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EN/5420

# AGREEMENT

by and between the

**LACKAWANNA CITY SCHOOL DISTRICT**

and the

**CSEA, LOCAL 1000 AFSCME,**

**AFL-CIO**

**CSEA, INC.**

**Lackawanna City School Unit**

**Erie Educational Local 868**

**RECEIVED** July 1, 2005 – June 30, 2012

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

142

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**THIS AGREEMENT**, made this 24th day of November, 2008 by and between the Lackawanna City School Board, hereinafter referred to as the Board and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Lackawanna City School Unit, Erie County Educational Local 868, hereinafter referred to as the Association.

**WHEREAS**, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages, terms and conditions of employment to be observed by the parties hereto.

“It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its ‘approval’.”

**NOW, THEREFORE**, it is mutually agreed as follows:

## **ARTICLE I**

### **101 RECOGNITION**

The Board recognizes the Lackawanna CSEA as the “exclusive” bargaining agent for all non-teaching employees of the City School District of the City of Lackawanna, but excluding the Supervisor and Assistant Supervisor of Buildings and Grounds, Clerk of the Board of Education and those people who are designated as Management and Confidential Employees under ARTICLE 14, Section 214 of The Public Employees’ Fair Employment Act.

## **ARTICLE II**

### **201 DUES CHECKOFF AND AUTHORIZATION**

- a. The Employer shall deduct bi-weekly from the wages of the employee and remit monthly to the Civil Service Employees Association, Inc., regular membership dues and/or insurance premiums for those employees authorizing such deductions.
- b. The Employer shall deduct an agency fee from the wages of a bargaining unit employee who is not a member of the Association in accordance with the provision of NYS Civil Service Law 208, as amended.
- c. The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in the Article. Further, if through inadvertence or error, the District fails or neglects to make a deduction which is properly due and owing from a bargaining member's paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The District shall not be liable to the collective bargaining representative, the bargaining unit member or any party by reason of the requirements of this Article for the remittance or payment of any sum other than constituting actual deductions made from employee wages earned.

## **ARTICLE III**

### **301 RETIREMENT**

The Employer shall continue to provide the present Retirement Plan (75i) of the New York State Retirement System, known as the "20 Year Career Plan" and the "Sick Leave Rider," Section 41J.

The Employer shall continue to provide the \$20,000 "Death Benefit Rider," Section 60B.

### **302 FINAL YEAR OF SERVICE –FINAL YEAR STEP PLACEMENT EMPLOYEES HIRED ON OR BEFORE MARCH 28, 1973**

The following policy will govern employees concerning receiving credit for their accumulated sick leave at the time of retirement.

An employee, who made application for retirement with the New York State Retirement System and who has at least five (5) years and less than ten (10) years of service will be entitled to an allowance of \$1,000.00. An employee who has ten (10) years of service but less than twenty (20) years of service will be entitled to an allowance of \$1,500.00

An employee who has twenty (20) years of service will be entitled to an allowance of \$2,000.00 and after twenty-five (25) years of service will be entitled to an allowance of \$3,000.00.

a. Placement on the 6<sup>th</sup> Step of the salary schedule will be for a one (1) year period only. Such Step placement shall be considered receiving credit for the balance of any unused accumulated sick leave to the credit of the Regular Full-Time Employee at the time of application and notification to the Board. An employee must have one-hundred (100) sick leave days credit to his/her account prior to submitting his/her request for Step 6 placement on the Step 6 Plan.



b. An employee placed on the 6<sup>th</sup> Step salary schedule shall start anew to accumulate sick leave days at the rate set forth in this Agreement. The entitled number of sick leave days shall be granted at the beginning of the contract year for the final year of service.

c. An employee placed on the 6<sup>th</sup> Step salary schedule cannot draw on the sick leave days accumulated in prior years but is limited to the sick leave days accumulated in the final year of service.

d. The pro-rated allowance shall be added to the employee's salary schedule over the twelve (12) months before retiring.

**303 FINAL YEAR OF SERVICE –FINAL YEAR STEP  
PLACEMENT REGULAR FULL-TIME EMPLOYEES HIRED  
AFTER MARCH 28, 1973**

A regular Full-Time Employee in his/her final year of employment may be entitled to be placed on a Final Year Step under the following conditions:

**FINAL YEAR OF SERVICE**

Accumulated Sick Leave Days	5 years	10 years	15 years	20 years	25 years
160-200	-	-	50%	75%	100%
140-159	-	-	45%	67%	90%
120-139	-	28%	40%	60%	80%
100-119	-	23%	35%	53%	70%
80-99	-	18%	30%	45%	60%
60-79	9%	13%	25%	38%	50%
40-59	3%	5%	20%	30%	40%
20-39	1.3%	3%	10%	23%	30%
1-19	.5%	1%	5%	15%	20%

a. Placement shall be on the above final year of service schedule. The appropriate percentage as established by the years of service of the employee and his/her accumulated sick leave shall be multiplied by four thousand dollars (\$4,000.00) indicating the allowance to be paid to the employee.

b. The applicant must submit a written notice to the Superintendent of Schools on or before March 1, prior to the final year of service and shall state the applicant's intent to retire at the end of the next current school year.

c. An employee placed on the Final Year Step Salary Schedule shall start anew to accumulate sick leave days at the rate set forth in this Agreement. The entitled number of sick leave days shall be granted at the beginning of the contract year for the final year of service.

d. An employee placed on the Final Year Step Salary Schedule cannot draw on the sick leave days accumulated in prior years but are limited to the number of sick leave days accumulated in the final year of service.

Such step placement shall be considered as receiving credit for the balance of any unused accumulated sick leave to the credit of the regular full-time employee at the time of application and notification to the Board.

## **ARTICLE IV**

### **401 SICK LEAVE DAYS – PERSONAL ILLNESS**

a. A regular full-time twelve (12) month employee shall earn a total of twelve (12) sick leave days per year. Such days shall be earned at the rate of one (1) day per month and shall be allowed to accumulate up to a total of two hundred ten (210) days.

b. A regular full-time ten (10) month employee shall earn a total of ten (10) sick leave days per year. Such days shall be earned at the rate of one (1) day per month for each month worked and shall be allowed to accumulate up to a total of two hundred ten (210) days.

c. A regular part-time employee shall receive one (1) sick leave day for every month of full-time employment (based on hours worked per day – four (4) hours per day for a full month of employment equals one (1) day sick leave of four (4) hours pay. The Employee must be hired to work a daily work schedule and for at least a full school year of ten (10) months and at least twenty (20) hours per week.

d. Sick leave days may be accumulated up to one hundred (100) days.

e. Sick leave days may be taken in one-half (1/2) day increments.

After five (5) consecutive days of illness, the employee may be required to provide a physician's certificate and may be required to be cleared for duty by a physician.

This Section shall in no way restrict the right of the Board to have any employee examined by a School Physician (the cost to be paid for by the School District) or the right to require a physician's certificate from any employee after the first day of absence where there are records of sick leave abuse.

f. Employee will be notified in writing of the number of sick leave days accrued at the beginning of the school year.

## **402 SICK LEAVE INCENTIVE**

A regular full-time employee and regular part-time twelve (12) month employee eligible for sick leave days who is absent three (3) days or less during any year will be credited with an additional three (3) days to be added to their accumulated sick leave at the beginning of the next school year.

A regular full-time and regular part-time ten (10) month employee eligible for sick leave days who is absent two (2) days or fewer during any year will be credited with an additional two (2) days to be added to their accumulated sick leave at the beginning of the next school year.

## **403 ILLNESS IN THE IMMEDIATE FAMILY**

Accumulated sick leave days may be charged against absence due to illness in the immediate family upon proper authorization.

The number of days that may be used for such illness in the immediate family shall be limited to and not exceed five (5) days in any one (1) school year. Illness in the immediate family must be verified by a physician's certificate.

A sick leave for such illness may be denied when such absence would interfere with the normal operation of the school system.

Immediate family shall be defined as follows: parent, spouse, child, foster child, brother, sister or grandparent living in the employee's household.

