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**AGREEMENT BETWEEN
CHIEF EXECUTIVE OFFICER
NORTH COLLINS CENTRAL SCHOOL DISTRICT**

And

**C.S.E.A., INC., LOCAL 1000 AFSCME, AFL, CIO
NORTH COLLINS CENTRAL SCHOOL UNIT OF LOCAL 868**

**2004-2005
2005-2006
2006-2007**

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AGREEMENT

AGREEMENT, dated December 21, 2004, between the Chief Executive Officer, North Collins Central School District and the C.S.E.A., Inc., Local 1000 AFSCME, AFL- CIO, North Collins Central School Unit of Local 868. Any provision of this agreement which is found contrary to law shall become null and void. Contrary to law shall also include contrary to, or prohibited by, an applicable constitution or statute as finally determined by a court of competent jurisdiction.

DURATION OF CONTRACT

This contract shall be effective July 1, 2004, and continue in effect until June 30, 2007. All proposals will be retroactive July 1, 2004 unless so stated.

DEFINITIONS

Except as otherwise stated in this agreement, wherever used herein, the respective terms hereinafter in this agreement shall have the respective meanings hereinafter set forth.

1. The term "BOARD" means the Board of Education of the North Collins Central School District.
2. The term "ASSOCIATION" or "BARGAINING UNIT" shall mean the C.S.E.A., Inc., Local 1000, AFSCME, AFL, CIO, North Collins Central School Unit of Local 868.
3. The term "SUPERINTENDENT" means the Chief Executive Officer.
4. The term "EMPLOYEES OF THE BARGAINING UNIT" shall mean all non-teaching employees, including regular part-time employees, whose positions are scheduled in Appendix "A".
5. The term "FULL-TIME EMPLOYEES" shall mean all ten (10) and twelve (12) month employees who are scheduled for and work six (6) hours or more per day.
6. The term "REGULAR PART-TIME EMPLOYEES" shall mean all ten (10) and twelve (12) month employees who are scheduled for and work less than six (6) hour per day.
7. "GENDER" – Whenever a personal pronoun is used in the masculine gender, it shall be deemed to include the feminine also, unless the context indicates the contrary.
8. "BUS DRIVER" – Employees who are engaged on a contract basis and paid an annual ten (10) month salary, based upon the bus route that is chosen by the driver according to seniority under provisions of Item 12.21 of this contract, will be considered full-time ten (10) month employees, exclusive of Section 4.3 of this contract provided they were hired on or before December 31, 2004. Drivers hired on or after January 1, 2005 working less than 6 hours per day will receive health insurance benefits as provided for in Section 3.18.3 of this contract.
9. Any reference in this contract to Business Manager or Business Administrator will be interpreted as Business Administrator/Business Manager.

1. RECOGNITION

- 1.1 The employer recognizes the C.S.E.A., Inc., Local 1000, AFSCME, AFL, CIO, North Collins Central School Unit of Local 868, as sole and exclusive representative for all employees in all positions named in Appendix "A", hereto affixed.
- 1.2 The employer shall deduct from the wages of the employees and remit to C.S.E.A., Inc., regular membership dues, and C.S.E.A. sponsored insurance, for those employees who signed authorization permitting such payroll deductions. The C.S.E.A. shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this Section 1.2.
- 1.3 The employer agrees that the C.S.E.A., Inc., Local 1000, AFSCME, AFL, CIO, North Collins Central School Unit of Local 868, shall be the sole and exclusive representative for all employees described in Item 1.1 for the purpose of Collective Bargaining and Grievances for the maximum period allowed; pursuant to Article XIV, Section 208 of the Civil Service Law.
- 1.4 C.S.E.A., Inc., Local 1000, AFSCME, AFL, CIO, North Collins Central School Unit of Local 868, affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or to participate in such strike.

2. NEGOTIATING PROCEDURES

- 2.1 Upon request of either party for a meeting to open negotiations for a new contract year, a mutually acceptable meeting date will be set not more than thirty (30) work days following such request. Such request is to be made on or after January 15 and before February 28 of the contract expiration year.
- 2.2 When parties have tentatively agreed upon an item under negotiation, that item shall be reduced to writing promptly and two copies thereof (one for each party) shall be marked "Agreed", dated and initialed by the principal spokesman of each party as evidence of such tentative agreement.
- 2.3 A tentatively agreed item shall not become binding on the parties until all items under negotiation have been disposed of and the terms of a new agreement have been approved by vote of the membership of the C.S.E.A., Inc., Local 1000, AFSCME, AFL, CIO, North Collins Central School Unit of Local 868, by the Chief Executive Officer, and by vote of the Board of Education.

3. COMPENSATION AND CONDITIONS OF EMPLOYMENT

- 3.1 All full-time employees who have worked over 50% of their normal scheduled annual hours in their job position shall be entitled to an increment and shall be advanced one step beyond that which they are on the current year's Contract Appendix "A" (Salary Schedule) for the new work year. Those employees that have regular part-time positions and who have worked over 378 hours during the preceding ten (10) months when school classes were in session shall be entitled to an increment and shall be advanced one step beyond that which they are on in current year's Appendix "A" (Salary Schedule) for the new work year.

Effective July 1, 2004, each employee's hourly rate and/or annual salary in effect on June 30, 2004 shall be increased by 1.00%. Each rate in the 2004-2005 salary schedule shall be increased by 1.00%.

Effective July 1, 2005, each employee's hourly rate and/or annual salary in effect on June 30, 2005 shall be increased by 1.15%. Each rate in the 2005-2006 salary schedule shall be increased by 1.15%.

Effective July 1, 2006, each employee's hourly rate and/or annual salary in effect on June 30, 2006 shall be increased by 1.25%. Each rate in the 2006-2007 salary schedule shall be increased by 1.25%.

Effective July 1, 2004 – The salary schedule for the Bus Aides and Teacher's Aides will increase 25 cents per hour for the first year of this contract prior to negotiated wage increases.

Starting with step five (5) the custodial salary increments will be adjusted to 3.5% between steps. Custodial employees hired after January 1, 2005 will follow the salary schedule in the negotiated 2004-2007 contract. Custodial employees currently on or above the tenth step of the 2003-2004 salary schedule shall suffer no reduction of pay or benefits because of adjustments to the Custodial salary steps of the 2004-2007 negotiated contract. Further they shall be entitled to any future longevity payments and negotiated salary increases.

- 3.2 Whenever a full-time employee is appointed or promoted to a position in a higher grade, he shall receive an increase in salary, upon such appointment or promotion, which is equivalent to the full increment payable in the position to which he is appointed or promoted, or he shall be paid the minimum salary of the grade of the position to which he is appointed or promoted, whichever results in a higher annual salary. In either case, the employee shall receive at least a \$400 increase in salary.
- 3.3 a. The normal work day for full-time maintenance and custodial staff will begin at the time they are scheduled to report for work and end eight (8) hours thereafter, exclusive of time set aside for a thirty (30) minute non-paid lunch break for which they receive \$750.00 annually.

The normal working week shall consist of forty (40) hours. In an emergency or where necessary service is to be provided, the establishment of working hours shall be at the discretion of the immediate supervisor, Superintendent or in his absence, the Acting Superintendent.

The normal workday for maintenance and custodial staff shall commence between the hours of 6:00 a.m. and 8:00 a.m. for the day shift and 2:00 p.m. and 4:00 p.m. for the second shift. If the permanent shift of an employee is changed, a ten-(10) working day notice shall be given. In the event shifts are changed or alternate shifts become available, the District will ask for volunteers and volunteers' requests will be granted in order of their seniority. If there are no volunteers the least senior employee will be required to make the change. Hours of work will not be altered for the purpose of avoiding overtime.

This same twelve (12) month staff shall be entitled to a paid fifteen (15) minute break, scheduled with their supervisor, to occur during their workday.

- b. Clerical and Technical Staff shall maintain an eight (8) hour workday when *students* are in attendance, and a seven (7) hour workday when school is not in session and *students* are not in attendance. – (effective upon signing of the contract.)

