



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Tupper Lake Central School District and Tupper Lake Non-Instructional Unit 6852, CSEA Local 1000, AFSCME, AFL-CIO, Franklin County Local 817 (2009)**

Employer Name: **Tupper Lake Central School District**

Union: **Tupper Lake Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **Franklin County Local 817, 1000**

Effective Date: **07/01/2009**

Expiration Date: **06/30/2012**

PERB ID Number: **6340**

Unit Size: **68**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN 16340

TUPPER LAKE CENTRAL SCHOOL

BOARD OF EDUCATION

and

**CSEA Inc., Local 1000
AFSCME AFL-CIO**

NEGOTIATED AGREEMENT

July 1, 2009 - June 30, 2012

68
Employees

Table of Contents

Article 1 - Recognition	1
Article 2 - Philosophy	1
Article 3 - Principles	1
<i>Section 1. Noncertified Personnel</i>	<i>1</i>
<i>Section 2. Noncertified Personnel Participation</i>	<i>1</i>
Article 4 - Employee Evaluation	1
Article 5 - Dues Deduction	2
Article 6 - Retirement	2
Article 7 - Leave Of Absences - Full Time Employees	2
<i>Section 1. Leave for Illness or Death in the Immediate Family, and Personal Leave</i>	<i>2</i>
<i>Bereavement Leave:</i>	<i>3</i>
<i>Section 2. Sick Leave Abuse Procedures</i>	<i>4</i>
<i>Section 3. Maternity/Child Rearing Leave</i>	<i>4</i>
<i>Section 4. Jury Duty</i>	<i>5</i>
<i>Section 5. Entitled Leaves</i>	<i>5</i>
Article 8 - Health Insurance:	5
<i>Section 1: Eligibility & Rates</i>	<i>5</i>
<i>Section 2: Health Insurance at Retirement</i>	<i>6</i>
Article 9 - Dental/Optical Insurance	7
Article 10 - Worker's Compensation	7
Article 11 - Vacation Schedule	7
Article 12 - Job Opportunities	8
Article 13 - Salary Schedule Placement	8
<i>Section 1</i>	<i>8</i>
<i>Section 2</i>	<i>8</i>
<i>Section 3</i>	<i>8</i>
<i>Section 4</i>	<i>8</i>
<i>Section 5</i>	<i>8</i>
Article 14 - Longevity Increment	8
Article 15 - Transportation And Custodial Employee Agreements	9
<i>Section 1. Hours of the Work Day and Work Week</i>	<i>9</i>
<i>Section 2. Differentials</i>	<i>9</i>
<i>Section 3. Bus Driver Training Course</i>	<i>10</i>
Article 16 - School Monitors Employees Agreements	10
<i>Section 1. School Monitors as Part-Time Employees</i>	<i>10</i>
Article 17 - Cafeteria Employees Agreements	10
<i>Section 1. School Lunch Manager</i>	<i>10</i>
<i>Section 2. Other</i>	<i>10</i>
Article 18 - Office Employees Agreements	10
<i>Section 1. Hours of the Work Day and Work Week</i>	<i>10</i>
<i>Section 2. Holidays</i>	<i>11</i>
Article 19 - Teacher Aide Employees Agreements	11
<i>Section 1. Days Worked</i>	<i>11</i>

<i>Section 2. Teacher Aides as Substitute Teachers</i>	11
Article 20 - General Agreements	11
<i>Section 1. Hourly Employees and Teacher Aides</i>	11
<i>Section 2. Travel Reimbursement</i>	11
<i>Section 3. Disaster Drills</i>	12
<i>Section 4. Negotiations</i>	12
Article 21 - Salary Increase	12
Article 22 - Seniority	12
Article 23 - Overtime	12
<i>Definition</i>	12
<i>Overtime Sign-up:</i>	13
<i>Overtime Rotation:</i>	13
<i>Required Overtime:</i>	13
Article 24 - Association Use Days	13
Article 25 - Conformity To Law Saving Clause	13
Article 26 - Grievance Procedure	13
<i>Purpose:</i>	13
<i>Definitions:</i>	14
<i>Steps In Resolving A Grievance:</i>	14
<i>Arbitration</i>	15
Article 27 - Duration Of This Agreement	16
Appendix A	17
Signatures	19

