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AGREEMENT

by and between the
SUPERINTENDENT

of the
**DELHI CENTRAL SCHOOL
DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Delhi CSD Non-Teaching Unit #6613
Delaware County Local 813

July 1, 2005 - June 30, 2009

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PREAMBLE

It shall be the public policy of the Delhi Central School District and the purpose of this agreement to promote harmonious and cooperative relationships between the Delhi Central School District and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This agreement is made between the Delhi Central School District, hereinafter referred to as the "Employer", and the Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO, Delhi Central School District Non-Teaching Unit.

ARTICLE I RECOGNITION

Section 1. The Delhi Central School District recognizes the Civil Service Employees Association, Inc. AFSCME Local 1000 AFL-CIO, the recognized Union, by Delhi Central School District Unit 6613 as the certified and exclusive representative for collective negotiations under the Taylor Law with respect to wages, hours and all other terms and conditions of employment. In the event of a challenge the District will proceed according to the regulations of PERB and the Taylor Law.

Section 2. The CSEA affirms that it does not continue for the period allowable under Section 208.2 of the Public Employees Fair Employment Act, the right to strike against the Employer, and it shall not cause, instigate, encourage, or condone a strike.

ARTICLE II COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall consist of all employees in the transportation, buildings and grounds and food service units in the Delhi Central School District. As defined by PERB in January 1985. Excluding all supervisory positions including the Supervisor of Buildings and Grounds, the Transportation Supervisor and the Food Service Supervisor.

ARTICLE III UNION CHECK-OFF

The Employer agrees to deduct and remit such monies exclusively for the CSEA as recognized exclusive negotiating agent for employees in this unit. The Employer shall remit to the Civil Service Employees Association, Inc., Capital Station Box 7125, Albany, New York 12224, regular membership dues and union sponsored insurance and benefit program premiums for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions and as recorded by the CSEA monthly deduction register. CSEA dues will be deducted from twelve (12) month employees at the rate of 1/26th in equal payments, not to exceed 26 periods. For ten (10) month employees, the rate shall be 1/21st in equal payments, not to exceed 21 periods.

The Employer, within 30 days after the ratification of this contract, will furnish the CSEA with a complete list of names, home addresses, work locations, and position titles of all employees in the negotiation unit covered by this contract, and will, within 30 days after the end of each pay period, furnish the CSEA with a listing of names, home addresses, work locations and position titles of newly hired and their first date of employment, reinstated, and transferred employees, insurance deductions as well as a list of employees who terminated employment in the negotiating unit.

ARTICLE IV RIGHTS OF THE CSEA

The CSEA shall have the sole and exclusive right to represent all employees in the negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation, statute under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to affect such representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate. CSEA and its designated agents shall have access to members of the bargaining unit during working hours with the permission of the Superintendent to administer this agreement and to explain Civil Service Employees Association sponsored benefits and programs.

ARTICLE V RIGHTS OF THE EMPLOYER

Section 1. Except as otherwise specifically provided in this agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend, and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this agreement.

Section 2. Under the terms of this agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the CSEA. Parties will exchange proposals at the first meeting, CSEA shall submit in writing to the Superintendent, its complete package of proposals at the first meeting, which shall be held on or before February 15th, unless both parties mutually agree to extend the deadline. Failure to meet this deadline will not waive employer's duty to negotiate a new agreement.

Section 3. If negotiation meetings or grievance proceedings between the Board and/or Superintendent and the CSEA are deemed necessary to be scheduled during the school day, by the Superintendent, the representatives of the CSEA will be relieved from regular duties necessary to permit their participation in such meetings on school grounds. Such relief from duty shall not involve any loss of pay. Any employee whose appearance as a witness is

necessary will be accorded the same right. Both parties agree arrangements should be made to avoid all conflict with the school day.

ARTICLE VI RIGHTS OF EMPLOYEES

Section 1. Public Employees shall have the right to form, join, and participate in, or to refrain from forming, joining, or participating in, any employee organization of their own choosing.

Section 2. An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE VII DEFINITIONS

Specific Meanings – The following terms shall have meanings as follows:

1. "School District" shall mean the Delhi Central School District.
2. "Board of Education" or "Board" shall mean the Board of Education of the School District.
3. "Superintendent" shall mean Chief School Administrator of the School District.
4. "School Year" shall mean the period commencing on the first day of July in each year and ending on the thirtieth (30th) day of June.
5. "Full Time Employee" shall mean employees hired on a basis of a 30 or more hour work week for 10 or more months in each year.