The normal workday shall commence between the hours of 7:00 a.m. and 9:00 a.m. If the permanent shift of an employee is to be changed, a ten-(10) workday notice shall be given. In the event shifts are changed or alternate shifts become available, the District will ask for volunteers and volunteers' requests will be granted in order of their seniority. If there are no volunteers the least senior employee will be required to make the change.

Hours of work will not be altered for the purpose of avoiding overtime. The full-time ten (10) or twelve (12) month Clerical and Technical employees hired on or after July 1, 2002 will operate on a thirty (30) minute paid lunch within their eight (8) hour shift when students are in attendance and within their seven (7) hour shift when school is not in session and students are not in attendance. Compensation will be at the negotiated rate applicable to their employment title.

The full-time ten (10) or twelve (12) month Clerical and Technical employees hired before July 1, 2002, will operate on a sixty (60) minute paid lunch within their eight (8) hour shift when students are in attendance and within their (7) hour shift when school is not in session and students are not in attendance.

Full-time Clerical and Technical employees hired before July 1, 2002 will have a one-time opportunity during a ten (10) calendar day period following the Board's and CSEA's adoption of this contract to choose a thirty (30) minute paid lunch during their scheduled work day for which they will receive a five percent (5%) salary increase in their salary step, following the application of the 1.7% salary increase as indicated on Appendix A of 2001-2002 Salary Schedule. A specific salary agreement will be established for each employee choosing this option.

c. Summer hours may be extended to all employees at the discretion of the Superintendent.

- 3.4 Full-time 12 month employees who work over eight (8) hours in any work day will be compensated at the rate of one and one-half times their regular hourly salary for the hours worked in excess of eight (8) hours.
- 3.5 Should the District determine there is a need for cleaners to perform services during the winter, spring or summer recesses, the District shall offer such recess work to the regular part-time cleaners. They shall be compensated at their regular hourly rate.

Any time worked during recess periods shall not impact upon or change a regular part-time employee's status as a regular part-time employee. This provision does not diminish the District's prerogative to retain seasonal employees during recess periods.

- 3.6 The District will determine the methods employees will use to record their working and non-working time.

For time keeping purposes, the hours shall be divided into tenths. An employee will have up to six (6) minutes after his/her normal starting time to report for work before they are docked any paid time. Similarly, the employer is not obligated to pay overtime until six (6) minutes after the employee's normal ending time.

In the event an employee fails to report his/her arrival and or departure time on a given day or the work situation makes it impossible to do so, the employee shall report such failure to his/her supervisor who shall initial the employee's time card or time sheet as the case may be.

Employees are expected to work the hours they are scheduled and use the time reporting methods prescribed for their department. Willful failure to do so may result in *disciplinary* action being taken by the District.

- 3.7 An employee who is recalled to work after the completion of his scheduled work day will receive a minimum of three (3) hours pay to fix and repair plant breakdowns and for snow removal.

- 3.8 In the event of public transportation difficulties, strikes, severe storms or floods, or similar uncontrollable conditions affecting a group of employees, tardiness may be excused by the Superintendent, or in his absence the Business Manager and he may in his discretion, for these reasons, dismiss employees prior to the closing hour. In the event of the inability of employees to report for duty because of storm, the Superintendent, or in his absence the Acting Superintendent or Business Manager, may in his discretion, grant employees time off with pay.
- 3.81 All full-time custodians, head custodians and full-time laborers will report for work during snow days, but will be given one (1) day compensatory time for each snow day worked on an alternating basis after the emergency is over.
- 3.9 In case of a bus breakdown, the driver concerned will be paid for the extra time involved that exceeds his normal run hours.
- 3.10 The New York State Employees' Retirement System Plan, (Section 75I), shall be maintained together with the additional benefits included in Section 41J (Application of Unused Sick Leave as Additional Service Credit Upon Retirement).
- 3.11 Overtime shall be distributed on a fair and equitable rotating basis *based upon the needs of the* district among employees that are qualified to do the work within each department. For purposes of distributing overtime, a refusal shall be considered as time worked. District shall post overtime hours worked on a quarterly basis. When it is possible to pre-schedule overtime monthly, it will be scheduled this way. The person pre-scheduled for an over-time occasion will be responsible for duty unless he informs the Business Manager five (5) days prior to the scheduled occasion that he will not be available for such duty. Any employee who refuses an overtime assignment or who requests a postponement or cancellation of an overtime assignment, or any combination of these, for three consecutive times when asked, shall have his name removed from the rotating overtime list for the remainder of the current contract year. The District will make every possible effort to give (48) hours advance notice where possible to schedule overtime work, or additional runs.
- 3.12 A system of payroll deduction will be made available to all employees of the bargaining unit through the Hamburg Central Federal Credit Union. A system of Direct Deposit will be made available to all employees. Each employee shall be limited to a total of two (2) direct deposit transactions. Employee designations shall occur during open enrollment period as established.
- 3.13 Each full-time ten (10) month employee shall have the option of receiving their salary in bi-weekly payments over 21 or 26 pays. This option can be exercised only once a year before certification of the first payroll.
- 3.14 Deferred Compensation Plan--Employees may participate in a deferred compensation plan based on the provisions of chapter 547 of the Law of 1982 when rules and regulations are established by the New York State Deferred Compensation Board.
- 3.15 Non-instructional personnel shall be compensated at their regular hourly rate for all time spent in disciplinary actions involving students.
- 3.16 Bus drivers called in for extra work shall be paid a minimum of one hour. The minimum of one hour shall apply to cancellations too, provided the driver actually reports for work and the trip is subsequently cancelled less than one (1) hour prior to the scheduled departure time.

- 3.17 The Registered Professional Nurse, who is responsible for developing and implementing the District's Infectious Control Program, will receive an annual stipend of \$500 which will be in addition to the salary received as stated on the current year's salary schedule.
- 3.18 Cafeteria Plan
- 3.18.1 For all full-time active employees of the bargaining unit enrolled in Health Insurance, the district will provide an annual amount equal to 85% of family or 100% of single coverage of the least expensive plan offered, inclusive of the provisions of Section 7.1. Individuals who choose to enroll in a plan other than the above, must pay the difference in the cost of the premium between their plan and the percentages started above for the least expensive plan. Plans offered will be comparable to plans in effect in June 2004; Independent Health Encompass C 389S or Community Blue 203-B. Such amount will be given in benefits, in accordance with the provisions of Section 125 of the IRC and as contained in the plan document.
- 3.18.2 For all full-time active employees of the bargaining unit who choose not to enroll in Health Insurance offered by the district, an annual amount of \$1,300.00 shall be given in cash or benefits, in accordance with the provisions of Section 125 of the IRC and as contained in the plan document.
- 3.18.3 Effective January 1, 2005, all newly hired regular part-time employees, including bus drivers, who work 4 to 6 hours per day (20 to 30 hours per week), will be offered health insurance, cafeteria plan or opt-out benefits at one-half the rate of full-time employees. All employees hired prior to January 1, 2005, will receive all benefits to which they are entitled under the prior agreement.
- 3.19 The late bus driver's contracted run shall be increased by adding one hour per day up to a maximum of four hours per week. In the event the late bus driver works more than the four hours, they will receive additional monetary compensation for all time worked beyond the four hours.
- 3.20 Career Development – Employees who wish to attend job related training or in-service classes shall *make a request to their* immediate supervisor and the Superintendent in writing. The *request shall* include the name of the training course, the date(s), duration and any attendance costs of such training. Approval of such training shall be at the sole discretion of the Superintendent.
- Request for attendance at job related training shall be submitted to the Superintendent on a form developed by the District.
- Upon successful completion of the training course and submission of verification of attendance, the District shall reimburse the employee for the cost of the course to the extent funds are available.
- In the event the approved training takes place during the employee's regular hour of work, the employee shall suffer to loss of pay.
- 3.21 The hours for the Registered Professional Nurses will coincide with the teaching hours of each respective building.
- 3.22 Teacher Aides' hours of work, schedules and duties will reflect the needs of the building as determined by the building principal. Full-time teacher aides will be entitled to a one-half (½) hour paid lunch during their normally scheduled workday.