#### **404 ABSENCE DUE TO INJURY**

- a. Whenever a regular full-time employee, or anyone hired prior to 3/28/73, is absent from work duty as a result of a personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence but not for a period longer than four (4) months and such absence shall not be charged to his/her accumulated sick leave. (Days allowed for such absence due to injury must be covered as follows: suffered on the school premises, in the line of duty, covered by Workers' Compensation and subject to certification by a duly qualified physician or the school physician).
- b. Any compensation reimbursement will be consigned to the School District by the insuring agency while the employee is receiving full pay. During the summer months only compensation payment will be paid to the ten (10) month employee. The waiting period prior to collecting Workers' Compensation from employees hired after March 28, 1973, shall be waived in instances where the Workers' Compensation Board reimburses the District to the first day of the claim.
- c. After the four (4) month period (Section A) the employee may then draw against his/her sick leave time.
- d. The Board reserves the right to designate a doctor to examine the employee to determine if conditions arising out of an accident are preventing said employee from performing his/her duties.
- e. The four (4) month leave denoted in the above sections shall begin after the first ten (10) working days from the date of occurrence of the injury for all regular full-time employees hired after March 28, 1973. During the ten (10) working day period, the employee shall be allowed to use his/her accumulated paid sick leave.

In the event the provisions of this paragraph are found to conflict with provisions of the Worker's Compensation Law, the statute shall control.

#### **405 SICKNESS DURING WORKING HOURS**

An employee who leaves work due to illness after working more than one-half (1/2) of his/her scheduled work day shall be paid for the hours worked with no deduction from his/her sick leave.

An employee who works less than one-half (1/2) of his/her scheduled workday shall be paid for the hours worked plus a full scheduled day with one (1) day deduction from his/her sick leave. (Such time shall be paid at the regular rate of pay and shall not be considered as overtime time nor allowed to occur more than twice in any given month).

#### **406 TIMES OFF TO VISIT DOCTOR**

A regular full-time employee shall have the right to visit his/her doctor for treatment of a job-connected injury without loss of pay or change of shift. Such time off shall be limited to four (4) hours unless otherwise authorized by the Superintendent of Schools.

The employee must notify his/her immediate supervisor of the pending dates and time of appointment. Such employee must make every effort to return to work as soon as possible after the appointment. All employees covered by this section may be required to verify such appointments by proper statements from the doctor indicating the time and date of such appointment with acknowledgment by the doctor that such appointment was fulfilled by the employee.

## **407 ABSENCE UNDER SPECIAL CONDITIONS**

Official Business – An absence for official School District business upon recommendation by the Superintendent and approval by the Board will be with full pay.

## **408 URGENT PERSONAL BUSINESS**

- a. All regular full-time employees (and cleaners hired prior to 3/28/73) shall receive three (3) days non-accumulated personal leave for personal business, one (1) of which shall be deducted from sick leave.
- b. Personal Leave (Personal Business) shall be deemed to be business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.
- c. Written reason for personal day shall be made to the Principal or Supervisor at least three (3) days prior to the day of leave except in case of any emergency. This approval shall not be unreasonably withheld.
- d. The personal day shall not apply on the day before or the day after a holiday unless approved by the Superintendent of Schools.
- e. The third day shall be deducted from their sick leave.
- f. Approval for personal leave request may be disapproved by the Superintendent of Schools when the number of personal leave requests, falling on any one (1) day, endangers the proper function of the school.
- g. Unauthorized absence from duty immediately prior to or immediately after a school holiday carries with it a penalty of total loss of pay for the holiday.

h. All unused personal days shall be added to the employee's sick leave accumulation.

i. All personal time may be taken in one-half (1/2) day increments with prior approval.

#### **409 GRADUATION**

An employee may be granted one (1) day leave of absence with full pay to attend the graduation of spouse, child or self, from a college, professional school of the same level of education as college level or high school with prior approval of the Superintendent of Schools.

If travel time is required, an employee may take up to two (2) days deducted from sick leave, but with prior authority from the Superintendent of Schools.

#### **410 JURY DUTY**

Regular full-time and regular part-time employees will be granted leave to perform jury duty. Absence from duty will be paid so that his/her income as a juror shall total his/her normal salary upon presentation of notification of service plus \$2.00 allowance per day for every day served.

a. Upon condition of such service, the employee shall be required, when feasible, to perform the duties of his/her position of employment.

b. An employee must be schedule to work during the scheduled jury duty hours to be paid.



## **411 MILITARY SERVICE**

Section 243 of the Military Law, State of New York, shall govern all military leaves.

## **412 GENERAL PROVISIONS FOR EXTENDED LEAVE**

Sick days accumulated prior to an extended leave of absence approved by the Board shall be credited upon return to full-time duty.

In reference to sick leave days, they are to be interpreted as scheduled workdays and not the calendar week of seven (7) days.

After five (5) or more consecutive workdays off due to illness, the employee may be required to be cleared for duty by a physician.

Salary increments or accumulations of benefits will not be credited during the period of approved extended leave.

## **413 DEATH IN THE IMMEDIATE FAMILY**

a. Regular full-time and regular part-time employees shall be granted five (5) consecutive working days, at their regular pay with no deductions from accumulated sick time allowance, to attend the funeral of parent, spouse, brother, sister, child, foster child, or grandchild.

If additional time is needed, the employee may, upon approval of the Superintendent of Schools, take up to five (5) additional days to be deducted from his/her accumulated sick leave. This applies to Section 413 only.

b. Regular full-time and regular part-time employees shall be granted three (3) consecutive working days at their regular pay for death of mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece and nephew.

c. Regular full-time employees and regular part-time employees shall be granted one (1) day at their regular pay for the death of an uncle and aunt. This shall include blood relatives or spouse of blood relatives.

d. An employee must be scheduled to work in order to be paid for such days.

#### **414 LEAVE OF ABSENCE**

With proper two-week notification or except in the above case of a substantiated emergency, subject to approval by the Superintendent of Schools, an employee may be granted a leave of absence up to a thirty (30) day period. There will not be an accrual of sick days, vacation or payment for any insurance benefit programs during the requested leave period. The employee must reimburse the District at the pro-rated fee for all such benefits.

#### **415 MATERNITY LEAVE**

A pregnant employee shall be granted a leave of absence for a period not to exceed one (1) year under the following conditions:

a. The period of leave shall be without pay or accumulation of benefits, with the exception of hospitalization, which may be continued by agreement with the employee paying the cost during the leave period.

Application for leave must be in writing not later than the end of the third month of pregnancy and must be accompanied by her physician's statement including:

1. Expected date confinement.
2. Expected date beyond which the employee should not work.
3. Certification of the employee's health and verification that she can perform her usual duties and such performance will not be harmful to her or her unborn child.
4. Upon request of the employee, with written approval of her physician, the employee may be reinstated before the expiration of the year, subject to the concurrence of the Superintendent of Schools.
5. Unless an extension is requested and granted by the Board, the employee shall either return to service at the end of the leave period or employment shall be considered terminated.
6. An employee not on a Maternity Leave may use her sick leave for that period of time in which said employee is totally disabled and could not have performed the requirements of her job.

The use of such sick leave days must be verified by the attending physician and shall be subject to verification by the School Physician.

#### **416 FAMILY MEDICAL LEAVE ACT**

The parties to this contract agree to be bound by and follow the provisions of the Family Medical Leave Act.

#### **417 SICK LEAVE BANK**

- a. The established sick leave bank shall be administered and processed by the CSEA (and the Superintendent).
- b. Each employee who wishes to participate will contribute into the sick bank, three (3) days upon entry to the bank and one (1) day in each

succeeding year. Employees who participate may be required to contribute additional sick days at any time, as determined by the CSEA (and the Superintendent).

c. Employees who desire to enter the sick bank may do so upon the determination of the CSEA and upon such terms and conditions as the CSEA shall determine.

d. An employee who is a participant in the sick leave bank and who has exhausted all accumulated sick leave and all other accumulated time standing to his/her credit may apply after a five (5) work day waiting period, for a sick leave of absence to CSEA.

e. In the event such leave is recommended by the CSEA and approved by the Superintendent (no more than three (3) grants annually in thirty (30) day increments or ninety (90) days total for continuous illness), will notify the District of the number of sick days granted to said employees and the District will pay to the absent employee one (1) day's pay for each day of authorized leave. There will be deducted from the sick bank one (1) day for each day of sick leave, which is granted.

f. CSEA will promptly notify the District of the names of the employees who are members of the sick bank and the number of days granted and the number of days in the bank at the end of each month.