ARTICLE VIII WAGES

Section 1:

Effective 7/1/2005 all unit members will receive a 4.0 percent increase in their salary or hourly rate. Any unit member with an hourly rate in the 2004-05 contract year that is below the 2005-06 minimum starting salary found in Schedule A, will have his or her rate increased to the new Schedule A rate and receive an increase on such rate of 3.5% per hour effective July 1, 2005.

Effective [REDACTED] all unit members will receive a [REDACTED] percent increase in their salary or hourly rate.

Effective 7/1/2007 all unit members will receive a 4.0 percent increase in their salary or hourly rate.

Effective 7/1/2008 all unit members will receive a 4.0 percent increase in their salary or hourly rate.

Section 2: Promotions and Reclassifications – Employees who are promoted or reclassified to a title with a higher minimum will have their salary or hourly rate increased to the new title's minimum. If the employee is already paid more than the new title minimum, the following formulas will be used:

Salaried employees will receive their current salary plus 15 percent of the difference between their salary and the minimum of the new title.

Example:

Current Salary	\$10,000
New Title Minimum	7,000
Difference	3,000 x .15 = \$450 raise

Hourly employees will receive their current hourly rate plus 25 percent of the difference between their current rate and the new minimum hourly rate.

Example:

Current Rate	\$10.00 hour
New Title Minimum	8.00 hour
Difference	2.00 hour x .25 = .50 hour raise

In no case will the increase be less than 40% of the difference between the minimum of the employee's current title and the minimum of the new title.

Section 3: Beginning in 1993-1994 ~~bus drivers, cooks and food service helpers~~ will be paid on the basis of a ~~187-day work year~~ with a maximum of 6 days to be paid when school is cancelled.

Section 4: Check Clarification System - A check clarification system will be provided for all employees under additions and deductions.

ARTICLE IX LONGEVITY PAY

Longevity is defined as consecutive years of service in the District, including both full and part time service. For purposes of this benefit, a unit member is defined as Full-time if he or she is regularly assigned to work 30 or more hours per week for 10 or more months per year. For Part-time status, the unit member must be regularly assigned to work between 15 and 30 hours per week for 10 or more months per year. Unit members regularly assigned to work less than 15 hours or less than 10 months per year are not eligible for this benefit.

Longevity increments shall be granted to employees for 10, 15, 20 and 25 years of service to the District. Longevity increments shall be granted the following July 1 to employees who have completed 10, 15, 20 and 25 years of service to the District as of June 30th of any given year.

Longevity is paid in each subsequent year following the completion of 10 years of service with increments in years 15, 20 and 25.

An employee will receive the longevity payment in the last payroll period in June.

<u>Full-Time</u>	<u>Part-Time & Bus Drivers</u>
10 to 14 years – \$300	\$150
15 to 19 years – \$600	\$300
20 to 24 years – \$900	\$450
25 or more years – \$1,200 total	\$600 –total

ARTICLE X OVERTIME

Section 1. All employees shall be paid, as required by law, time and one-half for all hours over eight (8) in a day or 40 hours in a week. Furthermore, no shift will be curtailed because of early call-out. Each employee shall have the right to work the remainder of the regular shift. On a week that has a legal holiday as a vacation day, an additional \$2.65/hr. will be paid for overtime until the 40 hours are reached.

Section 2. Available overtime shall be distributed equitably among qualified non-instructional employees who normally do such work under the supervisor responsible for assigning the overtime involved.

Refusal of overtime shall be treated as overtime worked two times for the purposes of placement on a rotation list, with the understanding that this does allow one excused refusal. This applies only to like positions.

Section 3. ~~Part-time employees shall receive an additional \$2.60 per hour for all hours exceeding the normal school week until a total of 40 hours has been reached.~~

Section 4. ~~Cafeteria workers will receive an additional \$2.70 per hour in excess of regular pay up to 40 hours a week for extra-curricular activities or special events.~~

ARTICLE XI HOLIDAYS

The 15 paid holidays shall run the same as previously enjoyed by employees, taking into consideration the non-teaching school calendar.

