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Title: **Newfane Central School District and Newfane Central School Unit 7695, Local 872, CSEA, Local 1000, AFSCME, AFL-CIO (2003)**

Employer Name: **Newfane Central School District**

Union: **Newfane Central School Unit 7695, CSEA, AFSCME, AFL-CIO**

Local: **872, 1000**

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

PERB ID Number: **5746**

Unit Size: **95**

Number of Pages: **42**

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2003 - 2007

AGREEMENT

BETWEEN

**NEWFANE CENTRAL SCHOOL
DISTRICT**

AND

C.S.E.A.

LOCAL 1000, AFSCME, AFL-CIO

**THE NEWFANE CENTRAL SCHOOL
UNIT 7695**

LOCAL #872

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RELATIONS BOARD

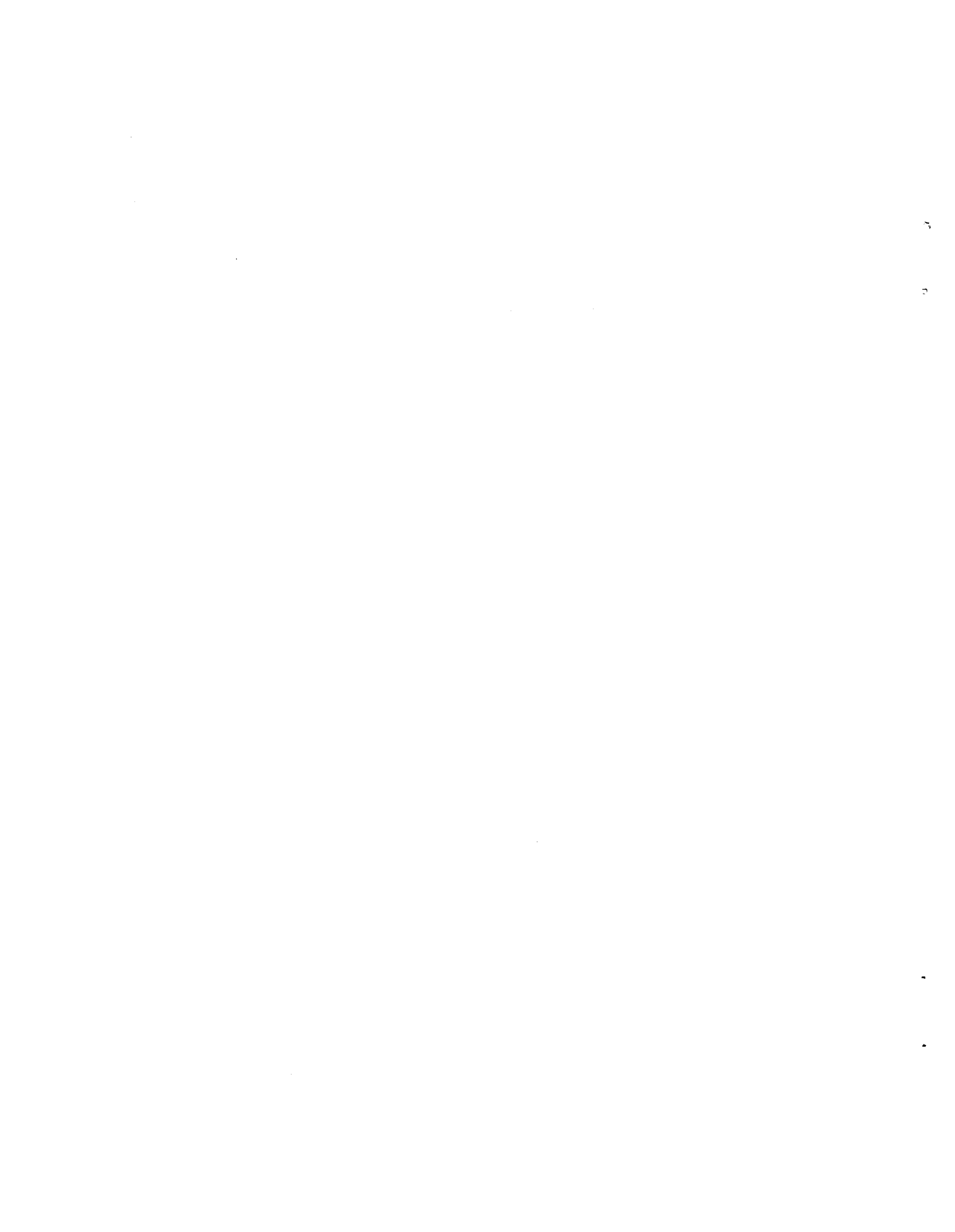


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IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE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

PREAMBLE

WHEREAS this Agreement has been negotiated in compliance with the Public Employee's Fair Employment Act, Article 14 of the Civil Service Law of the State of New York; and

WHEREAS the act grants to public employees the right of organization and representation and the right to negotiate their terms and conditions of employment, and the administration of grievances arising thereunder; and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - CONCERNING THIS AGREEMENT

Section 1.0 Definitions

1.0.1 As used in this Agreement:

- (1) "District " means the Newfane Central School District including its Board of Education as its governing body.
- (2) "Board" means the Board of Education of the District.
- (3) "Superintendent" means the person appointed by the Board as Superintendent of Schools of the District.
- (4) "Negotiating Unit" means all non-instructional employees except all cafeteria employees; all administrators; the secretary to the Superintendent of Schools; the secretary to the Business Administrator; all per diem substitutes and other employees designated "confidential" by PERB.

- (5) "Association" shall mean Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, Newfane Central School Unit 7695, Local #872.
- (6) "Administrator" means Superintendent, Curriculum and Special Programs Director, School Business Administrator, Director of Facilities, Building Principals, Assistant Principals, and other administrative positions created by the Board.
- (7) "Party" means the District or the Association.
- (8) "Parties" means the District and the Association.
- (9) "Employee" means a person holding a position in the Negotiating Unit.
- (10) "Agreement" means this Agreement, all appendices to this Agreement and all amendments to this Agreement.

Section 1.1 Underlying Considerations

- 1.1.1 This Agreement shall become effective from the 1st day of July 2003 and continue in full force and effect until the 30th day of June 2007.
- 1.1.2 The parties agree that all negotiable items have been discussed during the negotiations leading to this contract, and, therefore, agree that negotiations will not be opened on any item whether contained herein or not, until a new contract is negotiated. Notwithstanding the foregoing, alterations, additions, changes, and deletions may be made to this Agreement only through voluntary mutual consent by both parties in a written and signed amendment to this Agreement.
- 1.1.3 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings with respect to the items covered in this Agreement and shall supersede any rules regulations or practices of the District which shall be contrary or inconsistent with this Agreement.
- 1.1.4 If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event that any provision of this agreement shall be contrary to law, all other provisions of this agreement shall continue in full force and effect. Also, if any provision of this Agreement is found to be contrary to law, the parties agree to immediately meet for purposes of negotiating a satisfactory replacement for such provision.

- 1.1.5 The District retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business of in supplying its services to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this agreement, to maintain order and efficiency in all its departments and operations, (including the procedures set forth in the Civil Service Law and other laws of the State of New York as regards, but not limited thereto, the hiring, lay-off, discipline, suspension, discharge and any other procedures concerning the conduct and employment of employees, to promote and determine the qualifications of employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such terms as set forth in other parts of this agreement or provided by law). The District also expressly reserves all rights and powers under the Civil Service Law and any other laws of the State of New York. The above rights of the employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the employer. Any and all rights, powers and authority the employer had prior to this agreement are retained by the employer, except as expressly and specifically abridged, claimed or modified by this agreement.
- 1.1.6 Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:
- (a) A word of one gender applies to both genders.
 - (b) A word of singular number applies also in the plural.
 - (c) Each provision of this Agreement is severable from every other provision.
 - (d) Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated into this Agreement by reference.
 - (e) Language in this Agreement is to be construed as strictly against one party as against the other. Which party suggested the language is immaterial.

ARTICLE II - DISTRICT-ASSOCIATION RELATIONS

Section 2.1 Recognition and Negotiations

- 2.1.1 The Board recognizes the Association as the exclusive representative for all employees in the Negotiating Unit. Such recognition shall extend to the maximum limit provided by law.
- 2.1.2 If either Party desires to negotiate a successor to this Agreement, written notice to that effect shall be submitted to the other party not later than April 1 of the final year of the Agreement, then such negotiations shall begin not later than May 1 of such final year.