Article 1 - Recognition

The Board of Education of the Tupper Lake Central School District hereby recognizes the Civil Service Employee's Association, Inc. Local 1000 AFSCME, AFL, CIO, as the official negotiating agent for the service negotiating unit which includes all secretarial, clerical, maintenance, transportation service, food service employees, teacher aides and monitors employed by the school district. The Business Manager, and Superintendent of Buildings and Grounds are excluded from this bargaining unit. Any newly created support staff positions will be in local CSEA Bargaining Unit unless otherwise negotiated or ruled by the Public Employees Relations Board (PERB).

Article 2 - Philosophy

The Board and the Association firmly believe that the primary function of the Board and its noncertified personnel is realized only when it is clearly understood that the work performed by noncertified personnel is unquestionably related to and makes a definite and positive contribution toward assuring each boy and girl attending the Tupper Lake Schools the highest level of educational opportunities obtainable. The Board and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and not only its certified personnel but its noncertified personnel as well.

Article 3 - Principles

Section 1. Noncertified Personnel

It is recognized that noncertified personnel, although not requiring the specialized qualifications of certified personnel, make a material contribution to the educational program in Tupper Lake and the maximum utilization of their abilities depends on the fact that they are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that noncertified employees have the right to join or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

Section 2. Noncertified Personnel Participation

The Board, or designated representative or representatives of the Board will meet with representatives designated by the Association for the purpose of discussing and reaching satisfactory agreements.

Article 4 - Employee Evaluation

Written evaluations will be completed annually for support staff employees. The evaluative instrument used will be produced by the Chief School Officer, or designee with input from the support staff employees. Written evaluations will be done by the immediate supervisor of each support staff employee.

Supervisors will be evaluated by the school administration. The school administration and the Chief School Officer, or designee may evaluate a support staff employee under their jurisdiction at any time.

Following the written evaluation, the evaluator will meet with the employee to discuss the contents of the evaluation. The evaluator and the employee shall sign and date the evaluation to acknowledge that they have discussed it. The employee may attach a response to the evaluation if they so desire.

The purpose of the evaluation is to assist the employee in doing his/her job effectively and to insure open communication between the supervisor and the employee regarding his/her performance.

Article 5 - Dues Deduction

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, NY 12224 on a payroll period basis. Separate deductions will be made for membership dues, Group Life, Accident and Sickness and Supplemental Life insurances and will be reflected on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, and for each insurance program.

Article 6 - Retirement

All School District employees will be afforded the opportunity to participate in the New York State Employee's Retirement System. Tier I and Tier II Employees will participate in the Non-Contributory Career Plan (Section 75-i). Tier III and Tier IV Employees will participate in the Coordinated Escalator Retirement Plan (Article 14.5). All employees (Tier I, Tier II, Tier III, and Tier IV) will participate in the benefits of Section 41-j (Application of Unused Sick Leave as Additional Service Credit Upon Retirement).

Article 7 - Leave Of Absences - Full Time Employees

Section 1. Leave for Illness or Death In the Immediate Family, and Personal Leave

1.1 Sick leave will accumulate in such a manner that at the end of each fiscal year no employee will be in a position such that pay has been deducted but credit exists for sick leave. Sick and personal days will be fractionalized, with a minimum of $\frac{1}{4}$ day, to accommodate absences of less than a full day. Employees who commence paid employment later than July 1 of any school year and employees who leave paid employment before the end of the school year will be given sick/personal leave on a pro-rate basis. Up to three times per year, with approval from their immediate supervisor and the Business Manager, unit members may leave their shift 45 minutes early, report 45 minutes late, or use up to 45 minutes during the school day for business that cannot be completed

outside of their normal shift. This time will not be deducted from sick or personal time unless the leave is for more than 45 minutes.

1.2 Unused sick leave and unused personal leave in any year will accumulate as sick leave.

1.3 Sick leave will be granted for days of illness to the employee. Sick leave will also be granted for illness or death in the family in the following cases:

- (A) Spouse or child of employee.
- (B) Parent, grandparent, guardian or grandchild of employee.
- (C) Spouse's parent or grandparent.
- (D) Brother or sister of employee and of spouse.
- (E) Others who reside in the same household as part of the family of the employee.