Leap Year:

All annualized twelve month employees will select one additional day off during any Leap year. The additional day off must be used between opening day of school and June 30th of the school year within which the Leap Day occurs. Use of such day will not result in additional compensation.

**ARTICLE XII
VACATIONS**

Applicable to 11 and 12-month employees only.

Section 1. In the first year of employment, the employee's vacation is accumulated as follows for the next fiscal year – one day for every month worked up to 10 days.

Section 2. Employees shall receive vacation time as follows:

Year of Service	Weeks of Vacation
1-5	2
6-10	3
1 st of July 1 after 10 years of service	3 or 4*

*Employees eligible for 4 weeks of vacation have a one-time opportunity to receive 4% salary increase based on their previous year's salary to compensate for giving up a week's vacation if they have accumulated a minimum of 70 sick leave days.

Vacation may be used on a yearly calendar of July 1st through June 30th.

Requests for use of vacation will be made to the immediate supervisor and superintendent.

Upon 30 days prior notice, and on only one occasion each work year per department, the Superintendent may designate up to a five workday period as a shut down when all or part of the unit may use vacation leave or take such time as leave without pay.

**ARTICLE XIII
LEAVES OF ABSENCE**

1. Sick Leave (applicable to full-time employees only)

Sick leave will accumulate at the rate of one day per working month during the year, the total of which will be available as earned with full pay for personal illness or illness of immediate family (immediate family will consist of mother, father, brother, sister, husband, wife, or child) with accumulation to 260 days. The Superintendent may at his discretion, advance up to twelve (12) days sick leave in extraordinary circumstances. His discretion is not subject to the grievance procedure. A physician's certificate will be required on request to the administration. Employee is to call in at least one hour prior to work time. Any leave over ten (10) working days at one time, other than due to an employee's personal illness, must have Board of Education approval. Bus drivers may accumulate sick leave at the rate of ten (10) days per year, one (1) day per month, total accumulation allowed to 160 days.

Bus drivers working four or more consecutive weeks during the months of July and August will accrue one (1) additional sick leave day. Drivers employed during the summer may use up to two (2) sick leave days during the months of July and August.

Sick leave use for immediate family purposes will be limited to twelve (12) days per year, except in cases of long term or catastrophic illness or hospitalization of an employee's child or spouse.

2. Leave of Absence

The Board may grant a leave of absence to full-time employees for a full year or any portion thereof to finish a school year. Such a leave shall be without pay and shall preserve the employee's status regarding accumulated leave and the employee's right to return to a job within the employee's schedule and classification area.

3. Personal leave (applicable to full-time employees only)

Each full-time cafeteria, transportation and custodial staff member will be allowed four (4) personal business days with full pay during each school year. Each bus driver will be allowed two (2) personal business days with full pay during each school year. Unused personal business days may be added to accumulated sick leave. A cafeteria, custodial staff member or bus driver planning to use a personal leave day or days shall notify their immediate supervisor and fill out the required form at least one day in advance except in case of emergency.

Except for days preceding or following a vacation period, reasons for use of personal leave will not be requested.

The following reasons are sufficient to warrant a personal business day:

- a) Funeral – relative, close friend
- b) Wedding within immediate family (including self), relative or close friend
- c) Graduation of child, spouse or self – taking child to college
- d) Paternity
- e) Real estate closing
- f) Legal business or Employees Association Conference
- g) Emergency accident with immediate family, accident to relative or close friend.

The following reasons are not sufficient to warrant a personal business day:

- a) Vacation, shopping
- b) Athletic and/or recreational activities
- c) Day preceding or day following vacation, except as applies to Part I
- d) Convention or trip not applicable to school business
- e) Personal convenience or enjoyment.

4. Bereavement Leave

Each employee shall be allowed five (5) days leave of absence with full pay each year for death in the immediate family (immediate family will consist of mother, father, brother, sister, husband, wife, or child). This leave of absence is not cumulative.

5. Employee Organization Leave

CSEA representatives or delegates will be granted leave with pay to attend the annual AFSCME and CSEA conventions. Leave for this purpose will be in addition to the personal business days

mentioned in 3. CSEA President shall be granted up to three (3) additional days to attend to the business of CSEA. Cost of a substitute, if required, shall be paid by CSEA.