Section 2.2 Relations Between the Parties

- 2.2.1 The Association shall provide the Superintendent written notice of its officers, grievance chairperson and representatives by September 10th annually and update them as they may change throughout the year.
- 2.2.2 Copies of this Agreement shall be furnished by the District at its expense and distributed to all employees through the Association President.
- 2.2.3 The Association and the District shall make available to each other upon reasonable request any and all relevant documents and records concerning matters under negotiation or necessary for the enforcement of this Agreement.
- 2.2.4 The parties agree to establish a Labor-Management Committee to discuss and attempt to resolve issues of a non-grievable nature. The committee shall be comprised of an equal number of Association and District representatives who shall meet on a monthly basis for the purposes stated herein. The Association President and the School Business Administrator shall make arrangements for monthly meetings of the Labor Management Committee.

Section 2.3 Dues Deductions

- 2.3.1 Upon written request of an employee, on a form provided by the Association, the District will deduct from the salary of that employees, such amounts for membership dues and other authorized deductions, as authorized by the employee and promptly transmit such sums to Civil Service Employees Association, Inc. at 143 Washing-ton Avenue, Albany, New York 12210, or its designated agent. Said deductions shall be made a bi-weekly basis to coincide with the School District's pay periods.

Section 2.4 Agency Fee

- 2.4.1 The District agrees to deduct from the salaries of employees who are not members of the Association the amount equivalent to the dues levied by said Association and to transmit such monies promptly to the Civil Service Employees Association, Inc. at 149 Washington Avenue, Albany, New York 12210, or its designated agent. Said deductions shall be made on a bi-weekly basis to coincide with the School District's pay periods.
- 2.4.2 The Association shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the unit in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- 2.4.3 The Association shall provide the employer, in writing, a list of the names of the non-members at least ten (10) working days prior to the first deduction of such fee.
- 2.4.4 The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of any action of the District in connection with this Section 2.4.

ARTICLE III - PERSONNEL MATTERS

Section 3.1 Posting and Filling Vacancies

- 3.1.1 A vacancy in a job classification is created only when:
- (a) The incumbent's employment is terminated for any reason including death, resignation and retirement; and
 - (b) When the incumbent bids out of the position.

"Vacancy" shall also result from the creation of a new job classification, an increase in the number of regular positions in a given job classification and a change in a position from part-time to full-time status or vice versa.

- 3.1.2 When a vacancy is created, the position shall be posted for five (5) consecutive work days in each building in the District. The notice shall state the title, work location, rate of pay, hours and days of employment. The President of the Association shall receive a copy of all postings at the time of posting.

- 3.1.3 Ten-month employees wishing to receive notice of vacancies occurring during the summer, Christmas and Easter recess periods shall submit such re-quest in writing stating the job titles in which they are interested.
- 3.1.4 Knowledge, skills and relative ability shall be considered by the District in making appointments. If the District determines that two or more applicants are equally qualified, the employee with the greatest seniority will be appointed to the position. The decision of the District shall be final. Applicants among present employees who are not chosen for the position shall be notified in writing of such decision.

Section 3.2 Job Duties, Probationary Periods, and Performance Evaluation

- 3.2.1 Upon hire or upon request, the Business Office will provide employees a copy of the job description for their position and an explanation of benefits to which they are entitled.
- 3.2.2 New employees shall serve a twenty-six-(26) week probationary period from the effective date of appointment as contained in the appointment resolution of the Board. A new employee's service with the District may be terminated at any time during and up to the expiration of the probationary term. Thereafter, employees may only be terminated in accordance with Section 3.3 of this Agreement. Discharge of a probationary employee shall not be grievable.
- 3.2.3 Employee's promoted to a new position in the District shall serve a ninety (90) day probationary period. If a promoted employee's performance is not satisfactory during his/her probationary period, he/she shall revert to his/her former job.
- 3.2.4 Each employee shall be evaluated by his or her immediate supervisor annually. Said evaluations shall be in writing on forms provided by the District and shall not become final until reviewed and approved by the employee's administrative supervisor.

Section 3.3 Discipline and Discharge

- 3.3.1 The District has the right to establish rules, regulations and procedures for its employees to follow for the conduct of the work and the maintenance of safety, discipline, efficiency and the protection of property. These rules, regulations and procedures shall not be inconsistent with the terms of this Agreement. They may be amended from time to time at the complete Discretion of the District, but the Association shall be consulted prior to any finalization or publication of such rule changes.
- 3.3.2 The following disciplinary procedure shall apply to all employees in lieu of all rights and procedures specified in Civil Service Law Section 75 and Section 76. Resort to Civil Service Law procedures shall be fore-closed and barred in favor of the grievance procedure in this Agreement.

- (a) The employee and the Union's Grievance Chair shall receive written notice of the discipline to be issued. "Discipline" means written reprimand, suspension, fine, restitution or discharge.
 - (b) A policy of progressive discipline shall apply. Progressive discipline shall involve four levels: (1) First written warning, (2) Second written warning, (3) Suspension and (4) Discharge.
 - (c) Disciplinary action shall be predicated on one or more separate infractions or acts of misconduct by an employee. Progressive discipline shall apply but no prior warning notice to the employee is required if the cause of suspension or discharge is any of the following:
 - 1. Dishonesty or theft.
 - 2. Actual or threatened physical abuse or bodily harm to an employee, supervisor, student or member of the public.
 - 3. Negligence resulting in serious accident or damage to property.
 - 4. Openly defiant and egregious insubordination toward any supervisor.
 - 5. Willful destruction or misappropriation of property belonging to another employee of the District.
 - 6. Use, possession, distribution or being under the influence of drugs and/or intoxicants while on duty or on District property.
- 3.3.3 During an employee's probationary period, the employee may be terminated or otherwise disciplined at the sole discretion of the District, without recourse to the grievance procedure.
- 3.3.4 A permanent employee shall have the right to file a grievance under this Agreement to protest the absence of just cause for discipline.
- 3.3.5 If, for a period in excess of twenty (20) consecutive work days, an employee is absent without leave for all the days on which the employee was scheduled to work, the employee shall be considered to have resigned. Such a constructive resignation shall be reported to the Board and the Board shall receive and approve the resignation. When the resignation has been received and approved by the Board, the employee shall be regarded as having forfeited all seniority, all benefits accumulated on a time basis, and all other rights granted by this Agreement as of that first day.

Section 3.4 Seniority

- 3.4.1 Seniority shall be based on the employee's most recent date of hire on a permanent basis. A reinstatement or re-appointment within one (1) year of an employee's resignation shall not constitute a break in service. No benefits shall accumulate for the time period between resignation and the reinstatement or re-appointment. However, all contractual rights and benefits which pertain to the employee shall be returned to the employee in addition to all paid leave benefits which the employee accrued and did not use prior to his/her resignation.
- 3.4.2 If two or more employees have the same seniority, the more senior will be determined by a comparison of the last four digits of the employees' social security numbers - the highest number being the most senior.
- 3.4.3 The foregoing is subject to the provisions of Appendix C to this Agreement.

Section 3.5 Reduction in Staff and Recall Rights

- 3.5.1 In the event of a lay-off or reduction in force, temporary and probationary employees shall be laid off first; then the employee with the least seniority within the job title shall be laid off. If the employee to be laid off previously held a position on a permanent basis in another job classification, he/she may bump an employee with less seniority in that job classification .
- 3.5.2 The employee who has exercised his/her bumping rights shall be paid in accordance with the Wage Rates referenced in Section 5.1 of this Agreement and job classification of the employee that he/she displaces. The employee's hourly rate in the new position shall be reduced by the difference in minimum for the two positions but not more than \$.50 per hour.
- 3.5.3 Any employee who is laid off shall retain his/her recall rights for a period of four (4) years. Employees shall be recalled in the inverse order of lay-off. The District shall notify an employee of his/her recall by certified mail with a return receipt requested at the employee's last known address. The employee must acknowledge his/her recall within seven (7) working days of receiving the notice of recall by notifying the employer of his/her intent to return to work. If an employee who is recalled refuses the opportunity to return to work , and is at that time employed or otherwise capable of employment, the employee thereby relinquishes any and all rights to recall.
- 3.5.4 The foregoing is subject to the provisions of Appendix C to this Agreement.