(Sick leave for illness of a member of the family is limited to 30 days per school year, per occurrence, for categories (A) and (E) above; and limited to 10 days per school year, per occurrence, in categories (B), (C), and (D) above.)

Bereavement Leave:

1. A maximum of 10 days per occurrence may be used for the death of any person in categories (A) and (E) above. Up to 5 days per occurrence may be used for the death of any person in the other categories. It is understood that such bereavement leave is for the sole purpose of allowing employees time off to participate personally in the services held and/or to manage the details relating to the services and burial of the deceased.

2. Bereavement leave will be charged against an employee's accumulated sick and/or personal leave.

1.4 A physician's certificate may be requested by the Chief School Officer, or designee for absences in excess of five (5) consecutive days. If the Chief School Officer, or designee has reason to believe an individual is abusing this provision, he/she may request the physician's certificate when an absence has been less than five (5) days.

1.5 Personal leave is defined as individual, private leave not associated with illness ~~or death~~. Personal leave will be granted for personal business activities. Personal leave in order to extend a vacation or holiday will not be granted on the day or days immediately preceding or immediately following any other such vacation applicable to support staff members. Arrangements for personal leave shall be made at least one week in advance except in cases of emergency. If more than two personal days in succession are required, the employee must seek approval from the Superintendent directly.

1.6 Ten and twelve month support staff employees leaving the employ of the district, for retirement or other purposes, will be reimbursed per day for each day of sick leave in excess of 165 days. For accumulated sick leave over 165

days; the employee will be reimbursed at \$50 per day. It is understood that accumulated sick leave days up to 165 will be counted toward retirement credit through the State Employees Retirement System. Employees leaving the district for reasons other than retirement will have monies paid to them directly as compensation unless they elect to have a portion of the monies placed into a 403(b) account of a Board approved provider. Upon ratification by Local CSEA #1000 membership, the Employer Non-Elective contributions shall be deposited into the endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee.

1.7 Any support staff employee who leaves school property during their working hours for reasons other than their employment will sign out with their supervisor in charge at that time, listing the time and the reason, and then sign back in when they return. Supervisors will turn in the sign out/sign in sheets to the payroll clerk each payday.

Section 2. Sick Leave Abuse Procedures

Steps:

1. If the superintendent feels a unit member has had a pattern of abuse of the sick leave provisions of the contract, he/she will meet with the employee to discuss the concern.
2. If the superintendent feels that abuse continues he/she may require the employee to obtain a doctor's note with each absence. Documentation other than a doctor's note maybe accepted with the approval of the superintendent.
3. If the superintendent feels that the abuse is continuing, he/she will write a final warning to the employee.
4. If the superintendent feels that the abuse is continuing, he/she may refer the matter to the Board of Education for discipline which may include suspension or dismissal, or to convene a Section 75 Hearing for eligible employees.

For each 24 month period that an employee does not advance to the next step, the employee will drop back one step.

Section 3. Maternity/Child Rearing Leave

Upon request, maternity/child rearing leave will be granted to any support staff employee if the age of the child is under one year. This leave is also available to any adopting parent under the same conditions. If both parents are employees of the District, either the husband or the wife may apply, not both. In cases where the child may be older than 1 year, the Board may also grant such leave upon request.

At the time the maternity/child rearing leave is requested, a beginning and ending date must be given to the Chief School Officer, or designee. The school district will allow the remainder of the school year plus the following full school year. If the employee wishes to return at an earlier or later date, arrangements may be made with the Chief School Officer, or designee.

Employees returning from maternity/child rearing leave will be assigned to their previous positions.

An employee who has worked (including paid leave) six months or more during the school year in which the leave commences shall be entitled to a salary increase for the subsequent contract year.

A pregnant employee, terminating her active employment by agreement with the Chief School Officer, or designee as herein above provided, may elect to (a) take maternity/child rearing leave without compensation, or (b) take sick leave to the extent of her entitlement of her sick leave days.