Should a reduction or elimination in the teacher aide position occur, layoffs would take place in the reverse order of seniority. Recall lists for such employees would be maintained for three (3) years. Recall shall take place, for a teacher aide position, in order of seniority. A teacher aide who is laid off shall be notified, in writing, by certified mail (return receipt) of an open position. Failure to contact the District within five (5) business days will result in removal from the recall list. Failure to accept an open position will also result in removal from the recall list. All rights and benefits shall be restored to the recalled teacher aide upon recall and return to employment. Years of service do not include time on the recall list.

- 3.23 a. The parties agree to pay Bus Aides the same hourly wage rates as those paid to Teacher Aides effective with the beginning of the 2001-02 school year.
- b. Teacher Aides shall work (paid) their regularly scheduled hours when there are teacher conference days or days when students are in session for less than a seven (7) hour day. – *(effective upon signing of contract.)*
- 3.24 CSEA employees shall be notified within 15 days of a layoff due to their position being eliminated.

4. HOLIDAYS

- 4.1 The following paid holidays shall be granted to all twelve (12) month full-time employees.

Full Days:	Independence Day	Christmas Day
	Labor Day	New Year's Eve
	Columbus Day	New Year's Day
	Veteran's Day	Presidents' Day – School Calendar
	Thanksgiving Day	Good Friday
	Friday after Thanksgiving	Day after Easter
	Christmas Eve	Memorial Day
	Martin Luther King Day	

- 4.2 If a holiday falls on a Saturday, the day before such holiday will be given as a paid holiday. If the holiday falls on a Sunday, the day after such holiday will be given as a paid holiday. If school is in session on these days, compensatory time will be given at a later date with approval of the Superintendent, or in his absence, the Business Manager.
- 4.3 All ten (10) month full-time employees will receive the same paid holidays granted the twelve (12) month full-time employees, with the exception of Independence Day and Labor Day.
- 4.4 All regular part-time employees will receive Presidents' Day, the Day after Easter Sunday, and Memorial Day as paid holidays.
- 4.5 On the day before the following holidays listed below, all 12-month Clerical, Technical and Maintenance/Custodial employees shall be permitted to end their workday one (1) hour earlier than normal.

Independence Day	New Year's Eve Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Eve Day	

- 4.6 Holiday pay will be calculated at the regularly worked hours of each individual employee. For example, 3.5 hours regularly worked per day = 3.5 hours holiday pay. For purposes of this section, Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees.
- 4.7 Clerical/Technical staff will receive one day off (the day before Thanksgiving) in lieu of breaks. If school is in session of the day before Thanksgiving, clerical/technical staff will be fully compensated a day at a mutually agreed upon time with their immediate supervisor within said year when students are not in attendance.

5. VACATION

- 5.1 All full-time twelve (12) month employees will receive the following vacations each year. The amount of vacation is based upon continuous years worked.

Less than one (1) year of service	Note four hours vacation for each completed month of service, to a maximum of forty (40) hours.
One (1) year of service	Forty (40) hours
Two (2) through six (6) years of service	Eighty (80) hours
Seven (7) through fourteen (14) years of service	One Hundred Twenty (120) hours
Fifteen (15) or more years of service	One Hundred Sixty (160) hours

The vacation year runs from July 1 through the following June 30.

The above schedule is predicated on an eight (8) hour day schedule (i.e. 8 hours x 5 days per week = 40 hours), if an eligible employee works six (6) but less than eight (8) hours per day that employee's vacation entitlement shall be adjusted accordingly. For example, six (6) hours of regularly scheduled work per day x five (5) days per week = thirty (30) hours of vacation.

For purposes of this section 5.1 Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees for the purpose of earning vacation but on days they are scheduled to work only seven (7) hours because of recess periods shall only be charged seven (7) hours vacation if using a full day.

- 5.2 If a regular holiday scheduled in Item 4.1 occurs during an employee's vacation, their vacation can be extended one day, or they can take off an additional day later on in that vacation year.
- 5.3 These vacation days need not be taken at one time; however, they must be mutually agreed upon between the employee and his immediate supervisor, and approved by the Superintendent, or in his absence, the Business Manager. Approval by the Superintendent, or in his absence, the Business Manager, shall be shown on the prescribed form used for employee absences. Requests shall be made at least three days prior to the start of the vacation time requested. An employee who absents himself and claims vacation time without receiving prior approval as specified herein shall lose pay for each day that he is absent. In cases where a vacation leave request is for less than three days, the three day prior approval provision shall be waived with approval by the Superintendent, or in his absence, the Acting Superintendent or Business Manager.

5.4 Full-time twelve (12) month employees shall be permitted to carry over up to two hundred forty (240) vacation hours from one year to the next, except that in a year which an employee terminates his services, he shall only be permitted to carry over one hundred twenty (120) vacation hours and shall have utilized all accumulated vacation days prior to June 30 of the calendar year in which he terminates his employment. Any employee who has not used all vacation days prior to retirement or termination of employment, for any reason, shall forfeit all claims to any vacation time due to him.

6. LONGEVITY

6.1. A system of longevity steps shall be established for all full-time employees as follows:

<u>Beginning</u>	<u>12 Month Full-Time Employees</u>			<u>10 Month Full-Time Employees</u>			
<u>With The</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>		<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
11 th Year*	\$637.00	\$662.00	\$687.00	11 th Year	\$518.00	\$543.00	\$568.00
				15 th Year	\$518.00	\$543.00	\$568.00
				20 th Year	\$518.00	\$543.00	\$568.00
				25 th Year	\$518.00	\$543.00	\$568.00
				30 th Year	\$518.00	\$543.00	\$568.00

*Beginning in the 2004-2005 fiscal year twelve (12) month employees with twelve (12) or more years of District service will receive an additional \$250.00 for each year of service over the 11th year and \$265.00 for 2005-2006 and \$275.00 for 2006-2007.

7. HEALTH INSURANCE

7.1 The Board of Education will provide a plan for health insurance for all full-time employees which will include the following plans at a cost not to exceed \$1600 for single coverage, and \$3500 for family coverage.

- 1) Traditional Blue Cross and Blue Shield (Senior Blue for those eligible).
- 2) Community Blue/Advantage (Senior Blue for those eligible).
- 3) Independent Health/ (Encompass 65 for those eligible).

District employees who are not otherwise entitled to health insurance through the District, shall none the less be allowed to participate in the District's health insurance programs on a self pay basis, provided however, that the premium must be in the District Office not later than the 1st day of the month prior to the date the premium is due.

Failure of an employee to meet the requirement noted above shall result in the employee's disqualification for participation in the District's health insurance program until the beginning of the next plan year.

The District shall be held harmless against any claims, demands, suits or other forms of liability that arise out of or by reason of any employee's failure to meet the requirement described above.

Participation in the plan will be available to full-time employees on the anniversary date of the current plan (November 1 of each year). New hires will be eligible to participate in the plan one month after their date of hire. A participant may change from one plan to another on November 1 of each year after giving a notice in writing at least sixty days prior to November 1. A full-time employee cannot be covered under the plan if such coverage is also afforded under another plan.

If the insured spouse of a district employee loses their medical coverage, either through loss of job, death, retirement, or through change in status, the District will provide the District employee with health insurance within 60 days after receiving written notification from such employee.

Retirees are afforded the same benefits as active members; however, a retiree cannot participate in the plan if he/she was not a participant in the plan as an active member of the non-teaching staff, or as a participant who has been laid-off and continues coverage until such time his/her name is deleted from the eligibility list. Deletion from the eligibility list is also a deletion from the benefits afforded under this section of the contract.

If a retiree participating in the health insurance program pre-deceases his or her spouse, the spouse will continue to receive the same benefits afforded the retiree under this section during his or her life time until they re-marry.

If a full-time employee who is participating in the health insurance program is laid-off, that employee will continue to participate in the health insurance program afforded under this section by paying 100% of the cost. Participation in the health insurance program will cease when his name is deleted from the preferred list.