Section 3.6 Resignations

- 3.6.1 It is expected that any employee who intends to leave his/her employment with the District will notify the Board, in writing, of his/her intention at least thirty (30) days prior to the terminal date of his/her employment.

Section 3.7 Reporting Absence from Work

- 3.7.1 If an employee is unable to report for work for any reason, it is the employee's responsibility to notify his supervisor or designee, at least one hour prior to his starting time. If possible, and where conditions permit, notification of the absence the evening before would be appreciated.

Section 3.8 Work Year, Work Week and Work Day -Clerical

- 3.8.1 Clerical employees shall be appointed to either a twelve (12) month work year or a ten (10) month work year. Clerical employees working the 12 month year shall work year round with the exception of time off benefits provided by this Agreement. The work year for 10 month clerical employees shall be the teacher calendar plus seven (7) additional days.
- 3.8.2 The work year for full time, 12-month clerical employees shall be 1950 hours per year. Notwithstanding the above, twelve month clerical employees who were employed prior to January 1, 1997, may elect not to work Columbus Day, the Christmas recess and spring recess periods (except for one day during each recess period) and 7.5 hour days in the summer. However, if any such employee elects the traditional work year, his/her annual hours shall be reduced to reflect actual hours scheduled to work plus holiday hours. By May 1st annually, the District shall calculate and notify clerical personnel of the next year's traditional work year hours by subtracting the following non-work days from 1950 hours: Christmas recess days, Columbus Day, Spring recess days, summer hours. Clerical employees electing the traditional work year schedule, may elect to work a combination of recess days and/or eight hour days as a means of increasing their annual hours to 1950 hours.
- 3.8.3 The normal clerical work week shall be Monday through Friday and the normal clerical work day shall consist of 7.5 hours exclusive of a non-paid thirty (30) minute lunch break. During the 10 week summer recess, 12 month clerical employees may elect, with consent of the District to work a 4-day week at 9.25 hours per day exclusive of a non-paid thirty (30) minute lunch break. Twelve month clerical employees working the traditional year may elect, with the consent of the District, to work a 4-day week at 8.75 hours per day exclusive of a non-paid thirty (30) minute lunch break.

- 3.8.4 During the summer-month period of July and August, the clerical employee and his/her immediate supervisor shall mutually agree upon the starting and quitting time of each workday.

Section 3.9 Work Year, Work Week and Work Day – Operations & Maintenance

- 3.9.1 Operations and Maintenance (O&M) employees shall be defined as all employees holding the following titles: Cleaners, Laborers, Custodians, Grounds Persons, Head Custodians, General Repair Person, Building Maintenance Person, Bus Driver/Courier. Full-time O&M employees shall work year round and be paid for 2080 hours per year with time off benefits as provided by this Agreement. The normal workweek for full-time O&M employees shall be five (5) days. The District shall assign no more than twenty-five percent (25%) of those full-time O&M employees to workweeks that include Saturday or Sunday. Before assigning employees to a workweek that includes Saturday or Sunday the District will solicit volunteers for said workweeks. In the absence of volunteers, employees shall be assigned to a workweek that includes Saturday or Sunday on the basis of least seniority.
- 3.9.2 The O&M workday shall be eight (8) hours exclusive of a thirty (30) minute non-paid lunch period. In any instance where an O&M employee is required to remain on duty during his/her lunch break, the employee's time shall be paid with shortened workday or extra pay. There shall be four shifts in the workday: (1) a day shift (hours between 6:00 a.m. and 5:00 p.m.); (2) a split shift (eight continuous hours between the day and evening shift) and (3) an evening shift (hours between 3:00 p.m. and 11:00 p.m.); (4) a night shift (hours between 10:00 p.m. and 8:00 a.m.). When school is not in session, all O&M employees shall work the day shift or a split shift. Notwithstanding the foregoing, when an O&M employee's shift extends beyond 6:00 p.m. or he/she works on Saturday, Sunday, or on the night shift, he/she shall work eight (8) hours inclusive of a thirty (30) minute paid lunch break.
- 3.9.3 During the 10 week summer recess, 12 month O&M employees may elect, with consent of the District, to work 4 10 hour days per week, exclusive of a thirty (30) minute non-paid lunch period per day.

Section 3.10 Work Year, Work Week and Work Day -Instructional Associate

- 3.10.1 The work year for Instructional Associates shall be the student calendar. In addition to these work days, Instructional Associates may be required to work additional hours as necessary. Notice of work year shall be provided by August 1 of each year. Thirty (30) days notice shall also be given for any additional days to be worked.
- 3.10.2 The normal work day for full-time Instructional Associates shall consist of six and one-half (6.5) hours inclusive of a thirty (30) minute lunch period. The normal work week

shall consist of thirty-two and one-half (32.5) hours per week between Monday and Friday.

Section 3.11 Work Year, Work Week and Work Day -School Monitors

- 3.11.1 The work year for school monitors shall be the student calendar.
- 3.11.2 The work day for school monitors shall be determined by the time needed for preparation and is variable. A twenty (20) minute lunch period and meal shall be a paid part of the work day. Monitors shall be paid on an hourly basis for the above hours and for holidays as provided in paragraph 6.1.3.

Section 3.12 Work Year/Work Day - Registered Nurses

- 3.12.1 The work year for Registered School Nurses shall be the teacher calendar. The annual salary for Registered nurses shall be calculated by multiplying their annual hours plus paid holiday hours times their hourly rate.
- 3.12.2 The work day for Registered School nurses shall range from 7.0 to 8.0 hours per day and include a paid 30 minute lunch.

Section 3.13 Work Hours and Break Periods

- 3.13.1 Reporting and ending times shall be established by the employee's supervising administrator.
- 3.13.2 All employees working more than six (6) hours per day shall be entitled to a ten (10) minute break period approximately during the middle of the first half of their shift and a ten (10) minute break during the middle of the second half of their work shift while employees working four (4) to six (6) hours per day shall receive one (1), ten (10) minute break approximately during the middle of each daily work shift.

Section 3.14 School Closings

- 3.14.1 If the Superintendent due to emergency conditions closes school, employees shall suffer no loss of pay. Furthermore, employees called to work shall receive their regular pay for regularly scheduled hours and (1) an additional hours pay at their regular rate for each hour they work during their regular workday and (2) overtime pay for hours worked outside their normal workday.
- 3.14.2 Custodians are to inspect their buildings once each day if unoccupied, unless the District has made other arrangements to provide for the inspection of buildings.

Section 3.15 General Working Conditions

- 3.15.1 All employees shall be responsible to their immediate supervisor. The Board shall make every effort to provide in each school, suitable closet space for each employee to store coats, overshoes and other personal items; outside telephones shall be available free of charge for official business and emergency calls; and a suitable room to be used during breaks .

Section 3.16 Overtime Assignments

- 3.16.1 The District may from time to time require overtime of its employees. Overtime assignments will be distributed equitably among employees based upon the District's need for particular knowledge, skills and abilities. In implementing this paragraph, the District will establish the following seniority lists:

- a cleaner list for each school (If no cleaner is available for overtime on a given list, the District will solicit a cleaner from another building prior to hiring non-unit members.)
- a general repair person, motor equipment operator, auto mechanic and grounds list for the District.

In addition, the District will assign clerical, custodial and maintenance and other personnel to overtime on an as needed basis in their specific areas of responsibility

- 3.16.2 When two or more employees in the same department and same building have equal ability to per-form the over-time work, the most senior of those employees will be offered the work first and, if that person refuses the work, the work shall be offered to the next most senior person on a rotational basis. Overtime refused by an employee, shall be counted as overtime worked for rotational purposes.
- 3.16.3 Once shifts are set for a school year, the District shall not change an employee's beginning and ending times by more than one (1) hour in order to avoid payment of over-time compensation.
- 3.17 In order to allow the Union President to have time during the work day to tend to Union matters, it is agreed that the Union President shall have 30 minutes during the work day to devote to Union matters. Said 30 minutes shall be added to the lunch period of said Union President.