Following delivery, sick leave benefits will be paid but only during such subsequent period as her physician shall certify that she is physically disabled.

In no case will sick leave benefits be paid for days in excess of the employee's accumulated sick leave.

Section 4. Jury Duty

Employees summoned for jury duty shall be granted leave to serve, without loss of salary, personal leave or sick leave.

Section 5. Entitled Leaves

Members of the support staff are entitled to personal, sick, and accumulated sick leave in the following manner:

<u>Sick Leave</u>	<u>Personal Leave</u>	<u>Sick Leave</u>	<u>Accumulated</u>
<i>Part-time employees*</i>	<i>2 days</i>	<i>4 days</i>	<i>unlimited</i>
<i>Full-time 10 months</i>	<i>4 days</i>	<i>10 days</i>	<i>unlimited</i>
<i>Full-time 12 months</i>	<i>5 days</i>	<i>12 days</i>	<i>unlimited</i>

** For purposes of this article, part-time is defined as less than 30 hours per week. Part-time bus driver is defined by their regularly scheduled assigned routes.*

As of July 1, 2009, the above schedule will apply. Employees employed on or before July 1, 2009 with five years seniority or more will be grandfathered to their schedule of personal, sick, and accumulated leave as it was prior to July 1, 2009.

Article 8 - Health Insurance:

Section 1: Eligibility & Rates

The District will provide eligible support staff with a Health Insurance Program provided for through the FEH Health Benefits Consortium. This includes coverage, co-pays, deductibles, and employee contributions.

As of July 1, 2009, an employee must have a regular work schedule of at least 30 hours per week to be eligible to participate in the health insurance program.

Those employed by the district as of June 30, 2009, and were enrolled at that time in the health insurance plan, will continue in the health plan if they were full time, unless their regular work schedule drops below 20 hour per week. If that should occur, the employee will no longer be eligible to participate in the health insurance program.

Members of the unit who are eligible for family health insurance coverage from the district and whose spouse is not covered under the FEH Health Benefits Consortium, and who can provide evidence that they have health insurance coverage under a plan outside of said Consortium, may decline health insurance coverage from the district and receive \$1,500 annually. Members eligible for individual coverage who decline coverage and can provide evidence that they have health insurance coverage from a source other than the FEH Health Benefits Consortium will receive \$570 annually. Payment will be added in equal amounts to the employee's final December and final June paycheck.

Nothing contained herein shall preclude a member from re-entering the plan, however, payment for withdrawal will be pro-rated based. Employees may only enter the plan on [REDACTED] annually. Upon ratification of this agreement, unit members may initially declare their intent to withdraw from the plan by October 1, 2009. Thereafter, employees must declare by the first of the month and withdrawal will take place only on the first of any month.

Health insurance shall be provided to full-time employees covered under this agreement at the following annual cost to the employee:

	2009-2010	2010-2011	2011-2012
Single:	\$80	\$80	\$ 492
Family:	\$187.50	\$187.50	\$ 1,000
Super Family:	\$92.50	\$92.50	\$ 630

The District and CSEA agree to cap the employee contribution rates as indicated above regardless of the total cost of the plan.

Section 2: Health Insurance at Retirement

Members of this unit who retire under the Employees Retirement System or are not members of the System but would otherwise be eligible to retire if they were members, and after ten (10) years of consecutive full-time service to the district will be eligible for paid health insurance. After age 65, Medicare becomes the primary source of Health Insurance and the district's plan becomes secondary. Retired employees will be reimbursed for Medicare cost twice annually, if the District hired that employee prior to July 1, 2009. Insurance is terminated upon the death of the retiree. The surviving spouse may purchase district insurance at cost.

Full-time service is defined as at least 30 hours per week for at least 10 months per year for employees hired after July 1, 2009 and at least 20 hours per week for at least 10 months per year for employees hired prior to July 1, 2009.

If the District re-opens negotiations on health care insurance, the Association reserves the right to re-open negotiations on wages.

Article 9 - Dental/Optical Insurance

The School District will contribute \$300 for individual coverage or \$600 for dependent coverage for each employee enrolling in a dental insurance and/or optical insurance program.

