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

**Title: Colton-Pierrepont Central School District and Civil Service Employees' Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000, Colton-Pierrepont Central School Unit (Non-Teaching) (2001)**

**Employer Name: Colton-Pierrepont Central School District**

**Union: Civil Service Employees' Association, Inc. (CSEA), AFSCME, AFL-CIO**

**Local: 1000, Colton-Pierrepont Central School Unit (Non-Teaching)**

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

**Expiration Date: 06/30/05**

**Number of Pages: 20**

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**AGREEMENT**  
**BETWEEN**  
**COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND**  
**COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT**  
**UNIT**  
**CSEA LOCAL 1000, AFSCME, AFL-CIO**  
**OF THE**  
**CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.**

2001-2002  
2002-2003  
2003-2004  
2004-2005

**RECEIVED**

DEC 15 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## Table of Contents

Article I	Recognition.....	1
Article II	Management Rights.....	2
Article III	Salary.....	2
Article IV	Working Conditions.....	3
Article V	Holidays.....	8
Article VI	Vacations.....	8
Article VII	Sick Leave.....	9
Article VIII	Leaves.....	11
Article IX	Health Insurance Plans.....	12
Article X	Retirement.....	13
Article XI	Seniority.....	13
Article XII	Reciprocal Rights.....	14
Article XIII	Savings Clause.....	15
Article XIV	Printing and Distribution.....	15
Article XV	Joint Labor-Management Committee.....	15
Article XVI	Grievance Procedure.....	15

## ARTICLE I - RECOGNITION

### Section 1 - Collective Bargaining Unit

The Board of Education has hereby recognized the Colton-Pierrepont Central School Unit, CSEA, Local 1000, AFSCME, AFL/CIO as the sole and exclusive bargaining agent for all Colton-Pierrepont Central School supporting services staff employees, pursuant to resolution acted upon by the Board at a regular meeting on December 14, 1970.

The Board further agrees that all non-teaching positions will be in the bargaining unit; should the Board or the Association disagree on the inclusion of titles, such dispute will be referred to an arbitrator as outlined in the grievance procedure. Said decision will be binding upon the parties.

The Superintendent of Buildings and Grounds, Cafeteria Manager, Assistant to the Superintendent for Business Management, Board of Education Stenographer/District Office Secretary, Secretary to Junior-Senior High School Principal and Secretary to the Elementary Principal shall be excluded from the bargaining unit.

### Section 2

The Board shall deduct from the wages of employees and remit to the CSEA, Inc., regular membership dues for those employees who signed authorizations permitting such payroll deductions, in the manner and form approved by the Association.

### Section 3 - Agency Fee

CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit represented by this Agreement, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA. The Superintendent of Colton-Pierrepont Central School shall make such deductions and transmit the sum so deducted to CSEA in the same manner as done for CSEA members. CSEA hereby accepts total financial responsibility for any and all litigation against the District arising out of the District's implementation of the above responsibility for agency fee deductions from non-members of CSEA.

### Section 4

The Employer agrees to furnish the CSEA with a complete listing of the names, home addresses, anniversary dates of employment and job titles of all employees in the unit on a yearly basis, and in addition provide on a quarterly basis the same

information for new employees who are promoted or transferred, and a list of all employees terminated.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **Section 1**

Except as expressly limited by this Agreement, all of the authority, rights and responsibilities possessed by the Board of Education are retained by it, including, but not limited to, the right to determine mission, purpose, objectives and policies of Colton-Pierrepont Central School District; to determine the facilities, methods, means and number of personnel required for conduct of the education program within Colton-Pierrepont School System; to administer their merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify any; to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and with the provisions of the Agreement.

### **Section 2**

The Colton-Pierrepont Central School Unit of the Civil Service Employees Association, Inc., shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

### **Section 3**

The unit of CSEA shall exert its best efforts to prevent and terminate any strike.