ARTICLE IV - LEAVES OF ABSENCE

Section 4.1 General

- 4.1.1 Day, as used in reference to the accumulation and granting of leave time, will be equal to a particular employee's regular daily work hours.
- 4.1.2 Absences from work shall be accounted for in quarter day increments.
- 4.1.3 Employees shall notify the District daily of their intention to be absent from work or provide a physician's statement indicating the likely duration of an absence. Notice shall be given in accordance with procedures set forth by the employee's administrative supervisor.

Section 4.2 Sick Leave

- 4.2.1 Sick Leave Allowance. Each new employee shall be credited with one (1) day of sick leave allowance for each full month of service from the date of his/her probationary appointment until June 30th following his/her appointment. Thereafter, on July 1st all employees shall be credited with one (1) day of sick leave for each month they are scheduled to work. Notwithstanding the foregoing, new employees shall not be able to use any of their sick leave allowance during the first ninety (90) days of employment.
- 4.2.2 Sick Leave Use. Sick leave may be used in the event of the personal illness or routine medical appointments. An employee may use his/her current annual sick leave allowance for illness in the immediate family, which is not covered by the Family Medical Leave Act (FMLA). An employee with a serious illness in the immediate family, which is covered by the FMLA, shall be allowed to use annual and accumulated sick leave for a period up to twelve weeks on a rolling year basis. Use of sick leave in excess of 12 weeks on a rolling year basis for the serious illness of a member of the immediate family shall be allowed only when: (a) the Superintendent approves the leave; or (b) the District requires the employee to remain out on leave through the end of the school term in accordance with FMLA. Immediate family shall include the spouse, children, parents, parents of spouse, sister, brother or a more distant relative if a resident of the employee's home.
- 4.2.3 Sick Leave Accumulation. Each twelve (12) month employee covered under this contract shall be allowed to accumulate sick leave up to two hundred twenty-five (225) days while each ten (10) month employee covered under the contract shall be allowed to accumulate sick leave up to two hundred five (205) days.

4.2.4 Sick Leave Bank

- (a) The District agrees to contribute ten (10) days to the sick leave bank in each of the first two years of the bank's existence.
- (b) All permanent, full-time unit employees with one (1) year of District service wishing to participate in the bank shall donate one sick leave day per year until such time as the plan has on deposit 150 days and then at such time as the days on deposit in the bank fall below 75 days. The target number of days on deposit is 150 days.
- (c) A newly hired employee will be granted an opportunity to join the bank immediately following his/her first year of service by contributing two (2) sick leave days. Following the first year of employment, employees will be granted one opportunity to join the bank immediately following their second, third and fourth years of employment by contributing three (3) of their accumulated sick leave days. All other employees will be granted the opportunity to join the bank upon the contribution of three (3) of their accumulated sick leave days until June 30, 2005.
- (d) Use of days from the bank shall be administered by a joint committee consisting of two CSEA designated representatives and two District representatives. The committee shall develop an application form for the use of any bank days by contributing members. Action taken by the committee with regard to any application for the use of bank days shall be final and not subject to the grievance procedure.
- (e) Use of days from the sick leave bank shall be limited to verified instances of serious personal illness or injuries. To be eligible for use of bank days, the employee:
 1. must be a contributing member to the bank;
 2. must first utilize all available leave credits including sick leave;
 3. must have demonstrated prudent use of sick time during course of employment.
- (f) the maximum number of days a contributing member may be eligible to request is 50 in any one occurrence or 100 days over lifetime of employment.
- (g) Bank Renewal. Unused bank days shall carry forward from year to year.

Section 4.3 Personal Leave

- 4.3.1 All employees shall be granted two (2) days personal leave pay per year. Personal leave is non-cumulative and may only be used to conduct personal business that can only be transacted during the normal work day or in the case of emergency.

- 4.3.2 Requests for personal leave must be made in writing to the immediate supervisor at least two (2) days prior to the leave and must state the specific reason for the leave. Personal leave will not be granted to extend a holiday or vacation.
- 4.3.3 Unused personal days shall be added to accumulated sick leave.

Section 4.4 Bereavement Leave

- 4.4.1 Employees who are scheduled to work at least ten (10) months per year, six (6) or more hours per day, five (5) days per week, shall be granted a leave with pay not to exceed five (5) days for bereavement upon the death of spouse, a child, mother, father, sibling, parent of spouse, brother-in-law, sister-in-law or step parent. These employees shall also be eligible for three (3) days of paid bereavement for the death of grandparents of the employee or the employee's spouse, grandchildren of the employee or the employee's spouse, or a more distant relative of the employee or the employee's spouse, if a resident in the employee's home. Following the third (3rd) anniversary of continuous employment by the District, part-time employees shall be eligible for the benefits in this section regardless of number of hours worked per day.

Section 4.5 Worker's Compensation

- 4.5.1 If an employee is absent from work due to an injury arising out of and in the course of his/her employment, and if the absence is covered by Worker's Compensation Benefits, he/she shall receive his/her full salary and assign his/her Workmen's Compensation Benefits to the Board. Said absence shall not be deducted from the employee's accumulated sick leave allowance. The Board will continue to make such payments and the employee shall continue to accrue benefits during the period involved.

Section 4.6 Jury Duty

- 4.6.1 All employees who are required to report for jury duty shall be paid their full salary; they shall, however, assign to the Board all fees, except those sums received as reimbursement for actual expenses, such as mileage, meals, lodging and the like.
- 4.6.2 When an employee is called for jury duty and required to serve on a jury he/she shall: (a) notify his/her immediate supervisor at least five (5) days before the employee is required to report for jury duty, and (b) return to his/her immediate supervisor a completed form certified by the Court Clerk.
- 4.6.3 It is understood that an employee on second or third shift who reports to work following jury duty provided there are work hours left in his/her shift shall receive their regular day's pay and shall be allowed to retain their jury duty pay. An employee employed on the second or third shift who does not have any hours of work left in his/her work day or

who does not report to work following jury duty shall assign their jury duty pay to the District and shall receive his/her full salary as provided in the first paragraph of this section.

- 4.6.4 Employees on first shift shall report back to work when they are released from responsibility of jury duty provided at least one-half of their shift has not been completed. First shift employees shall be paid in accordance with the first paragraph of this section.

Section 4.7 Leaves of Absence

- 4.7.1 Paid leaves of absence are granted at the sole discretion of the Board of Education upon application.
- 4.7.2 Non-paid leaves of absence may be granted by the Superintendent.

Section 4.8 Child Care Leave

- 4.8.1 A child care leave of absence without pay may be granted upon request to employees with permanent appointments for a period not to exceed twelve (12) months. One extension not to exceed twelve (12) months may be approved provided the employee requests such extension at least sixty (60) days in advance of his intended date of return. Benefits do not continue or accrue during child care leave.
- 4.8.2 A child care leave request must be given in writing to the Superintendent of Schools not later than 45 calendar days prior to the beginning date of the requested leave of absence. At the time of such notification, the employee must state his/her intention in regard to the total length of the child care leave.
- 4.8.3 If an employee does not wish to use her accumulated sick leave for periods of disability occasioned by pregnancy or childbirth, she will be granted an unpaid sick leave during her disability.
- 4.8.4 The days or months the employee is on child care leave will not be counted as service for salary credits, sick leave, or other benefits based on length of service. All benefits to which the employee was entitled to at the time leave of absence commenced, including sick leave, will be restored upon return to position. An employee who returns from such leave will be paid at the rate the employee was on when the leave commenced, except that an employee having served at least 6 months (12-month employee covered in this contract) and 5 months (10-month employee covered in this contract) in the school year in which leave commenced shall be paid at the next higher rate available to the employee for the school year upon return to position.