## **ARTICLE V**

### **501 SALARY**

Effective July 1, 2005, each employee shall receive an increase of two (2%) percent over the 2004/2005 salary rate.

Effective July 1, 2006, each employee shall receive an increase of two (2%) percent over the 2005/2006 salary rate.

Effective July 1, 2007, each employee shall receive an increase of three (3%) percent over the 2006/2007 salary rate.

Effective July 1, 2008, each employee shall receive an increase of three and one-half (3.5%) percent over the 2007/2008 salary rate.

Effective July 1, 2009, each employee shall receive an increase of three and one-half (3.5%) percent over the 2008/2009 salary rate.

Effective July 1, 2010, each employee shall receive an increase of three and one-half (3.5%) percent over the 2009/2010 salary rate.

Effective July 1, 2011, each employee shall receive an increase of three and one-half (3.5%) percent over the 2010/2011 salary rate.

The 2005/2006, 2006/2007, 2007/2008, 2008/2009, 2009/2010, 2010/2011, 2011/2012 salary and hourly rates set forth in Appendix A of this Agreement are for those employees hired prior to ratification and execution of this agreement.

The salary and hourly rates set forth in Appendix A-1 of this agreement are for those employees hired after ratification and execution of this contract. Appendix A-1 is an eight (8)-step salary schedule beginning in the 2008/2009-contract year. This schedule shall reflect a starting salary fifteen (15) percent less than Step 1 of Appendix A. Subsequent steps in appendix A-1 will be fifteen (15) percent less than the comparative rate in appendix A and will match appendix A Step 3, 4 and 5 at appendix A-1 Step 6, 7 and 8.

In addition to the pay increases specified above eligible employees shall also receive their step increment paid in accordance with Section 708.

## **502 LONGEVITY – FULL TIME EMPLOYEES**

Regular full time employees shall be entitled to a longevity increment on the anniversary date of his/her employment or prorated in the year of retirement as set forth in Appendix C of this Agreement.

The longevity increment for the 2005-2006 fiscal year will be calculated by increasing the 2004-2005 longevity increment by two (2%) percent.

The longevity increment for the 2006-2007 fiscal year will be calculated by increasing the 2005-2006 longevity increment by two (2%) percent.

The longevity increment for the 2007-2008 fiscal year will be calculated by increasing the 2006-2007 longevity increment by three (3%) percent.

The longevity increment for the 2008-2009 fiscal year will be calculated by increasing the 2007-2008 longevity increment by three and one-half (3.5%) percent.

The longevity increment for the 2009-2010 fiscal year will be calculated by increasing the 2008-2009 longevity increment by three and one-half (3.5%) percent.

The longevity increment for the 2010-2011 fiscal year will be calculated by increasing the 2009-2010 longevity increment by three and one-half (3.5%) percent.

The longevity increment for the 2011-2012 fiscal year will be calculated by increasing the 2010-2011 longevity increment by three and one-half (3.5%) percent.

Longevity payments are to be paid on or about each employee's anniversary date in lump sum payment. The payment date shall be within thirty (30) days of the anniversary date.

There shall be separate longevity checks issued through BOCES or new school accounting system.

An employee who is eligible for longevity and is laid off shall receive his/her entire longevity at the time of separation.

### **503 LONGEVITY PART-TIME EMPLOYEES**

Regular part-time employees shall receive 50% of these longevity payments.

### **504 ANNIVERSARY DATE**

“Anniversary date” shall mean the employee’s first day of hire or his/her date of re-hire, if his/her employment was interrupted for a period of time exceeding one (1) year.

### **505 SHIFT DIFFERENTIAL**

Any employee who works between the hours of 11:00 p.m. and 7:00 a.m. shall receive fifty (\$.50) cents per hour in addition to his regular hourly rate of pay.

### **506 UNIFORM ALLOWANCE**

All employees (except Watchperson title) shall receive one hundred dollars (\$100.00) annually in the 2008/2009, 2009/2010, and 2010/2011 contract year. In the 2011/2012 contract year and thereafter this amount shall increase to one hundred fifty dollars (\$150.00) annually. These funds shall be placed in the employer sponsored IRS 105(h) plan annually as described in Section 811 of this agreement.

## **507 STAFF DEVELOPMENT**

Employees who are required or allowed to attend training during the normal course of their workday, shall be allowed to attend such training without loss of pay.

## **508 TRADE WORK STIPEND**

Employees in the Maintenance or Custodial Department who have trade certificates for Electrical, HVAC, Plumbing, Asbestos Removal, Carpentry, Auto Mechanic, Welding or CISCO shall receive an annual stipend of Five Hundred Dollars (\$500.00). Any trade certificate other than those listed above may receive said stipend upon approval of the Superintendent.

Upon ratification and execution of this agreement, the district will pay Michael Bryniarski at Step 5 of the Building Maintenance Mechanic title in Appendix 'A' effective in the 2008/2009 school year.

## **ARTICLE VI**

### **601 DIRECTIVES AND MEMORANDA**

All directives and memoranda to non-teaching employees shall bear the signature of the party issuing them.

All communications to the Board by the CSEA shall bear the signature (s) of the party or parties issuing them.

## **ARTICLE VII**

### **701 VACANCIES**



It is agreed that all vacancies of competitive, non-competitive positions and labor class positions within the bargaining unit are to be filled with qualified personnel in accordance with the Civil Service Law.

## **702 POSTING**

All vacancies in existing positions or newly created positions within the bargaining unit shall be posted in every building setting forth a description of and the qualifications for the position including the duties, hours and salary.

Posting shall be for a period of at least ten (10) consecutive days prior to filling the position.

The Board of Education may make temporary appointments to temporary positions and vacancies.

Cleaners will be able to bid on any vacancy, which occurs within their job title, based on seniority, to include transferring to another school within the District.

Regular monitors, who are currently on the payroll but are temporarily off, shall have first preference, on a seniority basis, to fill temporary vacancies for which a substitute monitor would be called.

Regular monitors shall have the opportunity to bid, on a seniority basis, on permanent vacancies, which the Employer deems necessary to fill. The Employer retains the right of final approval on each such petition to transfer.

## **703 APPOINTMENTS**

When appointments to vacancies within the bargaining unit are made from among qualified candidates from within the bargaining unit they shall be based on qualifications, experience, ability and seniority.

Current employees shall receive primary consideration before other applicants.

It shall be the responsibility of the Superintendent of Schools to determine the qualifications and competency of any applicant.

The final appointment shall be made by the Board.

#### **704 APPLICATIONS**

Employees who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent of Schools within the time specified in the announcement.

#### **705 TITLES AND DUTIES**

The titles and duties on file with the Civil Service Commission for the various non-teaching positions within the School District are considered to be the official titles and duties.

#### **706 SENIORITY, LAYOFF, BUMPING AND RECALL**

##### **A. DEFINITIONS**

1. For purposes of layoff and recall, the employee shall be allowed to use the following type of seniority:

a. Title Seniority shall be defined as the length of continuous service of an employee from the date of entry of employee into the title.

2. For the purpose of bumping only, an employee shall be allowed to use the type of seniority set forth below:

a. Seniority shall be defined as the "length of continuous service" with the employer from the date of hire of the employee (s).

## **B. LAYOFF, BUMPING AND RECALL**

In the event of the necessity of a layoff of a Non-Competitive or Labor Class employee (s) within a job title, such layoff shall be made on the basis of reverse title seniority with the order of layoff beginning with the least senior employee (s). A Non-Competitive or Labor Class employee who is laid off shall have the right to bump back into a lower paid job title held previously by the affected employee or he/she shall have the right to bump back into a lower position as set forth in the layoff units contained in Appendix B of this Agreement in accordance with his/her seniority.