## **ARTICLE III - SALARY**

### **Section 1**

There will be a four (4) year contract effective upon signing; however, base wages will be retroactive to July 1, 2001 (other rates, such as, extra runs and shift differentials are not retroactive). Base wage increases are as follows:

Effective July 1, 2001 - 3.5%  
Effective July 1, 2002 - 3.5%  
Effective July 1, 2003 - 3.75%  
Effective July 1, 2004 - 3.75%

Head night maintenance custodian compensation for supervisory duties - \$600.

Entry level employees will be paid as follows:

Food Service Worker	\$10,196
Night Custodian	20,091
Driver/Custodian	20,984
Driver/Mechanic Helper	20,542
Driver/Head Mechanic	22,581
Regular Driver	8,021
Aide	10,196
Hourly Cafeteria Worker	6.15/hr.
Hourly Bus Monitor	7.09/hr.
Part-time Cleaner	7.14/hr.

Salaries for unit members changing positions will be the result of agreements between the Superintendent and CSEA.

## Section 2

All ten (10) month employees will be compensated at regular rates if called in during the summer.

## Section 3 - Clothing Allowance

A clothing allowance in the amount of \$150.00 per year will be provided to the Bus Driver/Mechanic and the Bus Driver/Mechanic Helper.

A clothing allowance in the amount of \$50.00 per year will be provided to cafeteria and custodial workers who work 20 or more hours per week.

Employees who are entitled to clothing allowances must provide to the District receipts showing clothing purchases.

## **ARTICLE IV - WORKING CONDITIONS**

### Bus Drivers

#### Section 1

Extra runs, hourly rate: \$11.50 (effective July 1, 2003 - \$12.00)

Runs will be paid from the start of the trip, plus 15 minutes, to the end of the trip. All employed drivers will be given an equal opportunity to drive extra runs. If a driver(s) shows up and the run is cancelled, the driver shall be paid for one and one-

half (1 1/2) hours. If the driver fails to show up for the run as scheduled, he/she loses his/her extra driving privilege for thirty (30) school days.

## Section 2

Meal allowance will be \$10.00.

## Section 3

The assignment of all driving, regular, and "extra", shall be consistent with the needs of the District and its pupils. Consideration will be given to seniority whenever possible and/or practical; however, the District reserves the right to assign, transfer, or reschedule all runs in a manner conducive to the effective and efficient operation of its mission. Once assigned to a regular run, a driver will not be changed during the course of the year except under extenuating circumstances in which case the driver will be consulted prior to the change taking place.

## Section 4

Regular drivers (ten-month employees) will be paid for hours beyond their regular work day at a rate equivalent to their current extra run rate. However, hours spent in State required refresher courses will be considered part of the regular workday.

## Section 5

A regular run is "a bus run where the driver is salaried." An extra run is "any bus run outside of a salaried driver's responsibility."

## Custodians

### Section 1

Custodial employees shall work a normal day of 7:00 – 3:00 while school is in session and on holidays and recesses. Employees who are required to work other than a normal workday in the custodial department shall receive a shift differential in addition to their base salary, as follows:

3:00 p.m. to 11:00 p.m. shift - \$.30 per hour

11:00 p.m. to 7:00 a.m. shift - \$.40 per hour

For the purpose of shift differential, the custodial driver hired to work from 2:30 p.m. - 10:30 p.m. shall be considered as working the 3:00 p.m. - 11:00 p.m. shift.

## Section 2

Overtime pay computed on the basis of 2080 working hours; overtime pay to be adjusted on pay period following period earned.

## Section 3

Eight (8) hours per day, forty (40) hours per week, time and one-half (1 ½) for anything over eight (8) hours per day.

## Section 4

All custodians will be permitted two (2) fifteen (15) minute breaks per shift and a one-half (1/2 hour lunch break.

## Mechanics

### Section 1

Eight (8) hours per day, forty (40) hour work week, time and one-half (1 ½) for anything over eight (8) hours per day.