ARTICLE V - COMPENSATION MATTERS

Section 5.1 Wage Rates, Annual Hours and Salaries

5.1.1 Annual salaries and bi-weekly pay shall be calculated based upon the guide-lines contained in this Section and by applying the following percentage increases to each employee's base wage rate existing on June 30, 2003:

- (a) July 1, 2003 to June 30, 2004 - 4 percent
- (b) July 1, 2004 to June 30, 2005 - 4 percent
- (c) July 1, 2005 to June 30, 2006 - 4 percent
- (d) July 1, 2006 to June 30, 2007 - 4 percent

These wage rates shall become effective on the first day of July annually for their respective school years. New employees will be paid on the following wage rate scales at the rates reflected in Appendix A to this Agreement:

<u>Scale</u>	<u>Positions</u>
1	Cafeteria and Bus Monitors
2	Courier and Bus Driver
3	Instructional Associates
4	Cleaners
5	Typist/Instructional Associates and Library Media Clerks
6	Laborers and School Security Officer
7	Typists, Account Clerks, Duplicating Machine Operators and Media Associates
8	Custodians and Grounds Persons
9	Sr. Typists, Account Clerk Typists, Building Maintenance Person and Payroll Clerks
10	Head Custodians, General Repair Person and Head Grounds Person
11	Micro-Computer Coordinators
12	School Registered Nurses

5.1.2 Placement on Starting Hourly Rate Schedule. Initial placement on the hourly rate schedule in Appendix A of this Agreement shall be at the discretion of the District. Thereafter, on July 1st following completion of their probationary periods, employees shall annually receive the increases for the years indicated in paragraph 5.1.1 of this Agreement. Placement above the minimum rate may be granted at the time of hire for experience, education or possession of skills beyond minimum requirements. Said placement may not result in a new employee being paid more than a more senior employee in the same job title.

5.1.3 Calculation of Annual Salary. Annual salaries shall be calculated for all full-time and/or full year employees as follows:

- Hourly rate times annual hours
- Hourly rate equals scheduled rate, plus longevity percent, plus staff development rate.

Part-time employees shall be paid on an hourly basis in accordance with hours worked.

Section 5.2 Promotional Pay

5.2.1 If an employee is promoted to a higher paying classification, (s)he shall receive at least a \$0.50 raise.

Section 5.3 Longevity Pay

5.3.1 In addition to the rates paid in accordance with Section 5.1 of this Agreement, employees with 10 or more years of service in the District shall receive additional hourly compensation equal to a percentage of their wage as follows:

Years of Service	Percentage
10-15	1%
16-20	2%
21+	3%

Section 5.4 Overtime Pay and Holiday Pay

5.4.1 Employees will be compensated at the rate of one and one-half (1.5) times their scheduled hourly rate for all hours worked over 40 hours per week. Compensatory time may be authorized in lieu of overtime or holiday pay as follows:

- If the employee’s administrative supervisor approves, an employee may elect to take compensatory time-and-a-half rather than overtime pay. However, such option must be exercised within each quarter of the year.
- Employees and their supervisors may agree to allow an employee to exchange up to two (2) hours of their regular shift for additional hours within their pay week.

5.4.2 All paid leave shall be considered time worked in the computation of overtime, excluding sick leave.

5.4.3 All work performed on a paid holiday shall be compensated at the employee's regular rate of pay plus an additional hour and one-half's pay for all hours worked.

- 5.4.4. Employees serving in the title of School Security Officer shall have exclusive rights to overtime assignments for athletic events, dances, lockins, etc. Roaming security for school grounds (outside) shall be assigned to employees in the Operations & Maintenance Department.

Section 5.5 Minimum Report Pay

- 5.5.1 An employee who is called into work shall receive two (2) hours pay at the applicable straight or overtime rate. The above call-in provision shall be effective between the end of the employee's regular shift on a work day until the beginning of the employee's next regular shift on his/her next work day. The call-in provision as stated renews itself each time an employee is called in to work. This call-in provision shall only apply to hours of work which are non-contiguous to the employee's regular shift hours. If an employee works beyond the two (2) hour call-in time set forth herein, the employee shall continue to be paid for all such hours or part thereof worked at the straight or overtime rate whichever is applicable.
- 5.5.2 Unit employees who volunteer to serve on building planning teams, the Partnership, The District Coordinating Committee, or support service planning teams shall be provided release time or extra pay for serving on same. Minimum report times as contained in this Section of the Agreement between the parties shall not pertain to such volunteer service.
- 5.5.3 With respect to the Breakfast Program, notwithstanding Section 5.5.1 of this Agreement, the District may employ Breakfast Program cafeteria monitors for minimum report times of one (1) hour rather than two (2) hours. However, when employing monitors for the Breakfast Program preference will be given to currently employed monitors. The District shall post such positions. Before filling said positions with volunteers or other persons, the District shall select a current monitor in accordance with Section 3.1 of the parties' Agreement.

Section 5.6 Working in a Higher Classification

- 5.6.1 If an employee works in a higher classification for three (3) consecutive days, at the beginning of the fourth (4th) day, he/she shall receive additional compensation reflecting the difference between the minimum rates for the two positions or fifty (50) cents per hour, whichever is higher. Except, in the case where an employee is designated to replace the Director of Facilities, s/he shall receive a differential of \$1.00 per hour effective on the first day
- A. Employees working in a higher classification as a result of a Capital Project shall be paid a differential in accordance with Section 5.6 of this Agreement from the first day of said work; and
- B. Persons hired on a temporary basis as a result of a Capital Project shall not be subject to benefits contained in Article IV, Leave of Absence, or Article VI,

Employee Benefits, of the Agreement between the parties, nor shall they have seniority or recall rights upon termination of their employment.

Section 5.7 Pay Differentials

- 5.7.1 **Service as a Substitute Teacher.** Instructional Associates required to substitute for a teacher for periods greater than one-half hour shall be compensated for said service at their hourly rate of pay plus two (\$2.00) dollars per hour. The District agrees not to assign clerical personnel to substitute teach, except in the case of an emergency. In such cases, clerical personnel shall be paid in accordance with this paragraph.
- 5.7.2 **Service as a Lead Cleaner.** Cleaners assigned by the Director of Facilities to the role of Lead cleaner shall perform duties assigned and receive additional hourly compensation as follows:
- | | |
|---------------|----------|
| NEC Center | 20 cents |
| Elementary | 20 cents |
| Middle School | 50 cents |
| High School | 40 cents |
- 5.7.3 **Workweeks Including Saturday, Sunday or Night Shift.**
- a. **Saturday or Sunday Workweek.** Any employee whose regular workweek (including vacation, if any) includes a Saturday or Sunday shall receive an hourly premium of 6.5% of his or her regular hourly rate for each such week.
 - b. **Night Shift Workweek.** Employees whose workweeks include a night shift shall receive an hourly premium of 5% on their scheduled hourly rates.
- 5.7.4 **Asbestos Work.** All asbestos related operations and maintenance procedure shall be performed by appropriately trained District personnel. Employees assigned to do asbestos related work shall be paid an additional \$5.00 per hour for those hours worked. The District guarantees a minimum of one (1) hour of applicable premium pay for such work. If in any pay period that an employee does asbestos work and is in placed in an overtime situation as a result, he/she shall be paid overtime at his/her asbestos rate. However, overtime for purpose of regularly scheduled building checks will be compensated at the employee's normal overtime rate.
- 5.7.5 **General Repair Person.** A stipend of 5% on the adjusted base rate (prior to longevity) shall be paid to the General Repair Person on all regularly scheduled hours, provided said General Repair Person is required to regularly perform work, such as computer monitoring of heating systems, after regularly scheduled hours.

Section 5.8 Mileage

- 5.8.1 Employees using their own car for authorized school business shall be compensated at the then current IRS mileage rate.
- 5.8.2 Custodial personnel in charge of the buildings will submit a monthly claim for mileage for the purpose of emergency inspection of their buildings as specified in Section [3.13.2] and for weekend inspections as required under the direction of the Manager of Maintenance, Grounds & Custodial Services. Whenever an employee is not scheduled to work regular or overtime hours, but is called in by the District, the employee will be paid mileage to and from his/her home. Mileage claims will be paid for the round trip distance from home or 27 miles, whichever is less.

Section 5.9 Payroll Matters

- 5.9.1 Employees are to be paid in accordance with the District's regularly established payroll schedule. Pay periods will run from 12:00 a.m. Monday through 11:59 p.m. Sunday. Instructional Associates will have their pay annualized over 21 pay periods.
- 5.9.2 CSEA shall encourage all unit members to direct deposit their paychecks.