An employee notified in writing of his/her impending layoff shall notify the Superintendent of Schools of the position into which he/she shall bump within five (5) working days after the receipt of his/her lay-off notice. All notices provided herein shall be hand delivered or sent to the person to whom notice must be given by certified mail with return receipt requested. The name of each Non-Competitive and Labor Class employee laid off from a title shall be placed on a recall list for such job title, and the employee shall have absolute preference to be recalled to such job title in the inverse order of layoff, for a period of three (3) years following said layoff, unless after receiving the required notice, any such employee rejects the right of recall, or fails to respond to said notice within ten (10) days after receipt of same. Upon request of a laid off employee, he/she may be used as a substitute employee during the period of layoff. Time working as a substitute shall not count towards seniority.

In particular cases where a Non-Competitive or Labor Class employee has a special training or skill and that training or skill is necessary to enable the normal function or operation of the school to continue without interruption, such an employee may be retained regardless of seniority or layoff procedure.

Upon recall of any employee previously on lay-off, the benefits which such employee had accumulated prior to such lay-off shall be credited to such employee and will be added to any benefit accumulated after such recall, provided that the period of the lay-off did not exceed three (3) years except as follows: The three (3) years limitation will not be applied toward hospitalization the individual employee was entitled to at the date of the lay-off. In other words, the individual employee will be entitled to the same hospitalization benefits he/she was entitled to at the date of lay-off or most equivalent benefits then available. Competitive Civil Service classification shall be defined as per Civil Service Law.

It is understood, however, that such employee shall not accrue benefits or seniority during the period of the layoff.

### **707 SENIORITY LIST**

The School District shall provide a seniority list within each classification, which shall be posted at the beginning of each school year (September) for a period of thirty (30) days. Employees may request a review of their standing on such list within the posting time period. Thereafter, the list shall be considered correct and will be utilized as the seniority list for that school year on matters pertaining to the question of seniority standing.

### **708 INCREMENTS – YEARS OF SERVICE**

When an employee is appointed, demoted or reinstated from a higher-grade position to a lower grade position, he/she shall receive credit toward eligibility for additional increments in the lower grade position for his/her years of service in the higher-grade positions as though such service had been rendered in the lower grade position.

When an employee is appointed, demoted or reinstated from a higher position to a lower position, which the employee held prior to moving into the higher position, such employee shall receive credit towards step placement in the lower position for the years of service worked in the higher position. (The total service time of both the higher and the lower position shall be used to determine the step placement at the lower position on a demotion or reduction of the work force.)

Effective July 1, 1999, increments shall be paid in the pay period closest to but following the employee's anniversary date.

## **ARTICLE VIII**

### **801 HEALTH INSURANCE**

The district shall provide the Erie 1 BOCES Health Benefits Plan Trust Health Insurance and fully pay the premium for those employees hired by the district prior to ratification and execution of this agreement. For those employees hired by the district after ratification and execution of this agreement the district shall provide the Erie 1 BOCES Health Benefits Plan Trust Health Insurance and pay eight-five percent (85%) of the annual premium. The employee shall be responsible for the remaining premium through payroll deduction.

In the event the Erie 1 BOCES Health Benefits Trust Plan becomes unavailable during the term of this agreement, the District shall provide the most equivalent Plan then available after consultation with the Union.

### **802 REGULAR PART-TIME EMPLOYEES HEALTH INSURANCE**

The district agrees to pay fifty per cent (50%) of the cost of premiums for the Erie 1 BOCES Health Benefits Plan Trust Health Insurance for

regular part-time employees hired by the district prior to ratification and execution of this agreement. For those regular part-time employees hired by the district after ratification and execution of this agreement the district shall provide the Erie 1 BOCES Health Benefits Plan Trust Health Insurance. The employee shall be responsible for fifty-seven and one-half percent (57.5%) of the annual premium and the district shall pay forty-two and one-half percent (42.5%) of the annual premium. The employee shall be responsible pay to for his/her premium through payroll deduction.

In the event the Erie 1 BOCES Health Benefits Trust Plan becomes unavailable during the term of this agreement, the District shall provide the most equivalent Plan then available after consultation with the Union.

### **803 OPTICAL PLAN**

The School District agrees to pay the full premium of Blue Cross/Blue Shield Vision Optical Plan Option 11, single or family coverage, for bargaining unit members for those eligible employees who do not participate in the Erie 1 BOCES Health Benefits Trust Plan as described in Section(s) 801 or 802 of this agreement.

### **804 REINSTATEMENT OF COVERAGE**

If an employee, regular full-time or regular part-time, is covered by his/her spouse under a health contract other than the Lackawanna School District contract, then that person shall not be considered as being eligible for coverage under the Lackawanna School District plan. If at some later time an employee ceases to be covered under their spouse's health insurance contract, then that employee may be considered eligible for coverage under the Lackawanna School District plan (Erie 1 BOCES Health Benefits Plan Trust Health Insurance).

## **805 DOUBLE COVERAGE**

The School District under no circumstances shall be required to provide health insurance coverage for an employee covered elsewhere or under another health insurance plan. (No double coverage shall be allowed).

## **806 MEDICARE**

Employees 65 years of age or older must utilize coverage under Medicare in conjunction with the District's plan.

## **807 DENTAL PLAN**

Effective upon ratification and execution of this agreement, the district agrees to contribute five hundred dollars (\$500.00) annually to the CSEA Employee Benefit Fund Sunrise Dental Plan for each enrolled employee (except Watchperson title). If any remaining premium is due to the dental plan, the employee through payroll deduction shall pay it.

## **808 NO HEALTH CARE INCENTIVE**

If an employee chooses not to participate in the negotiated health plan for a full fiscal year, he/she shall be paid twenty-five per cent (25%) of the premium cost saved by the District, up to a maximum of \$750.00.

## **809 LIFE INSURANCE**

The District will provide a seven thousand five hundred dollar (\$7,500) term life insurance policy for each employee covered by this agreement.

## **810 HEALTH INSURANCE RETIREMENT INCENTIVE**

In addition to the existing retirement incentive (Sections 302 and 303) the District will offer the following:

a) The District will pay an amount equal to the cost of the premium for health insurance (premium set on date of signing) for CSEA members who retire over the life of the contract until they attain the age of 65, provided that:

1. The member must have a minimum of fifteen (15) years of service in the District, and
2. The member has accumulated a minimum of one hundred twenty (120) sick days at the time of retirement.

b) The member may enroll in any health insurance plan offered by the District, but any additional costs from the plan described above will be borne by the member.

### **811 IRS 105(h) PLAN**

The employer will maintain a Health Reimbursement Arrangement ("HRA") consistent with Section 105(h) of the Internal Revenue Code from which employees may be reimbursed for qualifying medical expenses. The employer shall make contributions to the HRA account as stipulated in Section 506 of this agreement. The funds in the HRA account shall rollover each year without cap. Should an employee be separated from service for any reason other than discharge for just cause, the employer shall continue to maintain that employee's HRA account, but will cease further contributions, until such time that the employee has exhausted all of his/her remaining funds.

## **ARTICLE IX**

### **901 OVERTIME**

All regular full-time employees shall be paid time and one-half (1 ½) for all hours worked beyond their regular scheduled workweek.



Regular employees shall have first preference to work overtime before any substitute employees.

Overtime wheels will be established in each building or department by seniority and by title. Motor Equipment Operator and Building Maintenance Mechanic shall be included on the overtime roster for Maintenance. Overtime shall first be offered to the most senior employee and then shall be rotated. An employee who works or is offered overtime and refuses it shall be charged with those hours and rotated to the bottom of the wheel. In the event an employee at the top of the overtime roster is inadvertently bypassed for overtime, he/she shall remain at the top of overtime roster until such time as they work overtime equivalent to the overtime for which they were skipped.

### **902 GUARANTEE OF PAY**

Regular full-time employees called back to work after completion of their day or regular scheduled workweek, shall be guaranteed a minimum of four (4) hours pay. It is expected that the employee will perform a full four (4) hours of work for the guarantee of a minimum number of hours.

### **903 TIME SHEET**

When an authorized person has submitted a time sheet to his/her supervisor, no change shall be made unless the authorized person has been consulted.

All changes on the time sheet must be in writing.