### Section 2

Mechanics will have one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

## Cafeteria Workers

### Section 1

Cafeteria workers will report for work at 7:15 a.m. and remain until 2:30 p.m. Any work beyond regular hours not connected with normal responsibilities dealing with the school lunch program such as banquets shall be paid for on an hourly basis at the regular rate. Work required beyond forty (40) hours per week shall be at the overtime rate.

### Section 2

All cafeteria workers shall receive a fifteen (15) minute break in the morning. Any cafeteria worker who works an eight (8) hour day shall receive a paid lunch break and a paid fifteen (15) minute afternoon break.



## Aides

### Section 1

All aides will work every school day from 7:30 a.m. to 3:30 p.m. or 8:00 a.m. to 4:00 p.m. The schedule will be set at the beginning of the year and will include one-half (1/2) hour paid lunch and two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon.

### Section 2

Aides shall not be required to report for work on snow emergency days unless requested by supervisor, travel conditions permitting.

### Section 3

The language of Section 1 of the Agreement between the parties regarding teacher aides shall not be interpreted in such a manner as to prohibit the District from hiring an aide or aides for a work day of less than eight (8) hours.

## All Employees

### Section 1

Unit members are not to leave the building or school grounds during the workday without permission of their supervisor.

### Section 2 - Emergency Close

In the event it becomes necessary to close school for inclement weather or emergency, the following procedures shall prevail:

- a. Non-essential personnel will be permitted to leave as soon as possible consistent with their duties. They will be paid for the balance of their normal working day or shift.
- b. Subsequent shifts will be expected to report for work at their regular time unless notified otherwise.
- c. Any employee not notified in a timely fashion of an emergency school closing and who arrives for work, shall be guaranteed a minimum of two (2) hours pay.

### Section 3

At the time of employment each employee shall be given a list of duties that she/he is expected to perform. The President of the CSEA should also receive a copy of each employee's duties.

### Section 4

All new ten (10) or twelve (12) month employees will be on a one year probationary period; after one year they will be considered regular employees. Before any regular employee (ten or twelve month) may be discharged or suspended, she/he shall be given a hearing before the Board with a representative of the employee's choice present. If the employee is dissatisfied with the finding of the board, she/he shall then have recourse to the grievance procedure as attached to this contract.

### Section 5

Before an employee (ten or twelve month) is dismissed for reason of cutback, job abolishment or any other form of attrition, she/he will be given preference for placement in existing jobs for which she/he is qualified. Said abolishment will be done in accordance with law and other sections of this contract.

### Section 6

Before making any changes in the work schedule for any full-time employees, the Administration agrees to notify the employees involved and discuss proposed changes with them.

### Section 7

Any employee assigned to work out-of-title in a higher paid classification within the bargaining unit for a period of four continuous hours on the same day will be paid at the rate of the higher classification.

### Section 8

Employees certified or licensed to work with hazardous materials (asbestos, etc.) will be paid at the rate of time and one-half when assigned to work with these materials.

### Section 9

Whenever a member of this CSEA bargaining unit represents this unit and works in that capacity on CPCS Improvement Teams during the member's regular

working hours, he or she will be compensated for CPCS School Improvement Team work at his or her regular rate of pay.

## **ARTICLE V - HOLIDAYS**

### **Section 1**

Twelve (12) month employees shall receive thirteen and one-half (13 1/2) paid holidays per year. Ten (10) month employees shall receive holidays observed during time school is in session. Any employee having to work on a holiday, out of necessity due to work load, shall receive double pay or a day in lieu thereof.

### **Section 2**

Holidays to be observed as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 (Independence Day), Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, day before Christmas, Christmas, Good Friday, or Yom Kippur. All employees shall receive half (1/2) day the day before New Year's Day.

### **Section 3**

If a holiday falls on Saturday or Sunday, twelve (12) month employees shall receive, at the District's discretion, a day's pay or an additional day off during the year. Shift workers who are scheduled to work on a Saturday or Sunday on which a holiday falls will receive that day off only.

## **ARTICLE VI - VACATIONS**

### **Section 1**

All twelve (12) month employees shall receive vacation as follows:

One (1) week after one (1) full year of employment.