In respect to retirees participating in the health insurance program, employees whose starting date is after 6/30/95 will not be afforded the same benefits as those employed before June 30, 1995. The benefits to these newly hired employees as retirees in the health insurance program will be limited as to premiums paid by the District for their health insurance coverage to an amount equal to their final year service increment as provided in section called "Final Year Increment", in lieu of cash.

7.1.1 A one-time open enrollment period will be allowed within 30 days of the signing of this contract so CSEA members can make the necessary changes to their health insurance reflecting the benefits of a new contract.

8. SICK TIME ALLOWANCE, PERSONAL LEAVE, LEAVES OF ABSENCE, AUTHORIZED ABSENCES

8.1 SICK TIME ALLOWANCE, INCLUDING PREGNANCY

8.11 Sick time allowance is leave with full compensation based upon provisions set forth in Item 8.15 (1) and 8.15 (2).

8.12 Sick time allowance shall be available to all non-teaching employees; both full-time and regular part-time. Regular part-time employees shall not qualify for sick time allowance until he has had at least six (6) continuous months of service.

8.13 Sick time allowance shall be for personal disability resulting from sickness, injury or other cause except as herein provided or excluded.

- 8.14 At any time the Superintendent has reasonable cause to believe that an employee employed by the District is ill or disabled, to the extent that such illness or disability impairs such employee's ability to perform duties or that an employee who has been absent because of such illness or disability has sufficiently recovered to enable the resumption of duties without physical injury, the school Superintendent may require a written statement from such employee's physician or a medical examination by the school physician, as the employee shall choose, to determine such employee's fitness to continue or return to duties. Such proof shall be submitted within five days of request. Physician's statements shall not be unreasonably requested nor shall they be required of the same employee more frequently than once in any 30 day period.

An employee who is absent for five (5) consecutive days or more, or for any 10 days or more in any month, for reasons cited in Item 8.13 shall present a written report from his physician stating the reason or reasons for these absences.

- 8.15 The schedule for the number of sick time allowance shall be as follows:

- (1) There shall be one (1) sick time allowance for each month of continuous employment. After an employee completes ten (10) years of service, they shall earn $1 \frac{1}{4}$ sick time allowance per month. Days unpaid for illness in the current fiscal year may be regained through attendance in months following and pay will be adjusted for earned sick time at the close of the fiscal year. Sick time shall be based upon hours worked per day for full-time and regular part-time employees.

Each sick time allowance indicated above shall be multiplied by the employee's normally scheduled number of hours in a day. For example, one (1) sick time allowance x 3.5 regularly scheduled hours of work per day = 3.5 sick leave hours for the month.

For purposes of this section 8.15, Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees for the purpose of earning sick leave but on days they are scheduled to work only seven (7) hours because of recess periods shall only be charged seven (7) hours sick leave if using a full day.

- 8.15 (2) Sick time allowance not used shall be accumulative, however, the hours so accumulated shall not exceed the factor of 240 days x the employee's regular number of hours in a workday. For example, 240 days x 4 regularly scheduled hours of work per day = 960 accumulated hours of sick time allowance.

- 8.16 All sick time credit earned shall be forfeited by the employee upon his termination of employment, except as provided in Section 3.10.

- 8.17 Any employee who shall have served a period of ten (10) years or more, may, upon exhaustion of his sick time allowance at full pay as herein provided, apply to the Superintendent for an additional thirty (30) days of sick time allowance at full pay.

Application for this additional time must be accompanied by a doctor's report verifying the continued illness of the employee and, if possible, the duration of the period needed for recovery.

8.18 In those instances where an employee employed by the District shall know in advance of an anticipated illness or other disability which shall require such employee to take a leave of absence (i.e. advance notice of elective surgery, expected childbirth, etc.), such employee shall notify the Board in writing, indicating as far as possible, the expected date of commencement of the sickness or disability leave of absence and the anticipated period of duration of such leave of absence.

8.19 SICK LEAVE BANK:

A Sick Leave Bank shall be established for use by any contributing employee of the bargaining unit (Sec. 1.1) whose accumulated sick, personal and vacation time where accruable has been exhausted as a result of a catastrophic illness or injury of a continuous nature.

Catastrophic illness or injury is defined as a severe life threatening medical illness or injury requiring the services of a licensed health care provider, which totally incapacitates the employee resulting in an employee's absence from work for a prolonged period of time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, and heart attack. Conditions that are short-term in nature, including, but not limited to, common illnesses such as colds, influenza, measles, and common injuries, are not catastrophic. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

MEMBERSHIP:

- a) Membership in the Sick Leave Bank shall be voluntary and available to all employees regardless of their classification.
- b) All new employees will be eligible for membership after one year and one day of employment. The "Sick Leave Bank Participation Form" must be completed within 30 days of their date of eligibility for membership.
- c) Membership is a one time offering.
- d) All members who express an interest must complete the "Sick Leave Bank Participation Form" within 30 days of eligibility or signing of this Memorandum of Agreement.

ELIGIBILITY:

- a) Must be a member of the "Sick Leave Bank".
- b) Must submit a request for Sick Leave Bank withdrawals, in writing, to the review committee. The request must be accompanied by a statement signed by a physician or medical professional confirming the nature of the illness and the anticipated duration of the disability. The illness or injury must require the services of a physician or medical professional.
- c) The injury or illness must extend over the duration of a minimum of 30 consecutive days. Sick Leave Bank time, if approved, would go into effect on the 31st day of the injury or illness.
- d) Withdrawals may not be in conjunction with Workers' Compensation or be used while employed at another job.

e) Withdrawals shall not include illness or injury of another member of the members' family or time taken to assist such other family members.

f) Members with ten (10) years of service would maintain their rights under Section 8.17 of the current Collective Bargaining Agreement.

CONTRIBUTION:

a) Each eligible member employed a minimum of one (1) year and one (1) day continuously, shall initially contribute one (1) sick leave day from his/her sick accumulation (a day is the employee's regular number of hours in a workday). Thereafter, each member must contribute an additional day when the Sick Leave Bank falls below the minimum level of two hundred forty (240) hours. At no time will more than two (2) days be required of any member in any given fiscal year, but members will be allowed to volunteer additional contributions if there is a need and the Sick Leave Bank is unable to fill the need due to the current level. Employees who have accrued the maximum number of sick days as defined in Section 8.15 shall be allowed to donate sick time accrued in excess thereof to the Sick Leave Bank at the end of each fiscal year. Any eligible employee, at retirement, will be allowed to donate to the Sick Leave Bank, any accrued sick time in excess of the maximum allowed for service credit by New York State Employees Retirement System. This donation will take place on the effective date of the retirement.

REVIEW COMMITTEE:

a) The review committee shall consist of the Business Administrator and two (2) member of C.S.E.A. The review committee shall be established to review and approve or disapprove for withdrawals, based on a majority vote.

b) The review committee will review requests for withdrawal from the bank, keep records of employees and maintain an appropriate level of hours for use in the bank.

c) The review committee will notify members in writing when contributions are required.

d) The review committee will base their decision on the information supplied by the physician and the member's written request. A member may also be requested to undergo medical review by a physician, selected by the committee at the expense of the member. Failure to comply with such a request shall result in disapproval of the withdrawal from the Sick Leave Bank.

e) A one-time appeal process per request can be requested in writing by the member to the review committee. The appeal committee will consist of the C.S.E.A. officers (4) and the Labor Relations Specialist of our region.

f) Decisions made by the review committee or the appeal process are not subject to the grievance procedure as defined in Section 15.

WITHDRAWALS:

Members may request a withdrawal from the review committee upon meeting the "Eligibility" requirements of the Sick Leave Bank.

A member shall not receive a withdrawal in excess of thirty (30) days (a day is the employee's regular number of hours in a workday) per illness. The maximum withdrawal in any fiscal year will be thirty (30) days (a day is the employee's regular number of hours in a workday). Any unused days/hours will be returned to the Sick Leave Bank.

Any employee who draws from the Sick Leave Bank will be required to contribute one (1) additional day per year (a day is the employee's regular number of hours in a workday) until the draw is paid back.