6. Sick Leave Bank

Unit members may elect to join the Sick Leave Bank by contributing one (1) day to the Bank. Unit members who are not members of the Sick Leave Bank may only join at the beginning of any school year. Such application must be made between September 1 and October 1 except that new unit members may join within thirty (30) days of initial employment.

The purpose of the Sick Leave Bank is to provide extended sick leave for participating unit members who have suffered a personal illness or injury (not work related) and who have used up all of their accumulated sick leave. A committee consisting of an administrator appointed by the Superintendent and two representatives selected by the CSEA Union President will administer the Sick Leave Bank.

The Sick Leave Bank will be capped at one hundred twenty (120) days, and participating unit members will not be required to donate additional days unless the Bank drops below sixty (60) days. If the Bank falls below sixty (60) days, all members of the Bank will be required to donate an additional one or two day(s) in order to bring the total number of days in the Bank to one hundred twenty (120). It is understood that the Bank may exceed one hundred twenty (120) days due to new member donations.

Written request for use of Sick Leave Bank days will be accompanied by a doctor's statement. Before utilizing the Sick Leave Bank, a participating member must be absent due to illness or accident for five (5) consecutive work days after his or her accumulated sick leave is exhausted. The written request will be submitted to any member of the Sick Leave Bank Committee. The Committee will meet as soon as reasonably possible to review the request and will communicate its decision in writing to the applicant within three (3) days of such meeting. The decisions of the Sick Leave Bank Committee will be final and not grievable under the terms of this Agreement. The number of days granted will be contingent upon sufficient days being in the Sick Leave Bank.

Approval of days from the Sick Leave Bank will be made in increments of no more than fifteen (15) days. If additional days are needed beyond fifteen (15), the applicant can request additional days. Withdrawals from the Sick Leave Bank will be limited to a total of thirty (30) days within any one year. Days granted, but not used by an applicant, will be returned to the Sick Leave Bank. The maximum number of days a participating unit member may receive over a ten (10) year period will be limited to a total of fifty (50) days.

If a member of the Sick Leave Bank decides to drop membership in the Bank, those days previously contributed remain in the Bank and cannot be withdrawn. A Unit member may withdraw from the Bank upon submitting a written request to do so to the Sick Leave Bank Committee.

All days that remain in the Bank at the end of a year will be carried over into the following school year. An accounting of the number of days in the Sick Leave Bank will be conducted jointly by the Association and the District by July 31st of each year to ensure an agreed upon balance for the following school year.

7. Bus Drivers

For bus drivers, the daily rate of pay for purposes of payments for sick leave, personal leave, and bereavement leave will include the employee's regular A.M. and P.M. runs, plus any run for which he or she has a continuing appointment.

ARTICLE XIV RETIREMENT

Section 1. The District participates in the New York State Retirement System plan in accordance with the Rules and Regulations of the New York State Employees' Retirement System.

Section 2. The school district shall provide for the application of unused sick leave as additional service credit upon retirement, Section 41 (j) and 341 (j).

Section 3. ~~The District will provide employees a written notice once a year of their total sick leave and service credit.~~

Section 4. Beginning 7/1/98 all service credit for bus drivers will be calculated as service credit based on a 6-hour day.

ARTICLE XV INSURANCE

DENTAL AND HEALTH INSURANCE – An eligible employee must work at least 30 hours per week, for 10 or more months each year.

Section 1. Health Insurance:

- The Delaware Academy and Central School District will pay ninety percent (90%) of the individual's cost of health insurance and ninety percent (90%) of the family coverage cost of health insurance under CASE BP. Effective July 1, 2005 the Plan offered will be CASE BP Plan N. Effective July 1, 2007, the Plan offered will be CASE BP Plan L.
- Employees who work less than a 30 hour week but have permanent status and a written salary agreement with the District, shall have the right to participate in the District's health insurance plan, provided the employee agrees to pay 100% of the cost of coverage.
- Bus drivers who have been appointed to permanent status and have a written salary agreement but are working less than 30 hours a week, shall have the right to participate in the District's health insurance plan, provided the employee agrees to pay 35% of their choice of coverage.
- A drug card will be provided with co-payments of five dollars (\$5) for generic drugs, ten dollars (\$10) for legend, and no co-payment for mail-order. Effective July 1, 2006, drug

card co-payments will be seven dollars (\$7) for generic drugs, twelve dollars (\$12) for legend, and no co-payment for mail-order. Effective July 1, 2007, drug card co-payments will be ten dollars (\$10) for generic drugs, fifteen dollars (\$15) for legend, and no co-payment for mail-order.

