4.20 of the grievance procedure and may be appealed directly to Stage B.

FOR THE BOARD OF EDUCATION:

Thomas A. Insana
Signed

5/20/97
Date

FOR THE CSEA TEACHER ASSOCIATES UNIT:

Toni L. Baratta
Signed

5/20/97
Date