Each fiscal year the business office will include your Sick Leave Bank contributions as part of the annual sick leave accumulation statement.

Employees may, in writing, withdraw from the Sick Leave Bank at any time, however, any contributions prior to written withdrawal will remain in the Sick Leave Bank.

If during the duration of the current negotiated agreement problems arise with regard to the Sick Leave Bank, the parties agree to negotiate to resolve any problems. If upon the expiration of this collective bargaining agreement there are no identifiable problems with the Sick Leave Bank, it shall become part of an annex to the successor agreement.

8.2 ILLNESS IN THE IMMEDIATE FAMILY

8.21 The utilization of sick time allowance for illness of a spouse, parent, parent of a husband or wife, an unmarried child, or any relative permanently residing in the personal household in which the employee himself resides is authorized. Sick leave for this purpose shall not exceed five (5) school days for each incident.

The utilization of sick time allowance for illness of a brother, sister, grandparent and married child is authorized, provided that the use of sick time allowance for this purpose shall in no case exceed four (4) days per year. The use of sick time in each occasion shall be charged against accumulated sick time allowance of the individual.

8.3 ABSENCE UNDER WORKERS' COMPENSATION

8.31 When an employee is absent from work because of illness or injury covered by Workers' Compensation Insurance carried by the Board:

- (1) Such absence may be considered sick leave at the option of the employee and charged to accumulated sick leave until exhausted.
- (2) In the event a compensation award is made for lost time and sick leave payments are selected by the employee, such sick leave payments shall be reduced by the amount of compensation awarded during the period of sick leave payment. However, the amount paid to the school district shall in no case exceed the amount paid to the district employee.

8.4 JURY DUTY OR SUBPOENAED COURT SERVICE

8.41 All full-time and regular part-time employees who are required to report for jury duty or subpoenaed for court services shall be paid their regular rate of pay for hours scheduled to work provided they submit to the Business Office proof of such service. This section shall not apply to court service related to personal litigation.

8.5 DEATH OF FAMILY/DEATH OF PERSONAL FRIEND

8.51 Each employee, both full-time and regular part-time, may have one (1) day leave per year with full compensation for the death of a relative other than as provided in Section 8.52. Any additional leave requested for this purpose will be charged against sick leave with full compensation. However, such time is available only between the time of the death and the funeral.

8.52 Where the death is in the household or the immediate family, (husband, wife, child, brother or sister of husband or wife, grandparent of husband or wife, parent of husband or wife, son-in-law, daughter-in-law, grandchild or any relative permanently residing with the employee), such leave shall not exceed five (5) days, except in the case where considerable distance is involved, in which case the five (5) days may be adjusted to meet the needs of the travel time with full compensation. Time taken exceeding five (5) days will be charged against sick time. This will become effective upon signing of this contract.

8.53 Upon approval by the Superintendent of a written request, one (1) day of leave with pay, to be charged against sick leave, may be permitted, per year, per death, for legal transactions resulting from a death in the immediate family.

8.54 Each employee, both full-time and regular part-time, may be granted a day of leave for the death of a personal friend with the approval of the building principal (or Superintendent, or in his absence, the Business Manager). Such time to be charged to accumulated sick leave.

8.6 PERSONAL LEAVE

8.61 Each full-time twelve (12) month employee will be granted three (3) days (expressed as hours) and each full-time ten (10) month employee will be granted two (2) days (expressed as hours) of personal leave each fiscal year without deduction from salary. A day equals the number of hours the employee is regularly scheduled to work.

Full-time employees hired during the fiscal year will have their personal leave prorated during that year as follows: twelve (12) month employees will be granted one (1) day (expressed as hours) for each complete four (4) months of service and ten (10) month employees will be granted one (1) day (expressed as hours) for each complete five (5) months of service.

Such leave is to be used for the transaction of legal, economic, financial business which cannot be transacted outside the normal work day, or as a result of emergency conditions beyond the individual's control. All other extraordinary conditions may be granted as personal leave with the approval of the Superintendent. Requests for personal leave are to be submitted, in writing, twenty-four (24) hours prior to such leave, if possible, to the Superintendent.

For purposes of this section 8.61, Clerical and Technical employees who normally work eight (8) hours per day but who work reduced hours during recess periods shall be considered eight (8) hour per day employees for the purpose of earning personal leave but on days they are scheduled to work only seven (7) hours because of recess periods shall only be charged seven (7) hours personal leave if using a full day.

8.62 It is clearly understood, however, that such leave is not to be used to extend vacations or to provide entertainment related activities. Such leave shall not be granted prior to or subsequent to a holiday or vacation period without written approval by the Superintendent.

8.63 No more than two (2) employees from each department may utilize such leave at any one time.

8.64 Employees may be allowed personal days without pay where reasons do not warrant leave with pay. Requests for leave without pay must be arranged at least two (2) days prior to leave.

8.65 All unused personal leave will be credited to accumulated sick leave after the end of the fiscal year.

8.7 LEAVE WITHOUT PAY

Except as expressly authorized by the Board of Education, leave of absence without pay shall be limited to those specified in this article. Leave of absence without pay may be granted to employees holding a position by permanent appointment, by the Board of Education, as follows:

8.71 Military Service: Leaves of absence for military service shall be granted as provided in Section 243 of the Military Law governing military service and training.

8.72 Sick Leave Without Pay: In the cases where absences due to illness or disability shall extend beyond an employee's sick leave benefits, as provided in this agreement, said employee shall be granted unpaid leave of absence for the duration of the illness or disability provided that a doctor's report is submitted indicating that the employee is physically incapable to perform his/her regular duties. Such unpaid leave of absence shall not be granted beyond the last day of the current school year.

An employee whose illness or disability, as confirmed by his attending physician, extends beyond the current school year and into the following school year may request, upon notice to the Superintendent not later than 21 days prior to the beginning of such leave request, an extended leave of absence without pay for a period not more than one year. A further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously for six months.

In exceptional cases, a further leave extension without pay may be permitted by the Board of Education for good cause shown and where the interests of the school district would be served.

Leave under this section may be withheld or terminated if the Board of Education determines that the illness or disability is of such a nature as to permanently incapacitate the employee for the performance of the duties of his position.

8.73 Child Rearing Leave

(1) The Board may grant a leave of absence without pay or increment, for child rearing (pre-school age), for a period(s) of time not to exceed two years from the date the employee requests such leave to begin. Such leave may be granted to any regularly employed person as per New York State Law.

- (2) Request for child-rearing leave must be filed with the Superintendent through the immediate supervisor at least thirty (30) days prior to the date the employee desires such leave to commence (when possible). In the event the child-rearing leave is related to pregnancy, the employee may request the leave to begin upon conclusion of her disability as attested to by a physician.
- (3) The expiration date of the child-rearing leave shall coincide with the end of the fiscal year, and shall be so specified in the leave request. The employee may request any length of leave up to the two years which ends at the end of the fiscal year providing the leave period is specified. If an employee requests a leave of less than two years, it shall be extended by Board action provided that the employee files a request for extension at least sixty (60) days prior to the expiration of the original leave request. Only one extension may be granted.
- (4) An employee must return to duty at the time specified in the leave request. Any employee on a child-rearing leave shall notify the Superintendent, in writing, of her intention to return, or not to return, at least sixty (60) days prior to the expiration of such leave.
- (5) Child-rearing leave for any given child, is non-renewable beyond two years for any given leave.
- (6) Child-rearing leave and other leaves without pay, except for illness or disability, shall not be counted towards seniority.
- (7) If any of the procedures provided above shall be found contrary to law, then provisions under Article 12.11 of this contract shall apply.

9. AUTHORIZED ABSENCES FOR SPECIAL CONDITIONS

- 9.1 Authorized absences may be granted to all non-teaching employees under the following conditions: Conferences, workshops, and C.S.E.A. meetings, when approved in advance by the Superintendent or his authorized representative, with or without pay.
- 9.2 Request for these absences must be made on a prescribed form and submitted to the Superintendent at least fifteen (15) days prior to the date or dates of absence requested. A written report of the conference, or workshop, except C.S.E.A. meetings, on forms specified by the Superintendent, must be submitted not later than five (5) days after the employee returns from this absence. Tax exempt forms must be used for expenses to be paid by the District and all claims for reimbursement must be itemized on the school's claim form with applicable receipts attached.