### **904 10-MONTH EMPLOYEES AND TEACHER AIDES**

The normal work period for all ten (10) month employees shall be September 1 through June 30. During this period, a ten (10) month

employee may be required to work at the discretion of the Building Principal.

Teacher Aides shall report to work when the teachers report at the beginning of the school year, and shall work a maximum of three (3) days after graduation. For these additional days of work, the Board agrees to allow them to be off the remainder of the non-scheduled days off during the Christmas and Easter Holidays. All other days shall be worked as their current work schedule provides.

### **905 10-MONTH EMPLOYEES' WORK PERIOD**

Ten (10) month employees' work period shall be considered as September 1 to June 30, except as noted in Section 904 for Teacher Aides.

### **906 WORKING IN A HIGHER POSITION**

When a regular full-time employee is assigned to work in the capacity of a higher scaled position and assumes the full responsibilities of that position, he/she shall be paid in accordance to that position which shall be on a step next highest to his/her present rate of pay. Such employee must fill the position for a full work shift or more in order to be paid the higher rate.

### **907 DEFINITION OF EMPLOYEES**

For the purpose of awarding fringe benefits, the following definitions will apply:

a) Regular full-time employee shall be applied to an employee who is regularly employed at least thirty-two (32) hours per week and for at least ten (10) month period per year. Such employee will receive benefits as provided hereinafter.

b) Regular part-time employees shall be applied to an employee who is employed for at least a full school year of ten (10) months and at twenty (20) hours per week but not more than thirty-one (31) hours per week. Such employees will receive benefits as are provided hereinafter.

c) Temporary employee (or part-time employees) shall be applied to an employee working less than twenty (20) hours per week.

These employees receive no fringe benefits of any kind.

d) Employees who are currently receiving benefits contrary to the terms of this agreement under the Grandfather Clause shall continue to receive such benefits; however, no additional (new) employees shall be covered unless specifically stated under the terms of this contract.

Such employees must continue to work at least the same number of hours as presently scheduled or when an employee's work schedule is changed so that the hours worked correspond to a, b or c of this section, then the benefits extended to such employees under those sections will be granted or adjusted accordingly.

## **908 MONITORS HOURS, PAY & BENEFITS**

a) Monitors hired prior to December 1, 1987, will continue to work, unless in case of a layoff, a maximum of four (4) hours per day at the higher hourly rate listed in the salary schedule and receive benefits as prescribed in this Agreement.

b) Monitors hired after December 1, 1987, will be required to work a minimum of two (2) hours per day. In addition, if their names did not appear on the Substitute Monitors List prior to July 1, 1987, they will be required to work at the lower hourly rate listed in the salary schedule with no benefits.

## **909 GRANDFATHER CLAUSE – HOSPITALIZATION**

An employee presently employed by the School District shall be considered covered under the “Grandfather Clause” when hospitalization coverage ceases to be available due to the death of their spouse.

## **910 CAFETERIA COMPENSATORY TIME**

Cooks, Assistant Cooks and Food Service Helpers may volunteer, on a rotating basis, to staff school functions or other functions authorized by the Board, after their regularly scheduled workday, for a minimum of two (2) hours. Each occurrence of this time will be converted to one (1) full day off during the Christmas or Easter holiday period and at no other time during the school year. A maximum of three (3) such days may be accumulated and used for this purpose. Days may be accumulated from the end of the Easter holiday of one (1) year until the beginning of the Easter holiday the next year. Days not used by the end of the Easter holiday each year will be lost, i.e., no days may be carried over into the next period.

## **911 SHIFTS**

All bargaining unit employees shall work a shift whose hours are consecutive, with a regular starting time and quitting time, in accordance with present practice. All full time employees will also receive a sixty (60) minute paid lunch period and breaks where applicable. All six (6) hour food service employees will receive a fifteen-minute (15)-lunch period. Any changes to the above will be made with the mutual consent of both parties.

## **912 WATCHPERSON – UNIFORMS**

The District shall purchase two (2) shirts every other year per Watchperson identifying Watchpersons as such.

## **913 SUMMER HOURS – TWELVE MONTH EMPLOYEES**

Employees in the Custodial/Cleaning and Maintenance Department and all other twelve-month employees shall work 7:00 a.m. to 2:00 p.m. or for the second shift, 12:00 p.m. to 7:00 p.m., with no lunch break during the period of July 1 through August 31.

This schedule may be altered for emergency situations or for operational needs as determined by the Superintendent of Schools.

## **914 CUSTODIAN ASSIGNMENTS**

A custodian will be assigned to work in a building in the district on those occasions:

- When school is in session;
- When the building is open for extra classroom activities;  
And/or,
- When students are in the building for school-sponsored activities.

Additionally, a Custodian may be required after school hours, when in the determination of the Supervisor of buildings and Grounds, it is necessary for the efficient operation of the district.

In such case, when a Custodian is called back to work for above reasons, he/she will receive compensation as per Section 902 of this agreement.

## **ARTICLE X**

### **1001 HOLIDAYS**

All regular full-time employees shall be granted the following holidays with pay in accordance with the provisions of the Article:

New Year's Day	Labor Day
Patriot's Day	Columbus Day
Holy Wednesday	Veteran's Day
Holy Thursday	Day after Thanksgiving
Good Friday	Thanksgiving Day
Monday after Easter	Day before Christmas
Memorial Day	Christmas Day
Independence Day	1/2-Day Board Election
	Martin Luther King Day

### **1002 PREMIUM PAY**

Employees who are required to work on one of the above holidays shall be paid at the rate of time and one half (1 ½) for the hours worked in addition to the holiday pay.

If a holiday falls on a Saturday or Sunday, the Board or its designee shall determine when the holiday shall be celebrated. Only the designated day shall be considered for premium pay or holiday pay purposes.

### **1003 HOLIDAY DURING VACATION**

When one of the above holidays as listed under Section 1001 occurs during a vacation week, the employee shall be granted one (1) additional day.

#### **1004 REGULAR FULL-TIME – 10 MONTHS**

Regular full-time ten (10) months employees will receive the holidays listed in Section 1001, which falls within their work schedule.

#### **1005 REGULAR PART-TIME EMPLOYEES**

- a. Regular part-time employees will be paid only when a holiday falls on their scheduled workday (paid their daily rate).
- b. Monitors, however, will be paid for both regular and Board holidays, which fall within their ten (10) month work period.

#### **1006 TEMPORARY AND PART-TIME EMPLOYEES' HOLIDAYS**

Temporary or part-time employees will not receive paid holidays.

#### **1007 BOARD HOLIDAYS**

At such time as the Board should declare a Board Holiday and when such Board Holiday is intended to release the employees from their work schedule, it shall also imply that the Board shall retain the authority to require some employees to work without additional compensation in order that the proper function or operation of the schools would be maintained.

At such time, if a sufficient number of qualified employees do not volunteer for such duty, the Board may assign qualified employees to fulfill such necessary duties without additional compensation.

#### **1008 INCLEMENT WEATHER**

Snow days are not to be counted as holidays. On such days, all scheduled employees shall be given one (1) hour tardiness time due to inclement weather.

If school is closed due to inclement weather or emergency conditions, maintenance and custodial staff shall report as scheduled and shall receive equal compensatory time off at a later date for all hours worked during such day. Similarly, any employee who works part of or all of a shift shall receive compensatory time. All other employees shall be excused with pay.

## **ARTICLE XI**

### **1101 VACATIONS**

Regular full-time employees employed twelve (12) months shall be granted vacation with pay according to the following schedule:

<b>Length of Service</b>	<b>Vacation Period</b>
After 1 year of service	5 work days
2	10
5	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

### **1102 REGULAR PART-TIME (12 MONTHS)**

Regular part-time employees twelve (12) months shall receive vacations based on their actual workweek.



### **1103 REGULAR FULL-TIME (10 MONTHS)**

Regular full-time and regular part-time employees working on a ten (10) month basis shall not receive vacation credit.

### **1104 GRANDFATHER CLAUSE**

All present employees shall be covered by a Grandfather Clause protecting them from any loss of vacation benefits, which they are receiving prior to the Board's decision.

### **1105 ONE-HALF DAY VACATIONS**

All vacation time may be taken in one-half day increments, with prior approval.