Two (2) weeks after two (2) full years of employment.

Three (3) weeks after five (5) full years of employment.

Four (4) weeks after fifteen (15) full years of employment.

After 20 full years of employment – one additional day per year to a maximum of 25 total vacation days.

The earned vacation day is equivalent to the worker's regular work day.

A regular employee moving from ten (10) months to twelve (12) months employment shall receive vacation credit on the basis of two (2) years of ten (10) month service equal to one (1) full year of twelve (12) month employment.

## Section 2

Requests for vacation time must be made thirty days in advance (sixty days if the request is for July or August). Requests are subject to the approval of the Superintendent.

## Section 3

When a holiday falls in a vacation period, an additional day off shall be granted. No employee will be permitted to use more than allotted vacation.

# ARTICLE VII - SICK LEAVE

## Section 1

Employee shall receive sick time at the rate of fifteen (15) days per year for twelve (12) month employees, and thirteen (13) days per year for ten (10) month employees, accumulative to one hundred and eighty (180) days. Fifteen (15) days of sick time shall be granted twelve month employees commencing in July, thirteen (13) days of sick time shall be granted ten month employees commencing in September. All new employees shall be granted sick time after they have been employed seven (7) days. This sick time shall be prorated for the first year.

Anything beyond three (3) consecutive days of sick time may require a doctor's certificate upon request of the Board of Education. Any unusual or irregular pattern of absence will be brought to the attention of the employee, with a copy of the notice going to the President of CSEA. Employee will be given the opportunity to explain said absence(s). Failure to explain satisfactorily may result in a request for a doctor's certification of illness.

## Section 2 - CSEA Sick Leave Bank

- a) Any member of the CSEA bargaining unit will be eligible to join the sick leave bank.
- b) Upon joining the sick leave bank, each member shall make an initial donation of three (3) sick days. Thereafter, the member shall donate one (1) sick day each year so long as membership in the bank is continuous.
- c) Membership shall be considered continuous unless the member completes a withdrawal form by October 1 of each school year. No days will be returned to the withdrawing member. To rejoin the bank, the applicant will make the initial three (3) day donation.
- d) Unused days in the bank at the conclusion of each school year will remain in the bank for the next year.
- e) Any member withdrawing from the bank because of retirement, resignation, or any other reason will not be eligible to withdraw days donated. These days will remain in the bank.
- f) The CSEA will provide the District with a list of the members of the sick leave bank.
- g) A sick leave bank committee of three bank members, appointed by the CSEA President, shall administer the bank.
  - 1) When it becomes apparent that illness or injury of a member will result in the exhaustion of his/her own sick leave, the member will apply in writing to the sick leave bank committee.
  - 2) Members must exhaust their own sick leave before using any days from the bank.
  - 3) The committee will review the application, determine the eligibility of the member, and render its decision in writing.
  - 4) The committee may, at its discretion, review cases and require submission of appropriate medical data.
  - 5) The decision of this committee shall be final and binding and is not grievable; however, no sick bank days may be granted without the approval of the Superintendent.

- h) The sick leave bank is not available for normal pregnancy, family illness, or family injury.
- i) If at any time the total days in the sick leave bank fall below forty (40), the sick leave bank committee may require members to contribute additional days to replenish the bank.
- j) Anything not specifically covered in this section shall be administered at the discretion of the sick leave bank committee.

### Section 3 - Personal Injury Benefits

When an employee is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, without the act of negligence of the employee, he/she shall be paid full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to his or her annual or accumulated sick time, with the stipulation that payment not exceed twenty-six (26) weeks.

## ARTICLE VIII - LEAVES

### Section 1

A maximum absence of four (4) working days per year, not cumulative, will be approved for personal reasons. Personal leave not used will be credited to accumulated sick leave. Every effort will be made by CSEA to prevent abuse of this provision.