10. PROMOTIONS

- 10.1 Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other civil service procedures shall be pursuant to the Civil Service Law.

11. VACANCIES AND NEW POSITIONS

- 11.1 Whenever any new position or vacancy shall occur in the North Collins Central School System, such vacancy or position shall be announced by providing for appropriate posting in the main offices of each building. The posted announcement shall clearly set forth a description of the qualifications for the position, including salary, and the procedure for interview of applicants. Such announcement of vacancy shall be posted for at least ten (10) work days prior to the last day on which applicants will be accepted.
- 11.2 To the greatest degree practicable, it is the mutual intent of the parties hereto that promotions shall be made first available to employees of the North Collins Central School System. However, should there be an applicant from the outside who is more qualified than applicants from within, an explanation should be given as to why the outside applicant was hired to fill the vacancy.

12. MISCELLANEOUS PROVISIONS

12.1 CONTRACT TERMS

- 12.11 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAWS OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS APPROVAL.
- 12.12 The Head Custodian and Transportation Supervisor shall maintain a daily record of attendance and punctuality of each employee under their direction.
- 12.13 An employee in a competitive class position shall be granted an additional \$1.25 per hour in addition to his/her present salary when his/her supervisor is absent. An employee so appointed by the Superintendent/Business Manager will be expected to complete his/her normal duties in addition to the additional duties of his/her supervisor within their regularly scheduled work day. Retroactive to tentative agreement of Section 12.13 on August 5, 2004.
- 12.14 Any time an employee is required to report for an instructional course outside their regular work hours, they shall receive their regular hourly rate of pay.
- 12.15 The President of the C.S.E.A. Unit will be notified when major changes in work schedules, policies, and job descriptions are instituted.
- 12.16 In the event of any reduction in full-time employees, a seniority roster shall be maintained and personnel lay-offs shall be accomplished via the inverse seniority method within the department.
- 12.17 In the case of a defeated budget, all personnel covered by this contract will receive salary increases as agreed upon in this contract when it has been legally determined that it is permissible to do so.
- 12.18 Within one week after the effective date of the contract, the President of the C.S.E.A. shall notify each administrator, in writing, of all officers, grievance committee members, building representatives or other representatives of the C.S.E.A. Unit; and, if any changes occur subsequent to this time, all administrators will be notified of these changes, in writing, no later than ten (10) days after these changes are made.

12.2 BUS DRIVERS

- 12.20 It is understood that clean up time, pre and post trip inspections, totaling forty five (45) minutes, is included in computing number of hours driven by bus drivers as a basis for their contracted salary.
- 12.21 Bus drivers will be engaged on a contract basis and paid an annual 10-month salary based upon the bus route *that is chosen by the driver according to seniority*. If school is closed during the school year for five (5) days or less, no adjustment will be made in the annual contract amount. If school is closed during the school year for more than five (5) days, an adjustment will be made in the annual contract amount at the rate of 1/190 of the annual contracted salary for each day over five (5) days that school is closed. Bus drivers will be paid the result of 1/190 of their annual salary divided by the normal hours in their contracted workday for each hour of service not contracted. Regular part-time or permanent part-time bus drivers will be paid an hourly rate as scheduled in Appendix "A".

If, because of days lost due to inclement weather or emergency closing, instructional days are scheduled during Christmas recess and/or Easter recess and/or other non-instructional calendar days and transportation of students is necessary, bus drivers shall make their regularly scheduled daily runs without additional compensation to their annual salary.

12.22 Employees shall have the following rights in regard to personnel files:

- a. Right to review personnel files.
- b. Right to rebut derogatory articles in personnel files. Rebuttal to be part of the file.

12.23 Bus drivers shall have a rotation wheel for extra work/special trips exclusive of Section 3.11 *effective upon signing of this contract*. The wheel shall work as follows:

- A. All trips shall be posted on the previous *Wednesday* of any given week.
- B. According to seniority on a rotational basis, a driver may select any trip he/she desires on any given day during that week. If the driver chooses not to select, they will be bypassed and the rotation shall continue until all trips are satisfied. It is understood that the rotation for the following week shall begin where it was left off on the previous week.
- C. All trips, regardless of length, must be posted on the wheel. In the event a trip lasts less than three (3) hours, the driver of that trip shall be placed back at the top of the wheel and remain there until the hours worked on extra trips exceeds three (3) hours.
- D. In the event of cancellation of an extra trip, that driver's name shall then be placed at the top of the wheel and shall have priority bidding the next available trip.
- E. When a driver cancels out of a trip, that trip will be put up for bid by seniority in compliance with the rotation wheel. If a driver cancels three (3) consecutive times, his name will be removed from the wheel for a length of thirty (30) days beginning from the date of the cancellation. Upon returning to the wheel, that driver will then take his previous place in the order of seniority.
- F. If a trip comes up during any period that a regular full-time driver is not driving their regularly scheduled contracted run, the trip must be put on the rotation wheel. If no regular full-time driver accepts the trip, it may then be given to a regular part-time driver or a substitute driver.

- 12.24 The fall two (2) hour refresher course will be attended by each driver and compensated by the district at their hourly rate. The spring two (2) hour refresher course given each semester will be attended by each driver and be considered within the scope of their contracted assignment.

12.3 TRAVEL ALLOWANCES

- 12.31 Employees required to travel between district school buildings will be reimbursed a rate per mile as determined by the Board of Education.

12.4 HEAD BUS DRIVER

- 12.41 The following describes the amount of time worked by the Head Bus Driver:

- 11-Month position (based on 220 days)
- One (1) Sick Day per month plus the balance of section 8.15(1)
- Personal Leave days – 2
- Days off to be agreed to by Business Manager or Superintendent.

13. PRIVILEGES OF THE ASSOCIATION

13.1 THE ASSOCIATION MAY USE:

- 13.11 School buildings for association meetings when approved by the Board of Education, provided that such meetings do not interfere with the normal operations of the school and shall not occur during normal school hours.
- 13.12 Association meetings shall be arranged through the Office of the Superintendent.
- 13.13 Association meeting dates will be arranged by the President of the Association and the Superintendent. The Superintendent may approve any subsequent request for changes in dates, times, or places to be used.
- 13.14 The Association will have the right to place notices and circulars, which have had prior approval of the Superintendent, on bulletin boards in the employee lounges and in mail boxes – limited to not more than one-half the available space therein or thereon. Any material of political nature which endorses or opposes a political candidate for public office may not be posted or distributed.
- 13.15 Elected officers of the Association will be held responsible for the posting and distribution of Association materials.

14. BOARD MINUTES

- 14.1 A copy of the minutes of all school board meetings shall be forwarded to the C.S.E.A. Unit President for posting in an area readily accessible to all employees of this unit.

15. GRIEVANCES

15.1 GENERAL

15.11 The purpose of this grievance procedure shall be to afford employees an adequate opportunity to dispose of their differences and to settle equitably and informally, if possible, at the lowest possible level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this contract.

15.12 The following definitions shall apply to Article 15 of this contract:

- (1) "Immediate Supervisor" refers to the Department Head.
- (2) "Superintendent" shall mean the Superintendent of the North Collins Central School District.
- (3) "Association Committee" shall refer to the C.S.E.A., Inc., Local 1000, AFSCME, AFL, CIO, North Collins Central School Unit of Local 868.
- (4) "School Day" – a day when teachers are scheduled to be in school except that during the summer recess, it shall mean any calendar day except Saturday, Sunday, Independence, or Labor Day.
- (5) "Informal Presentation" shall mean an oral statement by the employee and/or the Grievance Committee representative to the immediate supervisor. It must be clearly stated that this is an informal discussion of a grievance.
- (6) "Formal Presentation" shall mean a signed written statement by the employee of his grievance. The statement shall set forth the alleged facts upon which the grievance is based and the particular provisions of this Contract claimed to have been violated, misapplied, or misinterpreted.
- (7) "Grievant" shall mean an aggrieved member of the negotiating unit; however, if the grievance involves all or a majority of members of the negotiating unit in a department or building, "grievant" shall mean the Association.
- (8) "Grievance" is a claimed violation, misinterpretation, or misapplication of a provision of this agreement.