Section 2. The District may select the Health Insurance Plan so long as no benefit under the present plan is diminished.

Section 3. Dental Insurance – Employees are guaranteed a dental plan comparable to Blue Shield's Plan A Basic and Supplemental Basic plus periodontics and prosthetics. The District agrees to pay one hundred (100%) percent of the individual employee cost and ninety (90%) percent of the premium for family coverage.

Section 4. The District shall make available an IRS-125 (POP) plan in school year 1995-96 at no cost to the employee, and in 1996-97 the District shall make available an IRS-125 Cafeteria Plan at no cost to the employee.

**ARTICLE XVI
EXTRA TRIPS**

Section 1. A school bus driver operating a school bus on an extra trip, which is defined as including but not limited to field trip, athletic event, spectator bus, shall be paid the following rate, portal to portal, that is, from school building to event and return to school building.

2005-06	\$16.41 per hour
2006-07	\$17.17 per hour
2007-08	\$17.80 per hour
2008-09	\$18.51 per hour

* V.75 till 1/1/07

BOCES trips (other than to the DCMO BOCES), summer and special bus runs will be paid as follows, plus [REDACTED], with an increase to \$7.25 effective July 1, 2008. School Year Upstate Home and Summer Treadwell runs will be grandfathered with the rate paid increased by 2.0% in each year of the agreement, until such time as the incumbents surrender such runs or leave district service.

2005-06	\$.85 per mile
2006-07	\$.90 per mile
2007-08	\$.93 per mile
2008-09	\$.97 per mile

DCMO BOCES trips (rates assume two hours of wait time, additional wait time as per the above):

2005-06	\$63.45 per round trip
2006-07	\$66.15 per round trip
2007-08	\$68.79 per round trip
2008-09	\$71.54 per round trip

After-athletic practice trip/late buses will be paid as follows:

2005-06	\$26.04 per round trip
2006-07	\$27.15 per round trip
2007-08	\$28.23 per round trip
2008-09	\$29.36 per round trip

On days when there are double dismissals, drivers required to perform the additional run will be compensated at half of their regular run rate.

Section 2. All bus routes will be subject to the bidding process based on seniority, as they become available. Runs becoming available during a school year will be placed up for bid the following summer. Drivers shall be notified of such openings. Extra trips will be awarded through the use of a rotating list. The superintendent will work with CSEA employees and the Transportation Supervisor to ensure all trips are assigned by seniority and equitably.

When possible, open regular or daily bus runs for the following school year will be posted in July for a period of two weeks. Such postings will include the number of miles, route description and expected pay rate of the run.

Section 3, Extra Trips

- a. Extra trips will be defined as including, but not limited to, field trips, athletic events, and spectator buses.
- b. Drivers who take an extra trip which leaves during the drivers regular run will be paid the regular run rate for the first hour of the extra trip. All other time spent on the extra trip will be paid at the extra trip rate.
- c. All extra trips will be awarded to bus drivers with the following exceptions:
 1. FFA events and field trips associated with the agriculture program that are driven by Michael Cipperly, such practice will end when Mr. Cipperly terminates his employment with the District.
 2. Trips for which there is no available driver, and;
 3. Transportation to a site involving no more than one student.
- d. In the situations outlined in subparagraph "c" above, the District may use a staff member with the proper license for the vehicle used.
- e. ~~Bus drivers will be compensated for an additional hour for bus cleanup after special trips.~~

Section 4. Bus drivers will be paid for late runs when no one shows up to be taken home.

Section 5. Bus drivers will be paid for two-hour show up time when Saturday/Holiday early morning special trips are cancelled.

Section 6. Bus Routes – Hours assigned to routes for insurance purposes.

2 hours A.M.
2 hours P.M.
2 hours late bus

ARTICLE XVII SPECIAL RATES OF PAY

Section 1. Where the majority of the hours on a given shift worked by the employee are between 5:00 p.m. and 6:00 a.m., he/she shall be entitled to an additional 40 cents per hour wage for all the hours worked during the shift. When the majority of the hours on a given shift worked by the employee are between 11:30 p.m. and 6:00 a.m., he/she shall be entitled to an additional 50 cents per hour wage for all the hours worked during the shift.