Effective July 1, 2009, part-time employees will be eligible for half of the benefits of full-time employees. (Family \$300/year and Single \$150/year).

Article 10 - Worker's Compensation

The supporting staff is protected by Worker's Compensation. An employee absent from his/her position due to accident or injury covered by compensation may make the following choices:

1. He/She may receive and keep the compensation payment for days absent due to accident or injury but if so, salary will not be paid for said period and sick leave will not be accepted.
2. He/She may receive full salary for days absent due to accident or injury but if so, sick leave will be charged and compensation payment will be received by the School District.

The school district will reimburse employees for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar appurtenances not covered by worker's compensation which are damaged, destroyed or lost as a result of a work related incident, when the employee has not been personally negligent with reference to the incident. Each such case shall be subject to Board approval.

Article 11 - Vacation Schedule

Full-time 12 month employees will be granted vacation as follows:

- After one year of employment - 1 week.
- After two years of employment - 2 weeks.
- After five years of employment - 3 weeks.
- After fifteen years of employment - 4 weeks.
- After twenty years of employment - 5 weeks.
- After thirty years of employment - 6 weeks.

Previous full-time and previous part-time service (pro-rated to equivalent full-time service) will be utilized to determine vacation entitlement.

The first two weeks of vacation time must be taken during the summer months. The decision as to when vacation time will be taken is left to the discretion of the employee's immediate supervisor. Final approval rests with the Chief School Officer, or designee.

Article 12 - Job Opportunities

Positions within the support staff unit will be posted for a minimum of five (5) working days. Present employees are hereby granted the privilege of applying for and being interviewed for job opportunities for which they qualify before applicants not employed by the school district.

Assessment of individual applicants is the right and responsibility of the employer and not subject to the provisions of the grievance procedure.

In the event of a position title change or a newly created position, the Union President and a support staff representative will meet with the Superintendent to submit input into the development of the job description.

Article 13 - Salary Schedule Placement

Section 1

All new employees will be paid according to the starting salary for their designated position in this negotiated agreement.

Section 2

New employees, initially employed on/before February 1 of any year, will be eligible for a salary increase as of July 1. New employees, initially employed after February 1 of any year, will not be eligible for a salary increase until July 1 of the year succeeding their initial employment date.

Section 3

Any employee who works (including paid leave) six months or more during the contract year shall be entitled to a salary increase for the subsequent contract year.

Section 4

Any employee who moves from one position classification to another will be entitled to his/her original salary plus or minus the difference in starting salaries of the two positions.

Section 5

A diligent effort shall be made to regularly pay employees on a biweekly basis. During the period between fiscal years, the pay shall not exceed 21 days or such time when it may be necessary to comply with controlling regulations.

Article 14 - Longevity Increment

Each employee with ten (10) or more years of full-time service in the district after July 1, 2009 shall be eligible to elect to receive a longevity increment of \$1,000 per year to be payable for one year only. Likewise, employees who reach 20 years of full-time service after July 1, 2009 will receive a \$1,000 longevity payment. Employees who reach 30 years of full-time service after July 1, 2009 will receive a \$1,000 longevity payment. In every case, such raise shall be payable in the school year following the date the employee files a

written request with the Chief School Officer, or designee to elect to receive such longevity increment, or immediately, at the Board's option. For any year following the year in which such increment of \$1,000 was paid, the salary of such employee shall be computer excluding such increment of \$1,000.

Article 15 - Transportation And Custodial Employee Agreements

Section 1. Hours of the Work Day and Work Week

1.1 The work week for full time employees will be 8 hours per day, as assigned by the Chief School Officer, or designee, for the entire calendar year.

1.2 If a Legal Holiday occurs during a workweek, employees referred to herein will be excused from work. Time credit for the holiday will be granted toward completion of the full workweek.

1.3 Transportation and custodial employees will be entitled to the following paid holidays:

July 4	Christmas
Labor Day	New Year's
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving	Memorial Day
The day after Thanksgiving	

In addition, three holidays will be scheduled on a yearly basis. These additional holidays may only be used when school is not in session and will be scheduled on a yearly basis by the Superintendent in consultation with the support staff union president.