15.13 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

15.14 At Levels I, II, and III, only those persons and parties shall participate in meetings on grievances as are specifically referred to in the provisions of Section 15.2 "Grievance Procedure". At Levels IV and V, the Association and the District may each be represented by a duly authorized representative.

15.15 The time limits set forth in Section 15.2 "Grievance Procedure" must be strictly adhered to by the parties and the employees. However, the District and the Association may mutually agree in writing to modify any such time limit and consent to a modification must not be withheld unreasonably or by either party.

15.2 GRIEVANCE PROCEDURE

15.21 Level I – Informal Presentation to Supervisors

A grievant presenting a grievance must initiate this procedure within twenty (20) school days of the date of the incident by the following steps:

- (1) The grievant must approach his immediate supervisor and request a meeting, clearly stating that this meeting concerns an alleged grievance.
- (2) The meeting will take place within five (5) school days from the time of the request. The grievant may not be compelled to discuss the grievance prior to any scheduled meeting.
- (3) The grievant will discuss the grievance with his immediate supervisor.
- (4) After the meeting, the immediate supervisor will issue a verbal decision within two (2) school days.

15.22 Level II – Formal Presentation to Immediate supervisor

If the grievance is not resolved at Level I, a formal written presentation shall be made to the immediate supervisor within five (5) school days from date of meeting described in Section 15.21 (2) of this contract. Within five (5) school days after receipt of the written grievance, the supervisor shall render a written decision thereon in writing and present it to the grievant and the Chairman of the Association Committee.

15.23 Level III – Superintendent

- (1) If the grievant and the Association Committee are not satisfied with the written decision at the conclusion of Level II and wish to proceed further under this grievance procedure, within five (5) school days following the receipt of decision, the grievant and the Association Committee shall file the grievance and a copy of the written decision at Level II with the Office of the Superintendent.
- (2) Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a meeting with the grievant and the Association Committee.
- (3) The superintendent shall render a decision in writing to the grievant and the Association Committee within five (5) days after the conclusion of the meeting.

15.24 Level IV – Board of Education

- (1) If the grievant and the Association Committee are not satisfied with the decision at Level III, the grievant and the Association Committee will file an appeal in writing with the Board within five (5) school days after receiving the decision at Level III. The written grievances and the written decisions at Level II and III shall be available for use by the Board and the grievant or the Association Committee.
- (2) The board shall hold a special meeting in executive session on the grievance with the grievant, the Association Committee, and the Superintendent, within twenty (20) school days after receipt of the written appeal.

- (3) Within ten (10) school days after the conclusion of the meeting, the Board shall reply in writing on the grievance to the grievant, Superintendent, and the Association Committee.

15.25 Level V – Arbitration

- (1) After such meeting, if the grievant and the Association Committee are not satisfied with the decision at Level IV, and the Association Committee determines that the grievance is meritorious and that appealing it is in the best interest of the grievant, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Level IV.
- (2) Upon receipt of such written notice, the Superintendent and the Chairman of the Association Committee shall jointly send a letter to the American Arbitration Association (“AAA”) which:
 - (a) Requests arbitration of one specifically identified grievance, and
 - (b) Requests the “AAA” to send to each party a list of ten (10) names of arbitrators.

Each party, not later than the tenth school day after receipt of its copy of the list, must mail its copy to the “AAA” with any names numbered in order to show the party’s preference. The “AAA” shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the “AAA” determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the “AAA” determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

- (3) The decision of the arbitrator, which shall be rendered to the Board, the Superintendent, and the Association Committee, shall be binding on the grievant and all other parties.
- (4) All the expenses of the arbitrator, including per diem costs, shall be paid jointly and equally by the District and the Association.

16.1 A Labor Management Committee consisting of three (3) union representatives designated by the Union President and three (3) management representatives, one being a Board Member is established. Meetings will take place as necessary. Either the superintendent or the unit president may schedule a meeting.

APPENDIX A

Year 2004-2005	1.01									
POSITION	I	II	III	IV	V	VI	VII	VIII	IX	X
Clerk Typist	21,808	22,570	23,332	24,098	24,860	25,625	26,388	27,415	28,306	29,126
Senior Clerk Typist	23,423	24,256	25,082	25,928	26,764	27,595	28,429	29,558	30,696	31,515
Clerk Stenographer	23,423	24,256	25,082	25,928	26,764	27,595	28,429	29,558	30,696	31,515
Senior Clerk Stenographer	26,271	27,223	28,181	29,141	30,101	31,050	32,010	33,308	34,495	35,315
Account Clerk	26,271	27,223	28,181	29,141	30,101	31,050	32,010	33,308	34,495	35,315
Payroll Clerk	26,374	27,324	28,283	29,244	30,203	31,152	32,112	33,411	34,598	35,417
Senior Account Clerk	26,475	27,428	28,384	29,350	30,307	31,261	32,217	33,514	34,705	35,524
Registered Professional Nurse	23,177	23,860	24,572	25,277	25,745	26,735	27,721	28,702	29,696	30,515
Custodians (2080 Hours)<01/01/05	25,473	26,425	27,384	28,314	29,306	35,154	35,969	37,547	38,954	39,773
Custodians (2080 Hours)>01/01/05	25,473	26,425	27,384	28,314	29,306	30,332	31,394	32,493	33,630	34,807
Head Custodian (2080 hours)	34,747	36,138	37,539	38,933	40,333	41,742	43,284	45,443	47,600	48,421
Laborer (2080 hours)	22,482	22,901	23,326	23,749	24,596	25,442	26,298	27,143	27,989	28,809
Cleaner (hourly)	8.78	9.00	9.22	10.42	10.68	10.94	11.16	11.42	11.82	12.22
Dining Room Monitor (hourly)	9.17	9.40	9.66	9.89	10.18	10.42	10.65	10.91	11.30	11.72
Messenger	9.17	9.40	9.66	9.89	10.12	10.34	10.56	10.79	12.54	12.95
Head Bus Driver	19.31	20.07	20.87	21.57	22.36	23.19	24.18	24.93	25.32	26.07
Bus Driver	13.55	14.31	15.07	15.87	16.57	17.36	18.19	19.18	19.92	20.32
Teacher Aide	9.42	10.20	10.46	10.69	10.90	11.11	11.34	11.69	12.07	12.47
Bus Aide	9.42	10.20	10.46	10.69	10.90	11.11	11.34	11.69	12.07	12.47
Microcomputer Tech Spt Spec	19.44	20.52	21.61	22.13	22.66	23.20	23.76	24.33	24.92	25.51
Computer Spt Asst.	13.81	14.55	15.14	15.50	15.87	16.25	16.65	17.04	17.45	17.87