Section 5.10 Long-term Substitutes

- 5.10.1 After substituting in the same job title for a period of sixty (60) days, a per diem substitute shall be paid at the starting hourly rate of the appropriate wage rate scale without benefit of any other clause of this Agreement. Long-term substitutes shall be required to pay an agency fee.
- 5.11 Out of Title Pay. Employees who are assigned to work out of their title on a daily basis may do so as long as the out of title work does not exceed 50% of their normal work day. Employees so assigned shall be paid for the hours worked out-of-title at a rate equal to the starting rate for the out-of-title position reflected in Appendix A of this Agreement plus 3% thereof for each complete year the employee has been with the District to a maximum of ten (10) years. Said out-of-title hours shall also include applicable staff development and longevity.

ARTICLE VI -EMPLOYEE BENEFITS

Section 6.1 Holidays

- 6.1.1 There will be twelve (12) paid holidays per year. They shall include:

New Year's Day
Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

An additional day will be added to the Memorial Day Holiday whenever the District projects that teacher attendance will equal or exceed 183 days.

Independence Day

Labor Day

Veterans Day

Thanksgiving Day and the day following

Christmas Day and one additional day scheduled on a date mutually agreed upon by the parties.

If one of these days falls on a Saturday or Sunday, the parties shall agree upon an other date when the holiday shall be observed.

- 6.1.2 Employees shall be paid for all holidays in 6.1.1 falling between the first and last day of their work years if they:
- (a) work more than four (4) hours per day, five (5) days per week, year round;
 - (b) work five (5) or more hours per day, five (5) days per week, ten (10) months per year; or
 - (c) work six (6) or more hours per day for the student calendar.

Notwithstanding the foregoing, any employee eligible for holiday pay in 1989-90 shall continue to be eligible for holiday pay unless said employee voluntarily accepts a reduction in hours from his/her 1989-90 level.

- 6.1.3 Employees working four (4) hours or less are to receive Good Friday, Thanksgiving, the Day After Thanksgiving, Christmas, and a second day at Christmas time as paid holidays.

Section 6.2 Staff Development

- 6.2.1 Upon the approval of the Superintendent of Schools, or designee an employee may receive compensation for mentoring students, college course work, workshops on company time and workshops on own time in accordance with this section.
- 6.2.2 From time to time, the District may with the prior approval of the Superintendent or designee assign students to work with unit members to develop specific knowledge, skills and attitudes. It shall be the District's responsibility to communicate said knowledge skills and attitudes to the mentor and to obtain feedback from the mentor on the student's progress. Employees who volunteer to serve as mentors to such students shall be rewarded for serving in a mentorship role over student apprentices by receiving an additional \$1.00 per hour over and above their scheduled wage rate for each hour the apprentice serves with mentor. Furthermore, for every 350 hours of service as a mentor

employees shall receive an additional \$.10 per hour over and above his/her wage rate for a period of five (5) years. Employees who agree to share responsibility for an intern, shall share rewards in proportion to their share of mentoring hours. No employee shall suffer a reduction in hours or lose his job as a result of the mentoring program.

- 6.2.3 If an employee successfully completes a college course with a grade of "C" or better in a job or promotional related area, as approved by the Superintendent or designee in advance, then the employee shall receive a salary increase of \$.10 per hour for a period of five years.
- 6.2.4 For every 50 hours of paid inservice training, approved by the Superintendent or designee in advance, the employee shall receive a salary increase of \$.10 per hour for a period of five years.
- 6.2.5 For every 25 hours of unpaid training, approved by the Superintendent or designee in advance, other than college courses covered by paragraph 6.2.3 herein, the employee shall receive a salary increase of \$.10 per hour for a period of five (5) years. (These unpaid hours may be multiplied by 2 and added to paid hours to qualify for a \$.10 per hour increase after a total 50 combined hours of training.)
- 6.2.6 The maximum hourly rate increase that will be paid for continuing education in accordance with paragraphs 6.2.3, 6.2.4 and 6.2.5 shall be \$.60 per hour. The provisions in this section shall be retroactive to September 1, 1995.
- 6.2.7 Hourly rates will be adjusted quarterly (January 1st, April 1st, July 1st and October 1st) in accordance with this section.

Section 6.3 Vacations

- 6.3.1 On July 1st annually, twelve-month employees who have worked a full year and completed their probationary term shall be entitled to two (2) weeks of paid vacations. Otherwise, the above employees shall be entitled to a pro-rata share of the two weeks.
- 6.3.2 Twelve month custodial and 1950 hour clerical employees shall be entitled to a third week of vacation on the July 1st following their sixth (6th) anniversary and a fourth week of vacation on the July 1st following their twelfth (12th) anniversary.
- 6.3.3 Twelve month traditional clerical employees shall be eligible for a third (3rd) week of paid vacation on July 1st following their ninth (9th) anniversary of employment.
- 6.3.4 Employees are to submit their vacation requests to their immediate supervisor for approval by May 31st in advance of the vacation year. At least one week of each employee's vacation entitlement should be scheduled for the summer months.

- 6.3.5 The employee's personal preference will be taken into consideration as much as practicable. Where there is a conflict in choice of vacation time between or among employees, the employee with the greatest seniority shall prevail.
- 6.3.6 No vacation shall accumulate while an employee is absent on leave without pay, or under a disciplinary punishment involving loss of work time.
- 6.3.7 Vacation time shall not accrue from one year to the next without the written permission of the Superintendent of Schools.

Section 6.4 Health Insurance

6.4.1 Plans and Eligibility. The District shall offer two health insurance options to employees:

- A. Choice Plan, Traditional Blue POS 298 through the Orleans-Niagara Health Consortium plus participation in the Flexible Benefit Plan; or
- B. Plan 57 through the Orleans Niagara Health Consortium plus participation in the Flexible Benefit Plan.

6.4.2 Plan Descriptions

- A. Choice Plan, Traditional Blue POS 298
This plan shall be the same as the Blue Cross/Blue Shield Community Blue I plan with riders:
BR 3 - Extended Medical Care
BR 14 - Mental Health Rider
C7 - Dependent Students to Age 23

\$3.00 co-pay for prescriptions written by a participating provider and
\$5.00 co-pay for prescriptions written by a non-participating provider.
- B. Plan 57
This plan shall be comprised of the Orleans-Niagara BOCES Wholehealth Plan including:
 1. \$150 Single/\$300 Family Deductible for outpatient medical;
 2. After the above deductible, employees shall be responsible for a co-payment equal to 20% of the next \$750/Single or \$1,500 Family. The health insurance plan shall pay 80% of those outpatient expenses after the deductible is met.
 3. \$0.00 co-pay for Generic prescriptions, \$5.00 co-pay for brand name prescription (Prescription plans include contraceptives);
 4. Riders:
Hospice
Managed Care
Rider 8 Dependent to age 23

Rider 18 Well Baby Care
Rider 35 Outpatient Psychiatric

C. Flexible Benefit Plan:

The flexible spending account consists of pre-tax employee dollars dedicated to pay the following expenses on a calendar year basis:

- Employer-sponsored health insurance premiums;
- Unreimbursed medical care expenses; and
- Dependent care expenses.

Effective July 1, 2004, the District shall contribute to full-time eligible employees, \$250.00 for single coverage; \$500.00 for couple coverage; and \$540.00 for family coverage. All employees shall have the right to contribute pretax dollars to a flex plan.

6.4.3 Funding

A. For full-time employees who work a minimum of 10 months per year six or more hours per day. The District shall fully fund the "Choice Plan" described in paragraph 6.4.2A. The District will provide an employee coverage under "Plan 57", as described in paragraph 6.4.2 B hereof, provided the employee pays the difference in premium cost between that Plan and the Choice Plan, as described in paragraph 6.4.2.A hereof.

B. For all employees working at least ten (10) months per year and at least four (4) hours per day, the District shall pay fifty percent (50%) of the Choice Plan premium.

6.4.4 Duplicate Health Insurance.

A. This agreement prohibits an employee from enrolling in any health insurance plan if an employee or the employee's spouse or dependents are covered by any one of the following three areas:

- Any of the following three HMO's (Community Blue, Independent Health, or Health Care Plan) which covers the employee, the employee's spouse, or the employee's dependents.

NOTE: If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the District's plan. All other situations not covered by this language shall be considered on a case-by-case basis.