1.4 When school is closed for emergency reasons, bus drivers/cleaners, and mechanics may leave work at 11:00 a.m. if their responsibilities are completed to the satisfaction of their immediate supervisor.

1.5 The District will provide uniforms or protective clothing for mechanics and mechanic helpers.

Section 2. Differentials

2.1 A \$365 differential will be paid to bus driver/cleaners or cleaner/custodians working the night shift.

2.2 A differential of \$1,897 will be paid to the custodian or driver/cleaner in charge of the Middle High School or LP Quinn Elementary School. Thereafter, the differential will increase by the same percentage as the general contract settlement. The custodian or driver/cleaner in charge shall take part in the evaluation of employees he/she supervises.

2.3 A differential of \$4,337 will be paid to the Head Bus Driver for 2009-10. Thereafter, the differential will increase by the same percentage as the general contract settlement.

2.4 Those assigned snowplowing duty will be compensated \$150 each beyond regular or overtime pay for such duty. Payment will be made on first pay of May annually.

2.5 Such differentials are to be applied each year after the basic salaries have been calculated in accordance with the current contract.

Section 3. Bus Driver Training Course

Participants to be reimbursed for participation time and travel expense as follows: Gasoline for travel to be furnished by the School District. Employees to receive overtime pay for hours required by travel and course of study.

All new bus drivers shall complete all of the requirements and training necessary to be licensed as a school bus driver within their first three months of employment with the district. Upon their sixth month anniversary of receiving a license to drive a school bus, bus drivers will receive \$300 (one time payment) as reimbursement for training and licensing fees.

Article 16 - School Monitors Employees Agreements

Section 1. School Monitors as Part-Time Employees

School monitors will be compensated only for the hours of the day and the days of the year that they actually work.

Article 17 - Cafeteria Employees Agreements

Section 1. School Lunch Manager

1.1 Hours worked will be: Hours and days worked will be determined by the Chief School Officer, or designee. Duties will involve 46 weeks per year at 1449 hours.

Section 2. Other

2.1 School Cook hours will be determined by the School Lunch Manager. Duties will involve 40 weeks per year at 1,379 hours.

2.2 If a food service helper is promoted to cook assistant, he/she will receive a 50 cent an hour increase over his/her current rate.

Article 18 - Office Employees Agreements

Section 1. Hours of the Work Day and Work Week

1.1 The work week for employees during the period between the opening day of school in September until the closing day of school in June will be seven and three quarters (7 3/4) hours per day, Monday through Friday; the specific schedule as determined by their immediate Administrators and approved by the Chief School Officer, or designee.

1.2 The work week for employees during the period between the closing day of school in June and the opening day of school in September will be seven (7) hours per day, Monday through Friday, the specific schedule as determined by

their immediate Administrators and approved by the Chief School Officer, or designee.

1.3 Office employees will not be required to work during school vacation periods between the opening day of school in September to the closing day of school in June. As scheduled, office employees will work a maximum of two (2) days during the school vacation periods. If work is required beyond the additional two days, employees will be paid accordingly. The schedule for these days will be 8:00 a.m. to 12:30 p.m.

1.4 Those assigned to arrange for substitute teachers will be compensated \$150 each beyond regular or overtime pay for such duty. Payment will be made on first pay of May annually.

Section 2. Holidays

The language regarding legal and additional holidays for Transportation and Custodial Employees will apply to Office Employees.

Article 19 - Teacher Aide Employees Agreements

Section 1. Days Worked

Days worked will be: All teaching and conference days. Teacher Aides are salaried employees based on a 184 day work year and, as such will be paid for snow days.

Section 2. Teacher Aides as Substitute Teachers

Teacher aides who are asked to substitute for teachers in classrooms will receive additional compensation as follows:

- For less than 15 minutes - no additional compensation
- 15 minutes to 2 3/4 hours - \$10 per hour
- 3 hours to 4 hours - \$32 flat rate
- 4 1/4 hours to full day - \$42 flat rate

A time sheet will be completed, signed, approved by the principal and sent to the Business Office every two weeks noting substituting dates, times, and teachers.