APPENDIX A

Year 2005-2006	1.0115									
POSITION	I	II	III	IV	V	VI	VII	VIII	IX	X
Clerk Typist	22,059	22,830	23,600	24,375	25,146	25,920	26,691	27,730	28,632	29,461
Senior Clerk Typist	23,692	24,535	25,370	26,226	27,072	27,912	28,756	29,898	31,049	31,877
Clerk Stenographer	23,692	24,535	25,370	26,226	27,072	27,912	28,756	29,898	31,049	31,877
Senior Clerk Stenographer	26,573	27,536	28,505	29,476	30,447	31,407	32,378	33,691	34,892	35,721
Account Clerk	26,573	27,536	28,505	29,476	30,447	31,407	32,378	33,691	34,892	35,721
Payroll Clerk	26,677	27,638	28,608	29,580	30,550	31,510	32,481	33,795	34,996	35,824
Senior Account Clerk	26,779	27,743	28,710	29,688	30,656	31,621	32,587	33,899	35,104	35,933
Registered Professional Nurse	23,444	24,134	24,855	25,568	26,041	27,042	28,040	29,032	30,038	30,866
Custodians (2080 Hours)<01/01/05	25,766	26,729	27,699	28,640	29,643	35,558	36,383	37,979	39,402	40,230
Custodians (2080 Hours)>01/01/05	25,766	26,729	27,699	28,640	29,643	30,681	31,755	32,867	34,017	35,207
Head Custodian (2080 hours)	35,147	36,554	37,971	39,381	40,797	42,222	43,782	45,966	48,147	48,978
Laborer (2080 hours)	22,741	23,164	23,594	24,022	24,879	25,735	26,600	27,455	28,311	29,140
Cleaner (hourly)	8.88	9.10	9.33	10.54	10.80	11.07	11.29	11.55	11.96	12.36
Dining Room Monitor (hourly)	9.28	9.51	9.77	10.00	10.30	10.54	10.77	11.04	11.43	11.85
Messenger	9.28	9.51	9.77	10.00	10.24	10.46	10.68	10.91	12.68	13.10
Head Bus Driver	19.53	20.30	21.11	21.82	22.62	23.46	24.46	25.22	25.61	26.37
Bus Driver	13.71	14.47	15.24	16.05	16.76	17.56	18.40	19.40	20.15	20.55
Teacher Aide	9.53	10.32	10.58	10.81	11.03	11.24	11.47	11.82	12.21	12.61
Bus Aide	9.53	10.32	10.58	10.81	11.03	11.24	11.47	11.82	12.21	12.61
Microcomputer Tech Spt Spec	19.66	20.76	21.86	22.38	22.92	23.47	24.03	24.61	25.21	25.80
Computer Spt Asst.	13.97	14.72	15.31	15.68	16.05	16.44	16.84	17.24	17.65	18.08

APPENDIX A

Year 2006-2007	1.0125									
POSITION	I	II	III	IV	V	VI	VII	VIII	IX	X
Clerk Typist	22,335	23,115	23,895	24,680	25,460	26,244	27,025	28,077	28,990	29,829
Senior Clerk Typist	23,988	24,842	25,687	26,554	27,410	28,261	29,115	30,272	31,437	32,275
Clerk Stenographer	23,988	24,842	25,687	26,554	27,410	28,261	29,115	30,272	31,437	32,275
Senior Clerk Stenographer	26,905	27,880	28,861	29,844	30,828	31,800	32,783	34,112	35,328	36,168
Account Clerk	26,905	27,880	28,861	29,844	30,828	31,800	32,783	34,112	35,328	36,168
Payroll Clerk	27,010	27,893	28,966	29,950	30,932	31,904	32,887	34,217	35,433	36,272
Senior Account Clerk	27,114	28,090	29,069	30,059	31,039	32,016	32,994	34,323	35,543	36,382
Registered Professional Nurse	23,737	24,436	25,166	25,888	26,367	27,380	28,391	29,395	30,413	31,252
Custodians (2080 Hours)<01/01/05	26,088	27,063	28,045	28,998	30,014	36,002	36,838	38,454	39,895	40,733
Custodians (2080 Hours)>01/01/05	26,088	27,063	28,045	28,998	30,014	31,065	32,152	33,278	34,442	35,647
Head Custodian (2080 hours)	35,586	37,011	38,446	39,873	41,307	42,750	44,329	46,541	48,749	49,590
Laborer (2080 hours)	23,025	23,454	23,889	24,322	25,190	26,057	26,933	27,798	28,665	29,504
Cleaner (hourly)	8.99	9.21	9.45	10.67	10.94	11.21	11.43	11.69	12.11	12.51
Dining Room Monitor (hourly)	9.40	9.63	9.89	10.13	10.43	10.67	10.90	11.18	11.57	12.00
Messenger	9.40	9.63	9.89	10.13	10.37	10.59	10.81	11.05	12.84	13.26
Head Bus Driver	19.77	20.55	21.37	22.09	22.90	23.75	24.77	25.54	25.93	26.70
Bus Driver	13.88	14.65	15.43	16.25	16.97	17.78	18.63	19.64	20.40	20.81
Teacher Aide	9.65	10.45	10.71	10.95	11.17	11.38	11.61	11.97	12.36	12.77
Bus Aide	9.65	10.45	10.71	10.95	11.17	11.38	11.61	11.97	12.36	12.77
Microcomputer Tech Spt Spec	19.91	21.02	22.13	22.66	23.21	23.76	24.33	24.92	25.53	26.12
Computer Spt Asst.	14.14	14.90	15.50	15.88	16.25	16.65	17.05	17.46	17.87	18.31

SICK LEAVE BANK PARTICIPATION FORM

I _____ DESIRE TO PARTICIPATE IN THE SICK LEAVE
(Print Name)
BANK PROGRAM AND AUTHORIZE THE BUSINESS OFFICE TO DEDUCT FROM MY
ACCUMULATED SICK LEAVE THE DAY(S) SO REQUIRED BY MY MEMBERSHIP
AND DEPOSIT THEM IN THE NORTH COLLINS CENTRAL SCHOOL/CSEA SICK
LEAVE BANK.

NOTE: Section 8.19 of the C.S.E.A. Contract

Signature

Date

OR

I _____ do **not** desire to participate in the Sick Leave Bank
(Print Name)
Program. I fully understand that this is a one time offering and current Sick Leave Bank wording
prohibits me from joining at a later date.

Signature

Date

FINAL YEAR INCREMENT

The District shall grant full-time employees an option to apply for an added, one time only, retirement increment if they meet all the following conditions:

1. Attained the age of fifty-four (54).
2. Has fifteen (15) or more years of continuous service in the North Collins Central School District.
3. Submits a written request and resignation at least six (6) months prior to the resignation date.

Upon receipt of the employee's request and resignation, the Board of Education shall promptly act upon and accept the resignation effective at the completion of the final six (6) months of service, provided, however, no charges are being filed under Section 75 of the Civil Service Law.

During the final six (6) months of service, the full-time employee shall be paid his or her normal contracted salary. An increment of ten percent (10%) of his or her annual contract salary (annual contract salary shall include base salary plus longevity) shall be paid to the retiring employee on the last pay period of his/her active employment. The final year's total salary increase shall not exceed twenty percent (20%) of the previous year's salary.

If the increment crosses two (2) school years, the increase will be pro-rated to the appropriate salary schedule of the two school years.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be signed in their respective names by their respected representatives hereto duly authorized.

SIGNATURE PAGE

Ronald M Schmitt 12-14-04
 Ronald Schmitt Date
 Unit President CSEA

Jack Mann 12-14-04
 Jack Mann Date
 Chief Executive Officer

Edith Chmiel 12-14-04
 Edith Chmiel Date

Shannon Gawronski 12-21-04
 Shannon Gawronski Date
 President Board of Education

Mary Ann Miller 12-15-04
 Mary Ann Miller Date

Kevin Hornberger 12-14-04
 Kevin Hornberger Date

Michelle Filer 12-20-04
 Michelle Filer Date

Deborah Gronachan 12-15-04
 Deborah Gronachan Date

Roger Sherrie 12/13/04
 Roger Sherrie Date
 Regional Director

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CSEA/Admin Negotiations

6.

Language in this tentative agreement is the result of negotiations between the North Collins CSEA and District Administration. It is recommended for adoption with final approval pending CSEA and BOE ratification.

SIGNATURE PAGE

Ronald M Schmitt 12-14-04
Ronald Schmitt Date
Unit President CSEA

Edith Chmiel 12-14-04
Edith Chmiel Date

Mary Ann Miller 12-15-04
Mary Ann Miller Date

Kevin Hornberger 12-14-04
Kevin Hornberger Date

Michelle Filer 12-20-04
Michelle Filer Date

Deborah Gronachan 12-15-04
Deborah Gronachan Date

Roger Sherrie 12/13/04
Roger Sherrie Date
Regional Director

Jack Mann 12-14-04
Jack Mann Date
Chief Executive Officer

Shannon Gawronski 12-21-04
Shannon Gawronski Date
President Board of Education