### Section 2 - Bereavement Leave

Death in the immediate family - five (5) days. Three (3) days death leave for other relatives. Employee shall determine what constitutes "immediate family" or "other relative" within the intention of this section. Such determination may be challenged by the Administration subject to the grievance procedure.

### Section 3 - Jury Duty

Time to be granted without loss of pay and not to be considered personal leave time. All monies received for such jury duty to be refunded to the District with the exception of mileage reimbursement.

#### Section 4

An unpaid leave of absence for personal reasons or sickness may be granted at the sole discretion of the Board. Request by the employee is not to exceed one (1) year. It is further stipulated that a person granted a leave of absence shall return to the system at the same salary range. Any time previously accrued shall be credited for the purpose of seniority only.

### ARTICLE IX - HEALTH INSURANCE PLANS

#### Section 1

All employees hired after July 1, 1990 will receive individual health insurance if they work 15 hours to 25 hours per week at no cost to them. These employees will have the option to purchase dependent insurance at their cost. New employees working 25 or more hours per week will receive both individual and dependent coverage at no cost to the employee except where a unit member's spouse is also employed by the District. In that instance, only one spouse shall be eligible for family health insurance coverage. In the event of death, retirement, legal separation, divorce, or other circumstances that would cause the employed spouse not taking family coverage to lose such coverage, the District shall transfer family coverage to said individual immediately upon being notified of the change in status.

#### Section 2

All employees hired before July 1, 1990 will receive both individual and dependent coverage at no cost to them except where a unit member's spouse is also employed by the District. In that instance, only one spouse shall be eligible for family health insurance coverage. In the event of death, retirement, legal separation, divorce, or other circumstances that would cause the employed spouse not taking family coverage to lose such coverage, the District shall transfer family coverage to said individual immediately upon being notified of the change in status.

#### Section 3 - Hospitalization (Retirees)

Share paid by the Board of Education is fifty percent (50%) for employee and dependent. This applies to all retirees with the provision that retirees avail themselves of all available federal or state plans to reduce the liability of Colton-Pierrepoint Central School. If they fail to do so, they jeopardize their eligibility for this coverage from Colton-Pierrepoint Central School.

## **ARTICLE X - RETIREMENT**

### **Section 1**

The District will pay retirement contributions as required by New York State Law.

### **Section 2**

The Board agrees to provide the following improved retirement plan:

Section 75I - "Twenty Year Career Plan" with the following options:

41J and 341J - Application of unused sick leave as additional service credit upon retirement;

41K and 341K - World War II service credit;

60B and 360B - Guaranteed minimum death benefits.

## **ARTICLE XI - SENIORITY**

### **Section 1**

Seniority for the purpose of this contract commences on the first day of employment for ten or twelve month employees. The Administration and the Board agree to a seniority preference list regarding layoffs and recalls to work based upon the individual employee and his/her job classification. Said recall will be based on seniority and qualifications with the department.

### **Section 2**

When an employee terminates his/her employment at Colton-Pierrepont Central School, priority will be given to the members of the unit qualified for the position before the position is offered to outside persons.

### **Section 3 - Posting**

When a job opening occurs, the Board of Education will determine the qualifications in order that an opportunity may be given for the present employees to apply for the position. Jobs will be posted for ten (10) working days.



## ARTICLE XII - RECIPROCAL RIGHTS

### Section 1

The Employer shall recognize the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, benefits, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at any and all meetings of the Board.

### Section 2

The Employer shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or union affiliation.

### Section 3

The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. Officers and agents of the CSEA have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

### Section 4

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted time from their regular duties to fulfill these obligations. (Time used not to be excessive.)

### Section 5

The Administration and the Board agree to permit CSEA representatives to represent any employee(s) before the appropriate body, in any action involving the employee(s) grade allocation. The appropriate body will consist of the Administration, member(s) of the Board of Education and Supervisory Personnel involved.

### Section 6

Any provisions in this contract that through mutual agreement require modification may be renegotiated.