- Where a husband and wife are both employed by this District, only one health plan for the family will be provided by this District.
- Where the employee or the employee's spouse elects health coverage with another employer which provides equal or better benefits as compared to the District's plan.

B. Waiver Amounts. Employees eligible for a health insurance plan which is fully funded by the District and not receiving health insurance for one full fiscal year shall receive an annual gross amount (or 1/12 of the applicable waiver sum for each full calendar month health insurance is waived) of:

1) \$2,100 for waiver of the family plan

-OR-

2) \$1,000 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the District).

6.4.5 Right of Re-entry to District Health Program

Every employee barred from enrollment in the District's group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or re-enter the District's plan if the disqualifying circumstances noted above are removed and the employee gives the District written notice of same. The exact date of coverage shall follow the date of written notice to the District and will be determined by the carrier. The District reserves the right to verify such notice. Re-entry shall be subject to the rules and regulations of the carrier.

6.4.6 Health Insurance for Retired Employees

Retired employees shall be eligible to continue group health insurance upon payment of premium to the District five (5) days prior to the first of the month in which the premium is due.

6.4.7 Health Insurance for Employees Absent on Ordinary Disability

Employees absent for ordinary disability for periods up to one year shall continue to be covered by health insurance for said period or until such time as they are terminated by Board of Education action. Any employee who has twenty (20) or more years of service with the District and who is eligible for an ordinary disability retirement shall be granted continuation of his/her health insurance benefit for a period of one (1) year from the time of said eligibility and the right to return to his/her position with restoration of all pay and benefits for a period of one(1) year. Furthermore, the employee so eligible shall have the right to return to any vacant position for a period of up to four (4) years after the above referenced benefits expire. During the period of continued health insurance benefits, the District may employ a replacement employee at the substitute rate of pay.

Section 6.5 Retirement Benefits

- 6.5.1 The Board shall make available to all eligible employees the twenty (20) year career non-contributory retirement plan (75i) of the New York State Employees' Retirement System. Present members of the system may elect to continue their own contributions in accordance with New York State Law and Regulations of the Retirement System. The employer shall provide the benefits of Section 41j of the New York State Retirement and Social Security Law for each employee covered under this contract.
- 6.5.2 All new employees in positions having a Civil Service Classification of Competitive or Non-Competitive must become members of the New York State Employees' Retirement System. Employees in other classifications may elect whether they wish to join the retirement system. Membership in the retirement system also requires Social Security membership.
- 6.5.3 Full-time employees who retire from the Newfane Central School District under the New York State Employees' Retirement System plan shall be entitled to receive credit toward group health insurance premiums (including District contribution toward Flexible spending account) for accumulated sick leave. The amount contributed by the District shall be calculated as follows, but shall not exceed 100%.

$$\frac{\# \text{ Unused Sick } \times 100}{205} =$$

Percent of Contribution
paid by the District until the
employee reaches age 70

Notwithstanding the foregoing, full-time employees who work less than 1950 hours per year shall have this benefit pro-rated by an amount equal to their annual hours divided by 1950.

Effective June 29, 2003, in the case of twelve month clerical employees hired prior to January 1, 1997, this benefit will be prorated by an amount equal to 1950 hours less the hours not worked by them during the Christmas and Spring recesses.

In the event of the retiree's death, this benefit shall transfer to the surviving spouse. The coverage provided shall be the coverage which is in effect for the unit at such time as the employee retires.

- 6.5.4 In the event of the employee's death, any remaining benefits accruing to the employee under this provision will be transferred to the surviving spouse. If the employee is under age 55 at the time of death, unused sick leave benefits shall be transferred to the spouse.
- 6.5.5 Employees who are at least 62 years of age and who leave the District and have at least ten (10) or more years of service and who are not members of the NYS Employees Retirement System shall receive upon resignation a lump sum payment equal to their accumulated sick leave less thirty days (30). To take advantage of the benefits of this paragraph, employees so eligible must submit a letter of resignation not later than April 1st of the school year preceding their resignation date.

- 6.5.6 At retirement, if an employee had once accumulated at least 200 sick days, but due to an extended or serious personal accident or illness had to use enough days so that the remaining accumulated sick days fell below 150, the District shall credit the employee with the number of days to restore the numerator in paragraph 6.5.3 to 150 days. An extended or serious personal illness or accident shall be defined mutually by the Superintendent and the Association President.

Section 6.6 Licenses

- 6.6.1 Employees required to maintain certain licenses in order to perform assigned duties shall have fees associated with same paid by the District.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1 Declaration of Purpose

- 7.1.1 The District and the Association have established the following grievance procedure as a means by which the parties and employees can resolve grievances without resorting to more costly and time-consuming proceedings before administrative agencies and/or the courts. Both parties hereby declare their intent to resolve grievances as quickly as practicable in accordance with this procedure.

Section 7.2 Definitions

- 7.2.1 As used in this Article VII:

- (1) "Grievance" means a claim by an employee that this Agreement has been violated.
- (2) "Grievant" means the employee who is aggrieved and who submits the grievance.
- (3) "Supervisor" means the administrator responsible for the area in which the grievance arises, normally the Director of Facilities, School Business Administrator, or the Building Principal. If the grievant does not know who is the responsible administrator, he/she shall contact the Superintendent who will designate the appropriate administrator to receive the grievance.
- (4) "Day" means any calendar day (except a Saturday, Sunday or holiday) when employees are required to be in attendance.

- (5) "Representative" means an employee designated by the Association to represent the grievant.
- (6) "Grievance Chairman" means the Association President or designee.

Section 7.3 Procedure

- 7.3.1. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed settled by the answer given at the preceding stage and further appeal under this Agreement shall be barred.
- 7.3.2 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his representative and/or grievance chairman (when stipulated) within the specified time limits shall permit the logging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 7.3.3 The Superintendent or designee shall be responsible for accumulating and maintaining an Official Grievance Record.
- 7.3.4 All grievances shall be submitted on the Grievance Form appended to this Agreement at Appendix E. Any grievance not submitted in proper form shall be returned to the grievant by the supervisor within twenty-four (24) hours.
- 7.3.5 All responsible effort will be made to avoid interruption of work activity in the preparation and processing of grievances, insofar as practicable.
- 7.3.6 Stage 1
 - (1) An employee having a grievance will discuss it with his supervisor, either alone or with a representative, with the objective of resolving the matter informally. If the grievance is not re-solved informally, it shall be reduced to writing and presented to the supervisor not later than the fifteenth (15th) day after the day of the occurrence out of which the grievance arises. Within five (5) days after receiving the written grievance, the supervisor shall answer in writing to the grievant.
- 7.3.7 Stage 2
 - (1) If the grievant is not satisfied with the written answer at Stage 1, he shall present the grievance to the Association's Grievance Chairperson for consideration.
 - (2) If the Grievance Chairperson determines that the grievant has a meritorious grievance, then she will file written appeal on the written answer at Stage 1 with the Superintendent within ten (10) days after the grievant received the written

answer. A copy of the written answer at Stage 1 shall be submitted with the appeal.

- (3) Within ten (10) days after receipt of the appeal, the Superintendent or his/her designee shall meet with the grievant and his representative(s), if any, to discuss the grievance.
- (4) The Superintendent or designee shall give a writ-ten answer to the grievant and the Grievance Committee chairman within five (5) days after the meeting.

7.3.8 Stage 3

- (1) If the Grievance Chairperson and the grievant are not satisfied with the answer at Stage 2, the grievance chairman will file a written appeal with the Superintendent within ten (10) days after the grievant received the Stage 2 answer.
- (2) Within ten (10) days after the next regular meeting of the Board of Education following receipt by the Superintendent of the appeal, one or more members of the Board (designated by its president for the purpose) shall meet with the grievant, the Grievance Chairman, the Superintendent and such other persons as the Superintendent or the grievant shall request, to discuss the grievance.
- (3) Within ten (10) days after the next regular Board meeting following the grievance meeting required by Sub-paragraph (2) above, the Board shall give to the grievant, the Grievance chairman and the Superintendent its written answer to the grievance.