Section 2. Pay dates will be every other Thursday. For ten month unit members, the first pay date in the contract year will be either the first or second Thursday following the first day of school. The first paycheck will be for days worked, but no less than five days of pay. After the initial payroll, remaining yearly compensation for such employees will be made in 20 equal pays.

Section 3. The District will make available to each full-time cafeteria worker, at the opening of school in the fall, a purchase order of up to \$150.00 so that uniforms and/or shoes may be ordered at no expense to the employees. The District will supply six (6) uniforms for each custodial worker annually and \$75.00 for the purchase of work shoes annually, provided the employee provides a receipt for said work shoes. Each worker will be required to wear such purchased uniforms, or equivalent, and launder the same.

The District will provide each mechanic with uniforms that are provided and maintained by a uniform rental service.

Section 4. When a school bus driver is called upon to drive a school bus on a trip extending past regular meal hour, the driver shall be entitled to reimbursement of up to IRS allowance for each meal. A maximum of three (3) meals per day is allowable by submitting the meal receipt/voucher.

Section 5. ~~BOCES bus drivers and late bus drivers will be paid for scheduled trips that are cancelled due to weather, etc. by the Superintendent or his designee up to five (5) trips.~~

Section 6. The District will not pay for mandatory bus training that is taken outside the District if it has been offered in the District. Any outside training still must have the prior permission of the Transportation Supervisor.

Section 7. Any employee required to serve on a jury shall receive regular pay as required by law.

Section 8. Bus drivers who have driven for the District for 2 years will be reimbursed the initial extra costs mandated by CDL.

Section 9. ~~Bus drivers and cafeteria employees will be paid for days when school is cancelled up to six (6) days in grades K-12.~~

**ARTICLE XVIII
NO DISCRIMINATION**

The employer and the CSEA realize they have a responsibility to promote and provide equal opportunities for employment; and, as such, it shall be the positive and continuing policy of the Employer and the CSEA to assure an equal opportunity in employment regardless of race, color, religion, gender, national origin, age, disabilities, marital or veteran status.

**ARTICLE XIX
GRIEVANCE PROCEDURE**

A. Purpose

It is the desired objective of the parties to encourage the prompt and informal resolution of employer/employee problems in relation to terms and conditions of employment as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

B. Definitions

1. Grievance – Any alleged violation of the terms and conditions of employment within the provisions of this Agreement. The term “grievance” shall not include any matter involving any law or any rule or regulation having the force and effect of law.
2. Days – Work days as designated in the current school calendar.
3. Supervisor – Superintendent or his designee.
4. CSEA – The CSEA, any employee or group of employees filing a grievance. Grievant cannot change after grievance is filed.
5. Aggrieved Party – Any employee or group of employees employed by the District filing a grievance. Grievant cannot change after grievance is filed.
6. Party in Interest – Any employee or group of employees named in the grievance who is not the aggrieved party.

C. Procedure

1. Time Limits
 - a. Failure to present a grievance within twenty (20) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of all rights under this procedure.
 - b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Levels of Review

a. LEVEL I – INFORMAL MEETING

A grievance will first be discussed with the aggrieved person's supervisor with the objective of resolving the matter informally, at which time the aggrieved person may:

- 1) Discuss the grievance personally, or
- 2) Request an Association representative to accompany him/her.

Within five (5) days of the informal discussion, if the aggrieved person would like a written response, the aggrieved person must submit the grievance in writing to his/her Supervisor. The grievance must specifically state exactly which Article, Section and sentence of the Contract has been violated and state in a detailed manner exactly how the Contract was violated. Within three (3) days after the receipt of the grievance, the aggrieved party shall meet with the Supervisor, at Level I. Within ten (10) days after the written presentation of the grievance to the Supervisor, the Supervisor shall make his decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and the Superintendent. In order to proceed to Level II, a grievance must be submitted in writing within the specified time limits at Level I, unless such time limits have been mutually waived.

b. LEVEL II – SUPERINTENDENT'S REVIEW

If the aggrieved employee is not satisfied with the decision arrived at under Level I, or if no decision has been rendered within the specified time period and no waiver of time limits has been agreed to, he/she may, within five (5) days of the date the decision was received or was due to have been received, file with the Clerk of the District an appeal in writing, requesting the Superintendent to review the matter. Such appeal shall include, among other things a summary of the grievance, the relief requested and a statement of why the determination of Level I was unsatisfactory.