### **ARTICLE XIII - SAVINGS CLAUSE**

Any rights, privileges or benefits already accorded non-teaching personnel of Colton-Pierrepoint Central School shall not be rescinded unless mutually agreed upon by both parties.

### **ARTICLE XIV - PRINTING AND DISTRIBUTION**

The Board agrees to provide each member in the unit with a copy of this contract.

### **ARTICLE XV - JOINT LABOR-MANAGEMENT COMMITTEE**

#### **Section 1**

The Board and the CSEA shall establish a Joint Labor-Management Committee for the purpose of providing communications, discussions, and resolution of problems between the Board and the employees within the bargaining unit.

#### **Section 2**

Labor-Management Committee shall meet as often as necessary.

### **ARTICLE XVI - GRIEVANCE PROCEDURE**

A grievance is an alleged violation of a provision of this Agreement. A grievance shall be deemed waived unless it is submitted within twenty (20) days from when the grievant knew or should have known of the event giving rise to the grievance.

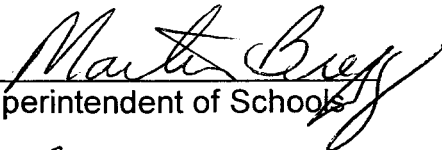
- A) A conference will be held between the aggrieved employee, (with or without a representative of the CSEA) and the immediate supervisor, as soon as practical after the incident but no later than five (5) working days after the request for the conference by the employee.

- B) If still unresolved after Step A, the employee may submit a written statement of his/her grievance and the requested remedy to the Superintendent within five (5) working days of the conference in Step A.
- C) The Superintendent will hold a hearing between the CSEA and the immediate supervisor and render a decision within five (5) school days of the receipt of a written request to do so.
- D) If unresolved at Step C, the CSEA may present the grievance to the Board of Education at its next regularly scheduled meeting.
- E) If unresolved at Step D, the matter may be presented to the New York State Public Employment Relations Board for arbitration within fifteen (15) days after the Board's Step D answer is received by the Association. The decision by the New York State Public Employment Relations Board shall be binding on both parties.

All matters not carried to the next step within the stipulated time limits will be considered resolved.

The Board of Education of Colton-Pierrepont Central School District and the Colton-Pierrepont Central School Unit of the St. Lawrence County Civil Service Employees' Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on terms and conditions of employment not included in this Agreement during the life of this Agreement.

This Agreement shall remain in force and effect until June 30, 2005.

  
Superintendent of Schools

  
Board of Education President

  
Colton-Pierrepont Central School  
Unit, Civil Service Employees'  
Association President

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
COLTON-PIERREPONT CENTRAL SCHOOL**

**Secretaries**

**Regular hours shall be from 7:30 a.m. to 3:30 p.m.**

**Secretaries shall work eight (8) hours per day/forty (40) hours per week, which includes their one-half (1/2) hour lunch break per day, with an increase in pay to compensate for the increase in work hours from thirty-seven and one-half hours (37.5) per week to forty (40) hours per week.**

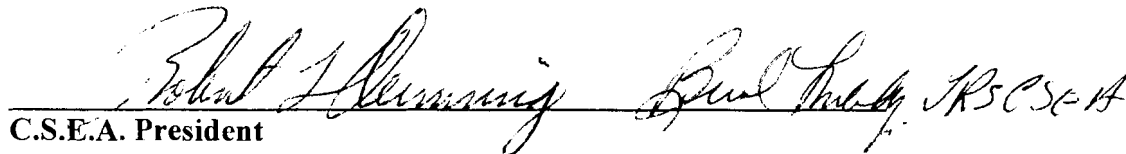
**Any time over forty (40) hours per week will be paid at time and a half (1.5).**

**Reduced and summer hours shall be a Labor/Management issue and agreed upon in the month of May each year in writing. The written agreement will be provided to the secretaries by the first school day of June of that year.**

**Flex time shall be at the discretion of the Superintendent of Schools of Colton-Pierrepont Central School.**



Colton-Pierrepont Central School Board of Education President



C.S.E.A. President

9/1/04  
Date