7.3.9 Stage 4

- (1) If the Grievance Chairperson and the grievant are not satisfied with the Stage 3 answer, the Grievance Chairman or his representative, not later than the tenth (10th) day after the day on which he received the Board's answer, shall send to the American Arbitration Association ("AAA") a completed "Demand for Arbitration" form and deliver a copy thereof to the office of the Superintendent. The demand shall specifically request that the AAA furnish a list of twenty (20) names of arbitrators.
- (2) No more than one grievance at a time may be submitted to the same arbitrator unless the parties consent to the submission of multiple grievances in a dated writing signed by their authorized representatives.
- (3) Not later than the tenth (10th) day after the day on which a party receives its copy of the list of arbitrators, it shall return the list to the AAA with all names unacceptable to it crossed off and the remaining names numbered in order of the party's preference. The AAA shall then appoint the arbitrator most preferred by the parties. If the AAA finds that no mutual choice has been made from the first

list, it shall submit a second list of twenty (20) names and the foregoing procedure shall be repeated. If the AAA finds that no mutual choice has been made from the second list, the AAA shall appoint another arbitrator of its own choosing.

- (4) The arbitration shall be held in accordance with the Voluntary Labor Arbitration Rules of the AAA as amended and in effect on the execution date of this Agreement to the extent such Rules are consistent with this Agreement.
- (5) The decision of the arbitrator shall be final and binding on the grievant and the parties. The arbitrator shall have power to determine whether this Agreement has been violated as alleged in the grievance and to determine whether steps shall be taken to correct a violation, but he shall have no power to add to, subtract from or otherwise modify any provision of this Agreement.
- (6) If a grievance is appealed to arbitration pursuant to this Paragraph 7.3.9, such appeal shall constitute a waiver by the grievant and the Association of any and all rights which he and it may have petition any remedy for the subject matter of the grievance before any other body, whether executive, legislative, or judicial. If the subject matter of the grievance has already been appealed to any executive, legislative or judicial body not part of the District, it may not be appealed to arbitration pursuant to this Paragraph 7.3.9.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2004.

FOR THE DISTRICT

FOR THE ASSOCIATION

Superintendent of Schools

CSEA President

Chief Negotiator

Chief Negotiator

APPROVED BY THE BOARD OF EDUCATION

At a Meeting held on _____, 2004.

Signature of Board President _____

APPENDIX A **STARTING HOURLY RATE SCHEDULE**

Scale	Title	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007
			4%	4%	4%	4%
1	Cafeteria and Bus Monitors	7.76	8.07	8.39	8.73	9.08
2	Courier and Bus Driver	8.86	9.21	9.58	9.96	10.36
3	Instructional Associates	9.07	9.43	9.81	10.20	10.61
4	Cleaners	10.00	10.40	10.82	11.25	11.70
5	Instructional Associates and Library Media Clerks	10.10	10.50	10.92	11.36	11.81
6	Laborer and School Security Officer	10.36	10.77	11.20	11.65	12.12
7	Typists, Accounting Clerks, Duplicate Machine Operators and Media Associates	10.59	11.01	11.45	11.91	12.39
8	Custodians and Grounds Persons	11.64	12.11	12.59	13.09	13.61
9	St. Typists, Accounting Clerks, Typists, Binding Maintenance Personnel and Payroll Clerks	12.25	12.74	13.25	13.78	14.33
10	Head Custodians, General Repair Personnel and Head Grounds Person	12.76	13.27	13.80	14.35	14.92
11	Micro-Computer Coordinators	13.51	14.05	14.61	15.19	15.80
12	School Registrar or Nurse	14.94	15.54	16.16	16.81	17.48

APPENDIX B
GRIEVANCE FORM

To: _____ (Supervisor's Name)

From: _____ (Grievant's Name)

Job Title: _____

Work Location: _____

GRIEVANCE: What the District did or failed to do that the grievant(s) object to (Statement of facts, be specific): _____

Section(s) of Agreement Violated: _____

Remedy Sought: _____

Date of Occurrence: _____

Stage 1 - Immediate Supervisor

Informal Meeting Date _____ held with _____

Date Submitted in writing: _____

Grievant(s) Signature(s): _____

Date written response to Stage 1 received: _____ (Attach response and sign below, if not satisfied with Stage 1 response and if appealing to Stage 2)

Date Signature(s)

Stage 2 - Superintendent

Date Stage 1 appealed to Superintendent: _____

Date of Stage 2 Meeting: _____

Date written response to Stage 2 received: _____ (Attach response and sign below, if not satisfied with Stage 2 and if appealing to Stage 3)

Date Signature(s)

Stage 3 - Board of Education

Date Stage 2 Appealed to Board of Education: _____

Date of Meeting with Board Committee: _____

Date written response to Stage 3 received: _____ (Attach response and sign below, if not satisfied with Stage 3 and if appealing to Stage 4)

Date Signature(s)

Stage 4 - Arbitration

Date of Demand for Arbitration: _____

Date 1st List of Arbitrators Received: _____

Date Selections Returned to AAA: _____

APPENDIX CMEMORANDUM OF AGREEMENT - LAYOFF AND RECALL PROCEDURES

It is hereby agreed by and between the Newfane Central School District (“District”) and Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, Newfane Central School Unit, Local #872 (“CSEA”) that, notwithstanding anything to the contrary appearing in their current Collective Negotiations Agreement, the following layoff and recall procedures will apply to the noncompetitive and labor class employees of the District represented by the CSEA.

“Seniority” Defined: “Seniority” means the length of a full-time or part-time employee’s continuous service with the District from the date of his/her last hire (as indicated by the effective date in the Board’s appointment resolution). An employee while on probation does not have any seniority, but acquires seniority (retroactive to the date of his first day of work pursuant to the Board’s appointment resolution) on the day following his last day of probation.

“Continuous Service” Defined: As used herein, “continuous service” includes only those periods when an employee is on the District’s active payroll and those periods when an employee is on a paid leave of absence, holiday, or vacation. (An employee will not accrue seniority while he/she is on layoff or any unpaid leaves).

Loss of Seniority: An employee loses seniority only when one or more of the following occurs: (a) he/she resigns; (b) he/she is discharged; (c) he/she retires; (d) he/she refuses a recall to any permanent position from which he/she has been laid off, or fails to return to work within 7 consecutive days after a notice of recall has been sent to him/her by certified

mail, return receipt requested; (e) he/she has been on layoff for a continuous period in excess of four (4) years.

Order of Layoff - Temporary Probationary and Part-Time Employees: No full-time or part-time employee will be laid off until all temporary and probationary employees in the laid off employee's job title are laid off; provided, however, that the District need not lay off any temporary employee whose position is funded by the state or federal governments.

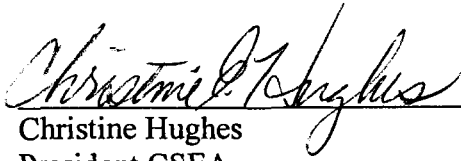
Order of Layoff - Other Employees: Should the District determine layoffs to be necessary within a job title, the employee with the least seniority within that job title will be the first to be laid off until the total number of employees determined by the District as necessary to decrease forces within that job title shall be established. Having exhausted his/her seniority in a job title, a laid off employee may exercise his/her seniority to displace an employee with less seniority in another job title the employee held, provided that laid off employee is qualified to perform the work on the other job title within a 14-day qualification period after the laid off employee assumes the other job title. A laid off employee who exercises his/her seniority as provided by this paragraph to move to another job title that he/she held will be paid at the rate of pay in the other job title that he/she would have been paid had he/she held the other job title continuously to the date of his/her layoff.

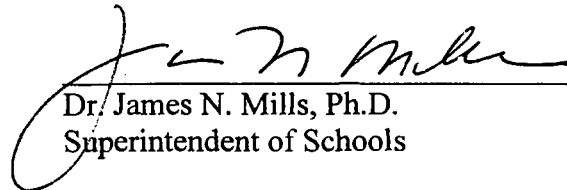
Recall: When the District determines to recall employees from layoff, the laid off employee with the most seniority in the job title to which recall is being made shall be recalled first. The District need not recall employees to any position other than permanent full-time and part-time positions.

In witness to all the foregoing, the duly authorized representatives of the parties have signed their names below on the dates indicated:

CSEA

DISTRICT


Christine Hughes
President CSEA


Dr. James N. Mills, Ph.D.
Superintendent of Schools

1/20/05
Dated

1/19/05
Dated