The Superintendent or his designee shall meet with the employee and his representative (if the employee desires a representative) at a reasonable time and place within five (5) days after the presentation of the jointly designated forms to the Clerk's office. Such a meeting shall be an attempt to resolve the grievance.

Within the ten (10) days after such a meeting or meetings, the Superintendent or his designee shall make a decision in writing, setting forth his conclusions with respect to the grievance, and setting forth his reasons for such conclusions. A copy of such decision shall be given to the employee, the CSEA and the Clerk of the District.

c. LEVEL III – BOARD OF EDUCATION

If the aggrieved employee is not satisfied with the decision at Level II, or if no decision has been rendered within the specified time period and no waiver of time limits has been agreed to, an appeal may be filed in writing with the Clerk of the District within fifteen (15) school days of the date decision was received or was due to have been received. Such an appeal shall include a statement of why the determination of Level II was unsatisfactory.

At its next regularly scheduled meeting after receipt of an appeal, the Board shall hold a hearing on the grievance, provided the appeal has been submitted to the Board at least five (5) working days in advance of the meeting. The hearing will be conducted in Executive session.

Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

c. LEVEL IV – ARBITRATION

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within fifteen (15) school days of the Board level hearing, the aggrieved person may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration through the American Arbitration Association within fifteen (15) days after receipt of a request by the aggrieved person, with notice to such effect to the Board at the same time.

Within ten (10) days after notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the association and the Board and shall be final and binding on the parties.

The costs for the services of the arbitrator, including expenses if any, shall be borne equally by the Board and the Association.

3. Basic Principles

a. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

b. A non-teaching person shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

c. A non-teaching person shall have the right to be represented at any step of the procedures by CSEA or by a representative of his own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.

d. If agreed by both parties a non-teaching person and his representative, if a school employee, shall be allowed such time off from his regular duties as may be necessary for the processing of a grievance under the procedures without loss of pay or vacation or other time credits except time spent before the arbitrator.

e. Each party to a grievance shall have, at reasonable time, access to all public written statements, minutes, and records pertaining to such case and presented at various stages.

f. All hearings shall be confidential.

g. It shall be the responsibility of the Chief Administrator to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.

h. The function of these procedures is to assure equitable and proper treatment under the existing contract, laws, rules, regulations, and policies which relate to or affect the person in the performance of his/her assignment.

ARTICLE XX SAVING CLAUSE

If any article or part thereof of this agreement or any addition thereto, should be decided as in violation of any federal, state, or local law; or if adherence to or enforcement of any part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto, shall not be affected.

ARTICLE XXI LEGISLATIVE ACTION

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXII JOB SECURITY

Section 1. Vacancies in this school system covered by the agreement shall be posted for a period of five (5) workdays prior to appointment. Copies of all vacancy notices will be sent to District buildings five (5) workdays prior to appointment for posting.

Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his or her authorized agent.

The Association President shall be notified within seven (7) working days of Board action creating any unit vacancies.

Section 2. Seniority shall be defined as length of continuous employment since the last date of hire with the School District within the bargaining unit recognized by the Agreement. Such seniority shall be applicable within an employee's current title in cases of layoff and recall.

Section 3. Any dispute concerning a questionable decision or action taken by an employee shall be discussed privately between the employee and the supervisor. Prior to the taking any formal disciplinary action, including but not limited to insertion of a letter in an employee's folder describing the discipline, a conference will be held informing the employee of the action to be taken. The employee will have the right of CSEA representation at this conference.

ARTICLE XXIII PHYSICAL EXAMINATIONS

Annual physical examinations are required for cafeteria workers and bus drivers. A pre-employment physical examination shall be required for all new custodians (all classes).

School District will pay for all required pre-employment and annual physical examinations, and any required tests related to annual examinations or pre-employment physicals. The School District will either appoint or approve the doctor in all instances.