### **1106 SAVING VACATION TIME**

Each employee may accumulate up to a maximum of five (5) days of vacation from year to year by written application and approval of the Superintendent no later than September 1<sup>st</sup> of each year.

## **ARTICLE XII**

### **1201 TITLES AND DUTIES**

a. The titles and duties that are on file with the Civil Service Commission for the various non-teaching positions within the School District are considered to be the official titles and duties.

b. As of January 18, 1989, it is agreed that the titles and job descriptions of Laborer, Building Maintenance Helper, Building Mechanic Helper, Building Maintenance Man and Maintenance Man shall be combined

into a new job description which encompasses all work previously performed by each of the aforementioned job titles. The job title for these combined duties will be Maintenance Person.

Those individuals previously holding titles of Building Maintenance Mechanic and Building Maintenance Helper will be grandfathered in at their current salary level and seniority. They will continue to receive all negotiated raises until their respective retirements.

c. The job titles of Electrician, Bus Driver/Auto Mechanic Helper and Bus Driver/Cleaner shall be eliminated.

## **1202 NEW YORK STATE CIVIL SERVICE COVERAGE**

All employees (regular full-time as defined under ARTICLE IX, Section 906, Section 1) shall be covered under the New York State Civil Service Law.

## **ARTICLE XIII**

### **1301 TIME OFF FOR UNION ACTIVITIES**

The Board agrees to pay Association members for grievance meetings providing they are called by the Superintendent or the Board, during the members' regular work shift. All other time taken off to handle Union affairs or business during scheduled work hours shall not be paid for by the School District. Use of the time clocks to record all time taken off shall be the rule of the day.

The only exception to the above rule shall be the right of any member to process a grievance at the first step of the Grievance Procedure.

### **1302 BULLETIN BOARDS**

The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and

any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship. Material posted on the bulletin boards shall first be approved by the Superintendent or her designee.

### **1303 NEGOTIATIONS**

In the event negotiating sessions are held at a time when members of the CSEA negotiating team are scheduled to work, the District will provide those members of the negotiating team with time off, if required, to attend negotiating meetings.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **1401 PURPOSE**

It is the purpose of this procedure to secure, at lowest possible administrative level, equitable solutions to grievances of non-teaching employees through procedure under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board and its employees are afforded adequate opportunity to dispose of the differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or the courts.

#### **1402 DEFINITIONS**

As used herein, the following terms shall have the following meanings:

- a. "Employee" shall mean any person directly employed by the Lackawanna City School District and covered by this contract.
- b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

c. "Supervisor" shall mean an employee or officer on a higher level of authority above the employee in the Department wherein the grievance exists and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.

d. "Days" shall mean all days other than Saturday, Sunday and 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 regulation.

e. A grievance is barred or voided if it is not submitted within the specified time limits at which this Agreement permits the grievance to be submitted. If a grievance is not answered within the specified time limit, it may be appealed to the next higher step as though it had been answered on the last allowable day. If a grievance is not appealed within the specified time limit, it shall be deemed to have been satisfied by the last answer given.

### **1403 PROCEDURES**

a. All written grievances shall include:

1. The name and position of the aggrieved party.
2. The identity of the agreement provision involved.
3. The time when and place where the alleged events or conditions constituting the grievance occurred.
4. A general statement of the nature of the grievance and redress sought.

b. Except for informal decisions of Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions and supporting reasons therefore.

c. In any event, a grievance to be considered must be filed in writing with the immediate supervisor on a mutually agreed form, within fifteen (15) working days after the date on which the facts or events upon which such alleged grievance is based shall have existed.

d. The grievant shall not resort to litigation until the grievance procedure has been exhausted.

### **STEP I IMMEDIATE SUPERVISOR**

a. An employee having a grievance shall discuss it with his/her immediate Supervisor, either directly or through a representative of the Association, with the objective of resolving the matter informally.

b. If the grievance is not resolved informally, it shall be reduced to writing within ten (10) days after the written grievance is presented to him/her. The immediate Supervisor shall render a decision thereon in writing.

### **STEP II SUPERINTENDENT OF SCHOOLS**

a. If the employee initiating the grievance is not satisfied with the written decision at Step I and wishes to procedure further under this grievance procedure, the employee shall, within five (5) days after receiving the written decision, file a written appeal to the Superintendent.

b. Within ten (10) days after the grievance is presented to him/her, the Superintendent or his/her representative shall render a decision in writing.

### **STEP III BOARD OF EDUCATION**

- a. If the employee initiating the grievance is not satisfied with the written decision at Step II and wishes to proceed further under this grievance procedure, the employee shall, within five (5) days after receiving the written decision, file a written appeal to the Board for its consideration.
- b. Within twenty (20) days of the receipt of the appeal, the Board or its representative shall hold a hearing on the grievance, and within ten (10) days of the conclusion of the hearing, shall render a decision in writing.

### **STEP IV ARBITRATION**

- a. If the aggrieved party is not satisfied with the decision at Step III and wishes to proceed further under this grievance procedure, he/she shall within ten (10) days refer the matter directly to the Public Employment Relations Board for the appointment of an Arbitrator.
- b. The selected Arbitrator shall hear the matter promptly and shall limit his/her decision strictly to the interpretation and application of the provisions of this Agreement.
- c. The decision of the Arbitrator will be restricted to whether a violation of the Agreement exists. If a violation of the Agreement exists and if a violation is found, he/she shall have authority to interpret and apply the provisions of this Agreement but he/she shall not have the authority to alter, in any way, any of the provisions of this Agreement.
- d. Except as expressly provided for in this Agreement, an award by an Arbitrator in respect to any grievance submitted to him/her shall not be made retroactive beyond the date on which such grievance was first represented for consideration in the procedure herein set forth.

e. The decision of the Arbitrator shall be final and binding upon the parties.

f. The costs and expenses for the services of the Arbitrator, if any, shall be borne equally by the parties.

## **ARTICLE XV**

### **1501 GRANDFATHER CLAUSE**

Those employees who were currently employed in the School District prior to March 28, 1973, will continue to receive those benefits, which they were receiving. However, this is not construed to include any benefits not covered by the terms and conditions of employment herein neither contained nor is this to be considered as a "Past Practice" Clause.

## **ARTICLE XVI**

### **1601 MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibility possessed by the Board are retained by it, including but not limited to: the right to determine the mission, purposes, objectives and policies of the Board; to determine the facilities, methods, means and number of personnel required to conduct Board programs; to administer the examination, selection, recruitment, hiring appraisal, training, retention, promotions, assignment or transfer of employee, pursuant to the law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing employees in accordance with law and the provisions of this Agreement.

**ARTICLE XVII**

**1701 DURATION OF AGREEMENT**

The term of this Agreement shall commence as of July 1, 2005, and continue through June 30, 2012, except as otherwise provided in this Article.

**1702 MEMORANDUM OF UNDERSTANDING**

All monetary changes, additions and/or modifications contained herein shall be retroactive to July 1, 2005 unless otherwise specified in this agreement.

**1703 CONFORMITY TO LAW**

If any of this Agreement is, or shall be at any time, contrary to law, such provisions shall not be applicable, performed or enforced except to the extent permitted by law; however, all other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby have set their hands this 24<sup>th</sup> day of November.