Article 20 - General Agreements

Section 1. Hourly Employees and Teacher Aides

Hourly employees and teacher aides, after five (5) continuous years of service will receive Thanksgiving Day and Christmas Day as paid holidays in direct proportion to their regular hours worked.

Section 2. Travel Reimbursement

School employees assigned to travel using their personal vehicle will be reimbursed at the established rate. Employees are responsible to track their own mileage using the District's Travel Expense Claim Form with appropriate

approvals from their supervisors. Reimbursements will be made in a single payment in June each year.

Section 3. Disaster Drills

After Duties in accordance with disaster drills are completed, employees return to normal work schedule.

Section 4. Negotiations

The District and CSEA agree, hereafter, to present proposals by the second negotiation meeting.

Article 21 - Salary Increase

See Appendix A attached.

Article 22 - Seniority

1. For the purposes of transfer and promotion, seniority shall be defined as length of time from the hire date with the Tupper Lake Central School District. For purposes of layoff and recall, seniority shall be defined as the length of continuous service in a specific job title.
2. In the case of transfer and promotion where knowledge, aptitude and ability to perform the work available and physical ability are equal, seniority will govern.
3. In the event the district abolishes a job, the least senior employee in that specific job title shall be laid off. An employee who is recalled within three years after the layoff, will not lose prior service already acquired. Employees will be recalled based on their specific job title seniority.
4. In the event two or more employees have equal job title seniority, the district will layoff the employee who has the least district-wide seniority.

Article 23 - Overtime

Definition

Extra duty for a job category that is a result of more work or more hours than can be accomplished within the regularly scheduled workday. For example, coverage at ball games, snow removal that cannot be done in the regular day. Overtime pay is at 1.5 times the regular hourly rate if more than 40 hours in a week. Overtime will be offered/assigned only to current full or part-time employees.

Work that needs to be done because of the absence of a regular employee is **not** considered overtime and may be assigned to a substitute employee. If no substitute is available, the District **may** assign the work as overtime to a regular employee.

Overtime Sign-up:

Each August, the District will circulate information about signing-up for voluntary overtime to all current driver/cleaners, custodians and other positions that might be eligible for overtime. Employees will respond in a manner described by the District if they are interested in being assigned overtime work. Those who sign-up are expected to make themselves available for overtime assignments. The district will try to respond to individual scheduling needs, but excessive refusal of assignments will result in the employee being removed from the overtime list. Only new employees may be added after the list is developed.

Overtime Rotation:

Employee's who sign-up for overtime will be assigned in a way that equalizes overtime assignments to the extent possible. Over the course of the year, it is the intent of this provision to keep overtime assignments as equal as possible among those individuals who have asked to be assigned overtime.

Assignment to overtime will be done on a weekly basis by the Superintendent and/or designee.

Required Overtime:

The district will also maintain a list of driver/cleaners and custodians who do not sign-up for overtime. If no driver/cleaners or custodians are available from the voluntary list, those on this second list may be assigned for required overtime.

Required overtime will be used only when no one from the volunteer list is available and such assignments will be done on the basis of seniority. (Least senior will be assigned first). When assigned, it is the responsibility of the employee to work the assignment or, with permission of the assignor, find a person to complete the assigned work.

Article 24 - Association Use Days

During a school year, the President of this Association or his/her representative will be given seven (7) days off without loss of wages for the purpose of conducting association business.

Article 25 - Conformity To Law Saving Clause

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected thereby.

Article 26 - Grievance Procedure

Purpose:

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest level, disputes which may arise from time

to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

Definitions:

1. Grievance: A grievance is a complaint by a non-teaching employee or group of non-teaching employees based on an alleged violation of the provisions of this Agreement.

2. Non-teaching employee: An employee of the Board of Education who is not a member of the teaching profession or an administrator.

3. Supervisor: A supervisor shall mean any non-teaching employee responsible for or exercising any degree of supervision or authority over another non-teaching employee.

4. Immediate Supervisor: The immediate supervisor shall be the supervisor placed in charge of a non-teaching employee.

Prior to the dismissal of any bargaining unit member, the employee has the right to request a meeting with the Superintendent of Schools and shall be entitled to CSEA Representation. The purpose for the meeting is for the Superintendent to provide reasons for the dismissal recommendation. The parties further agree that bargaining unit members have no right to appeal to the Board of Education or through any other forum, including Civil Service Law or the Grievance Procedure. The parties mutually agree that the final determination for dismissal rests with the Superintendent of Schools and the Board of Education.