ARTICLE XXIV RETIREMENT INCENTIVE

A unit member with at least 12 years of experience in the Delhi Central School District, who has accumulated at least 25 sick leave days at time of retirement, and has attained the age of 55 or older, may upon retirement be entitled to a lump sum retirement incentive of 25% of their final year's salary. The 25 sick leave day requirement will be waived where the employee is required to use sick leave for an extended illness (10 or more consecutive work days) or hospitalization during the last two years of his or her employment. If notice of intent to retire is received on or before March 1 for a retirement occurring at the end of the school year, or six months prior for any retirement occurring during the course of the school year, payment will be made in July of the fiscal year immediately following. If late notice is received, the District may delay payment for an additional year. In extenuating circumstances, the notification requirement can be waived by the Superintendent.

SCHEDULE "A" – STARTING SALARY MINIMUMS

<u>Position</u>	<u>Hourly Salary</u>
Building Maintenance Mechanic	\$13.00
Assistant Building Maintenance Mechanic	\$10.00
Custodial Worker (in charge of building)	\$ 9.50
Custodial Worker	\$ 8.00
Senior Automotive Mechanic	\$14.00
Automotive Mechanic	\$11.00
Garage Helper	\$ 8.00
Automotive Mechanic/Bus Driver	\$11.50
(without appropriate CDL and P&S endorsements)	\$11.00
Cook: 6 ½ hours	\$ 8.60
7 hours	\$ 8.60
7 ½ hours	\$ 8.60
Food Service Helper:	
6 ½ hours	\$ 8.00
7 hours	\$ 8.00

SCHEDULE "B" – BUS DRIVERS' SALARY SCHEDULE

Mileage of Route	Salary Based on Daily Mileage per Route for 187 Days			
	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
20.0-29.9	\$10,711	\$11,166	\$11,613	\$12,077
30.0-39.9	\$10,874	\$11,336	\$11,790	\$12,261
40.0-49.9	\$11,035	\$11,504	\$11,965	\$12,443
50.0-59.9	\$11,197	\$11,672	\$12,139	\$12,625
60.0-69.9	\$11,353	\$11,835	\$12,309	\$12,801
70.0-79.9	\$11,517	\$12,006	\$12,487	\$12,986
80.0+	\$11,679	\$12,176	\$12,663	\$13,169

Hours of Work:

Effective July 1, 2005, the District will be allowed to create a custodial position with a weekly schedule of Wednesday through Sunday, eight hours per day, provided that any current unit member must volunteer for such position.

**ARTICLE XXV
EMPLOYEE ADMINISTRATION LIAISON**

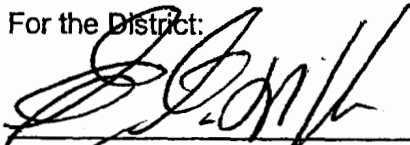
The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year, if requested by either party, to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

**ARTICLE XXVI
DURATION**

Section 1. This agreement shall become effective July 1, 2005 and shall continue in full force and effect until June 30, 2009.

Section 2. The parties agree that all negotiable items have been presented at the table and have been discussed during the negotiations leading to this agreement. The parties, therefore, agree negotiations will not be reopened on any item, whether contained herein or not, during the term of this agreement unless by mutual consent.

For the District:

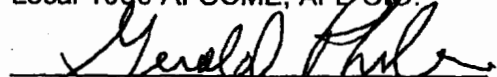


Dr. George Mack, Interim Superintendent

Date: 8/20/05

For CSEA, Inc.

Local 1000 AFSCME, AFL-CIO:



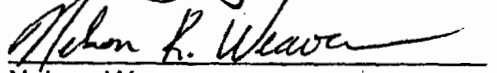
Gerald Phelan, LRS

Date: 8/20/05

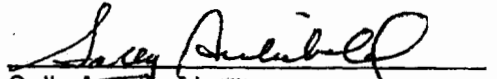
The CSEA Team included:



Lucy Guntert, Chair-Person



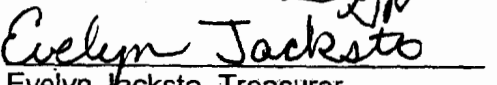
Nelson Weaver



Sally Archibald



Kevin Lee, ~~Secretary~~ ^{VP}



Evelyn Jacksto, Treasurer

APPENDIX A

To address issues of compression of the salary schedule, effective for the 2005-06 work year, the following employees will receive an increase in hourly rate to the amounts listed below. Such hourly rate will be in lieu of the overall increase provided for under Article VIII for the 2005-06 work year.

Tim Pernice	\$8.54
Stanley Powers	\$8.94
Daniel Randall Senior	\$8.54
Gary Zwick	\$8.94