Peggy Clifford, Pres.  
PRESIDENT OF CSEA UNIT

[Signature]  
CSEA INC REPRESENTATIVE

Dolores Catuzza

[Signature]

[Signature]

[Signature]

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[Signature]

[Signature]

[Signature]  
SUPERINTENDENT OF SCHOOLS

[Signature]  
DISTRICT CHIEF NEGOTIATOR



## APPENDIX A

### 2005-2006 2% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Teacher Aide	24,119	24,899	25,684	26,468	27,460
Printer	27,477	28,617	29,648	30,677	31,722
Head Custodian	34,352	35,490	36,642	37,787	39,753
Custodian	31,965	32,934	33,898	34,870	36,821
Asst. Custodian	30,530	31,470	32,412	33,353	35,505
Building MM					40,189
Maintenance Worker	29,370	30,338	31,303	32,272	33,241
MV Operator	34,081	35,292	36,510	37,718	40,189
Cleaner	12,279	12,676	13,222	13,694	14,384
Head Cook	22,650	22,905	24,822	25,714	26,473
Asst. Cook	18,928	19,541	20,328	20,761	21,759
Food Service Helper	13,121	13,594	14,067	14,538	15,014
AV Tech	35,668	37,087	37,708	38,730	41,036
Pre '87 Monitor	12.77				
Post '87 Monitor	8.93				
Watchperson	16.52				

### 2006-2007 2% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Teacher Aide	24,601	25,397	26,197	26,997	28,010
Printer	28,026	29,189	30,241	31,290	32,356
Head Custodian	35,039	36,200	37,375	38,543	40,549
Custodian	32,604	33,592	34,576	35,567	37,557
Asst. Custodian	31,140	32,099	33,060	34,020	36,215
Building MM					40,993
Maintenance Worker	29,957	30,945	31,929	32,917	33,906
MV Operator	34,763	35,998	37,240	38,472	40,993
Cleaner	12,524	12,929	13,487	13,967	14,672
Head Cook	23,103	23,363	25,318	26,228	27,003
Asst. Cook	19,307	19,932	20,734	21,176	22,194
Food Service Helper	13,384	13,865	14,348	14,829	15,315
AV Tech	36,382	37,829	38,463	39,505	41,856
Pre '87 Monitor	13.02				
Post '87 Monitor	9.11				
Watchperson	16.85				

## APPENDIX A

### 2007-2008 3% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TA 10 month	25,339	26,159	26,983	27,807	28,850
Printer	28,867	30,065	31,149	32,229	33,327
Head Custodian	36,090	37,286	38,497	39,699	41,765
Custodian	33,582	34,600	35,613	36,634	38,684
Asst. Custodian	32,074	33,062	34,052	35,041	37,302
Building MM					42,223
Maintenance Worker	30,856	31,873	32,887	33,905	34,923
MV Operator	35,806	37,078	38,357	39,626	42,223
Cleaner	12,900	13,317	13,891	14,386	15,112
Head Cook	23,796	24,064	26,078	27,015	27,813
Asst. Cook	19,886	20,530	21,356	21,812	22,860
Food Service Helper	13,785	14,281	14,779	15,274	15,774
AV Tech	37,473	38,964	39,616	40,690	43,112
Pre '87 Monitor	13.41				
Post '87 Monitor	9.38				
Watchperson	17.36				

### 2008-2009 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Teacher Aide	26,226	27,075	27,928	28,781	29,860
Printer	29,877	31,117	32,239	33,357	34,494
Head Custodian	37,353	38,591	39,844	41,088	43,227
Custodian	34,758	35,811	36,859	37,916	40,038
Asst. Custodian	33,197	34,220	35,243	36,267	38,607
Building MM					43,700
Maintenance Worker	31,936	32,989	34,038	35,091	36,145
MV Operator	37,059	38,375	39,700	41,013	43,700
Cleaner	13,352	13,783	14,378	14,890	15,641
Head Cook	24,629	24,906	26,990	27,961	28,786
Asst. Cook	20,582	21,248	22,104	22,575	23,660
Food Service Helper	14,268	14,781	15,296	15,808	16,326
AV Tech	38,785	40,328	41,003	42,114	44,621
Pre '87 Monitor	13.88				
Post '87 Monitor	9.71				
Watchperson	17.96				

## APPENDIX A

### 2009-2010 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Teacher Aide	27,144	28,022	28,905	29,788	30,905
Printer	30,923	32,207	33,367	34,524	35,701
Head Custodian	38,660	39,941	41,239	42,526	44,740
Custodian	35,974	37,065	38,149	39,243	41,439
Asst. Custodian	34,359	35,417	36,477	37,536	39,959
Building MM					45,230
Maintenance Worker	33,054	34,143	35,229	36,320	37,410
MV Operator	38,356	39,719	41,089	42,448	45,230
Cleaner	13,819	14,265	14,881	15,411	16,188
Head Cook	25,491	25,778	27,935	28,940	29,794
Asst. Cook	21,302	21,992	22,877	23,365	24,488
Food Service Helper	14,767	15,299	15,831	16,362	16,898
AV Tech	40,142	41,739	42,438	43,588	46,183
Pre '87 Monitor	14.37				
Post '87 Monitor	10.05				
Watchperson	18.59				

### 2010-2011 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Teacher Aide	28,094	29,003	29,917	30,830	31,986
Printer	32,005	33,334	34,535	35,733	36,950
Head Custodian	40,013	41,339	42,682	44,015	46,306
Custodian	37,233	38,362	39,485	40,617	42,890
Asst. Custodian	35,561	36,657	37,754	38,850	41,357
Building MM					46,813
Maintenance Worker	34,211	35,338	36,462	37,591	38,719
MV Operator	39,698	41,109	42,527	43,934	46,813
Cleaner	14,303	14,765	15,402	15,950	16,755
Head Cook	26,383	26,680	28,913	29,952	30,836
Asst. cook	22,048	22,762	23,678	24,183	25,345
Food Service Helper	15,284	15,834	16,385	16,934	17,489
AV Tech	41,547	43,200	43,923	45,114	47,799
Pre '87 Monitor	14.87				
Post '87 Monitor	10.40				
Watchperson	19.24				

## APPENDIX A

### 2011-2012 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Teacher Aide	29,077	30,018	30,964	31,909	33,106
Printer	33,126	34,500	35,744	36,983	38,244
Head Custodian	41,414	42,786	44,176	45,555	47,926
Custodian	38,536	39,705	40,867	42,039	44,391
Asst. Custodian	36,806	37,940	39,075	40,210	42,805
Building MM					48,451
Maintenance Worker	35,408	36,575	37,738	38,906	40,075
MV Operator	41,088	42,548	44,016	45,472	48,451
Cleaner	14,803	15,281	15,941	16,509	17,341
Head Cook	27,307	27,614	29,925	31,001	31,916
Asst. Cook	22,820	23,559	24,507	25,029	26,232
Food Service Helper	15,819	16,388	16,959	17,527	18,101
AV Tech	43,001	44,712	45,461	46,693	49,472
Pre '87 Monitor	15.39				
Post '87 Monitor	10.77				
Watchperson	19.92				

## APPENDIX A-1

### 2008-2009 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Teacher Aide	22,292	23,014	23,739	24,464	25,381	27,928	28,781	29,860
Printer	25,395	26,449	27,420	28,353	29,320	32,259	33,357	34,494
Head Custodian	31,750	32,385	33,867	34,925	36,743	39,844	41,088	43,227
Custodian	29,544	30,439	31,330	32,229	34,032	36,859	37,916	40,038
Asst. Custodian	28,217	29,087	29,957	30,827	32,816	35,243	36,267	38,607
Building MM					37,145	43,700	43,700	43,700
Maintenance Worker	27,146	28,041	28,932	29,827	30,723	34,038	35,091	36,145
MV Operator	31,500	32,619	33,745	34,861	37,145	39,700	41,013	43,700
Cleaner	11,349	11,716	12,221	12,657	13,295	14,378	14,890	15,641
Head Cook	20,935	21,170	22,942	23,767	24,468	26,990	27,961	28,786
Asst. Cook	17,495	18,061	18,788	19,189	20,111	22,104	22,575	23,660
Food Service Helper	12,128	12,564	13,171	13,437	13,801	15,495	15,808	16,236
AV Tech	32,967	34,279	34,853	35,797	39,343	41,003	42,114	44,721
Pre '87 Monitor	11.80							
Post '87 Monitor	8.25							
Watchperson	15.27							

### 2009-2010 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Teacher Aide	23,072	23,819	24,570	25,320	26,269	28,905	29,788	30,905
Printer	26,284	27,375	28,380	29,346	30,346	33,388	34,524	35,701
Head Custodian	32,861	33,518	35,053	36,147	38,029	41,239	42,526	44,740
Custodian	30,578	31,505	32,427	33,357	35,223	38,149	39,243	41,439
Asst. Custodian	29,205	30,105	31,005	31,906	33,965	36,477	37,536	39,958
Building MM					38,445	45,230	45,230	45,230
Maintenance Worker	28,096	29,022	29,945	30,871	31,799	35,229	36,319	37,410
MV Operator	32,603	33,760	34,926	36,081	38,445	41,090	42,448	45,230
Cleaner	11,746	12,126	12,649	13,099	13,760	14,881	15,411	16,188
Head Cook	21,667	21,911	23,744	24,599	25,324	27,935	28,940	29,794
Asst. cook	18,107	18,693	19,446	19,860	20,815	22,878	23,365	24,488
Food Service Helper	12,552	13,004	13,632	13,907	14,284	16,037	16,361	16,804
AV Tech	34,121	35,479	36,072	37,050	40,720	42,438	43,588	46,286
Pre '87 Monitor	12.21							
Post '87 Monitor	8.54							
Watchperson	15.80							

## APPENDIX A-1

### 2010-2011 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Teacher Aide	23,880	24,653	25,430	26,206	27,189	29,917	30,831	31,987
Printer	27,204	28,333	29,373	30,373	31,408	34,557	35,733	36,951
Head Custodian	34,011	34,692	36,280	37,412	39,360	42,682	44,014	46,306
Custodian	31,649	32,607	33,562	34,524	36,456	39,484	40,617	42,890
Asst. Custodian	30,227	31,159	32,090	33,023	35,153	37,753	38,850	41,357
Building MM					39,791	46,813	46,813	46,813
Maintenance Worker	29,079	30,038	30,993	31,952	32,912	36,462	37,590	38,719
MV Operator	33,744	34,942	36,148	37,344	39,791	42,528	43,934	46,813
Cleaner	12,158	12,550	13,092	13,558	14,242	15,402	15,951	16,755
Head Cook	22,426	22,678	24,576	25,460	26,211	28,912	29,953	30,836
Asst. cook	18,741	19,347	20,127	20,555	21,543	23,678	24,183	25,345
Food Service Helper	12,992	13,459	14,109	14,394	14,784	16,599	16,934	17,392
AV Tech	35,315	36,720	37,335	38,347	42,146	43,923	45,114	47,906
Pre '87 Monitor	12.64							
Post '87 Monitor	8.84							
Watchperson	16.35							

### 2011-2012 3.5% CSEA SALARIES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Teacher Aide	24,716	25,516	26,320	27,124	28,140	30,964	31,910	33,107
Printer	28,156	29,325	30,401	31,436	32,507	35,766	36,984	38,244
Head Custodian	35,202	35,906	37,549	38,722	40,738	44,176	45,555	47,926
Custodian	32,756	33,749	34,736	35,732	37,732	40,867	42,039	44,391
Asst. Custodian	31,285	32,249	33,213	34,178	36,384	39,075	40,210	42,805
Building MM					41,183	48,451	48,451	48,451
Maintenance Worker	30,097	31,089	32,078	33,070	34,063	37,738	38,906	40,075
MV Operator	34,925	36,165	37,414	38,651	41,183	44,016	45,472	48,451
Cleaner	12,583	12,989	13,550	14,032	14,740	15,941	16,509	17,341
Head Cook	23,211	23,472	25,436	26,351	27,128	29,925	31,001	31,916
Asst. Cook	19,397	20,024	20,831	21,275	22,297	24,507	25,029	26,232
Food Service Helper	13,446	13,930	14,603	14,898	15,301	16,959	17,527	18,101
AV Tech	36,551	38,006	38,642	39,689	43,621	45,461	46,693	49,472
Pre '87 Monitor	13.08							
Post '87 Monitor	9.15							
Watchperson	16.93							

## **APPENDIX B**

### **LAYOFF GROUPINGS AS PER LAYOFF & RECALL PROCEDURE**

- 1. MOTOR VEHICLE OPERATOR  
MAINTENANCE PERSON**
  
- 2. COOKS  
ASSISTANT COOKS  
FOOD SERVICE HELPERS  
MONITORS (CAFETERIA)**
  
- 3. CLEANER**
  
- 4. TEACHER AIDES  
MONITORS  
PRINTER**

## APPENDIX C

### 2005 – 2006 2% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 420	\$ 210	\$ 420
11 <sup>th</sup>	768	594	1,188
16 <sup>th</sup>	977	1,083	2,165
21 <sup>st</sup>	978	1,573	3,144
26 <sup>th</sup>	836	1,991	3,980
31 <sup>st</sup>	837	2,410	4,817

### 2006-2007 2% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 428	\$ 214	\$ 428
11 <sup>th</sup>	783	606	1,212
16 <sup>th</sup>	996	1,105	2,208
21 <sup>st</sup>	997	1,604	3,207
26 <sup>th</sup>	853	2,031	4,060
31 <sup>st</sup>	854	2,458	4,913



## APPENDIX C

### 2007-2008 3% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 441	\$ 220	\$ 441
11 <sup>th</sup>	806	624	1,248
16 <sup>th</sup>	1,026	1,138	2,274
21 <sup>st</sup>	1,027	1,652	3,303
26 <sup>th</sup>	879	2,092	4,182
31 <sup>st</sup>	880	2,532	5,060

### 2008-2009 3.5% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 456	\$ 228	\$ 456
11 <sup>th</sup>	834	646	1,292
16 <sup>th</sup>	1,062	1,178	2,354
21 <sup>st</sup>	1,063	1,710	3,419
26 <sup>th</sup>	910	2,165	4,328
31 <sup>st</sup>	911	2,621	5,237

## APPENDIX C

### 2009-2010 3.5% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 472	\$ 236	\$ 472
11 <sup>th</sup>	863	669	1,337
16 <sup>th</sup>	1,099	1,219	2,436
21 <sup>st</sup>	1,100	1,770	3,539
26 <sup>th</sup>	942	2,241	4,479
31 <sup>st</sup>	943	2,713	5,420

### 2010-2011 3.5% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 489	\$ 244	\$ 489
11 <sup>th</sup>	893	692	1,384
16 <sup>th</sup>	1,138	1,262	2,521
21 <sup>st</sup>	1,139	1,832	3,663
26 <sup>th</sup>	975	2,319	4,636
31 <sup>st</sup>	976	2,808	5,610

## APPENDIX C

### 2011-2012 3.5% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 506	\$ 253	\$ 506
11 <sup>th</sup>	924	716	1,432
16 <sup>th</sup>	1,178	1,306	2,609
21 <sup>st</sup>	1,179	1,896	3,791
26 <sup>th</sup>	1,109	2,400	4,798
31 <sup>st</sup>	1,010	2,906	5,806

## APPENDIX C

### 2011-2012 3.5% Increase LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6 <sup>th</sup> year of service	\$ 506	\$ 253	\$ 506
11 <sup>th</sup>	924	716	1,432
16 <sup>th</sup>	1,178	1,306	2,609
21 <sup>st</sup>	1,179	1,896	3,791
26 <sup>th</sup>	1,109	2,400	4,798
31 <sup>st</sup>	1,010	2,906	5,806

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
LACKAWANNA CITY SCHOOL DISTRICT and  
CIVIL SERVICE EMPLOYEES ASSOCIATION**

If a position in the Food Service Program becomes vacant due to retirement and/or resignation such vacancy shall first be posted and filled in accordance with sections 702, 703 and 704 of the CSEA contract except said posting shall be for five (5) consecutive days.

In the event the position of Head Cook becomes vacant due to retirement or resignation, it is further agreed that there shall be two (2) postings: one (1) for the position of Head Cook; one (1) for any vacancy created thereby in the Assistant Cook Position.

However, if any full time cafeteria worker is appointed by this contractual process to said position, then the District will have the right to contract with the Food Service Management Company for the then vacated position of the said cafeteria worker.

Nothing herein will prevent the District from reducing the number of working hours per day for the position vacated by retirement or resignation prior to its posting. However, no existing employee of the District in the Food Service Program shall have his/her hours or benefits reduced so than such hours/benefits can be transferred to the Food Service Management Company.

This memorandum of understanding will take effect immediately.

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

  
\_\_\_\_\_  
CSEA, INC.

  
\_\_\_\_\_  
CSEA, Unit President

DATE: 12/4/08

DATE: 12/16/08