Steps In Resolving A Grievance:

a. Every effort will be made by a non-teaching employee to settle an alleged grievance informally through discussion with their immediate supervisor. A representative may or may not accompany them.

b. In the event that Step a. is unsuccessful in resolving the grievance, the non-teaching employee may file a written grievance on a form supplied by the Association. The form shall be filed in triplicate as follows: one copy for the non-teaching employee; one copy for the local Association; one copy for the immediate supervisor. A written grievance shall be filed as soon as possible, but in no event later than fifteen days after occurrence of fact giving rise to the grievance or notice of such facts to the non-teaching employee, whichever is later. Within three working days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved non-teaching employee and the local association representative to attempt to resolve the grievance. The immediate supervisor must give a written response within five working days of this meeting.

c. In the event that step b. is unsuccessful in resolving the grievance, the aggrieved or the grievance committee of the local association may file a written

grievance to the Chief School Officer, or designee within ten days after the receipt of the written response under step b.

The Chief School Officer, or designee will meet with all parties involved in the grievance within seven days after receiving written notice of a grievance to attempt to resolve the grievance. The Chief School Officer, or designee must give a written response within five working days of this meeting.

d. In the event that step c. is unsuccessful, the aggrieved or the grievance committee of the local association may file an appeal in writing to the Board of Education within ten days of receiving a decision at step c. Within ten days after receipt of an appeal, the Board of Education shall hold a hearing at which time the Board will meet with all parties involved in the grievance in an attempt to resolve the grievance. Within five working days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. All hearings conducted by the Board of Education shall be held in executive session.

Arbitration

a. **Scope:** Grievances outside the scope of the definition of grievance are not subject to arbitration. The scope of arbitration and the jurisdiction of the arbitrator are defined under "jurisdiction of the arbitrator". The grievance committee of the local association may submit a grievance to arbitration after all grievance procedures herein above stated have been exhausted, and by written notice to the Board of Education within twenty-one days of the decision at step d. of the grievance procedure, and subject to the following principles and procedure;

b. **Selecting the Arbitrator:** Within 15 days of the notification to the Board that a grievance will be taken to arbitration the parties shall either mutually agree upon an arbitrator or agree to use the PERB (Public Employee Relations Board), MED/ARB (Mediation/Arbitration) procedure. If the parties cannot agree to either then the matter will be submitted to PERB's arbitration service and the parties will mutually select an arbitrator from a list provided by them.

c. **Duties of the Arbitrator:** It shall be the duty of the arbitrator to hear the alleged violation of the Agreement submitted after all other grievance procedures of said Agreement have been exhausted. The arbitrator shall hear, within his jurisdiction, the case or cases in full with finds of fact, conclusions, and shall render a decision which shall be binding upon the parties of the Agreement.

d. Jurisdiction of the Arbitrator:

1. The arbitrator shall regard the provisions of this Agreement as the basic principles and fundamental law governing the relationship of the parties. His/Her function is to interpret the provisions of this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope of meaning of this Agreement, and its appendices as it exists from time to time, or any

provisions there, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine their jurisdiction).

2. Whenever the arbitrator determines that the subject of dispute is, or a decision or award thereon would be, beyond his/her jurisdiction, or would contravene this section, he/she shall dispose of the case by reducing such determination to writing and may then refer the dispute back to the parties.

e. Cost: The compensation and expenses of each party's representatives shall be borne by such party. The compensation and expenses of the arbitrator shall be borne equally by the parties.

f. Rules: The arbitrators shall make such rules and regulations for the conduct of their business as to not conflict with these provisions.

Article 27 - Duration Of This Agreement

The term of this Agreement shall commence July 1, 2009 and expire June 30, 2012. Salaries will be increased by 4.25% in July of 2009, 2010, and 2011. Appendix A will be adjusted to reflect all salary changes.

The Board and Association agree that the provisions contained in this agreement relating to the terms and conditions of employment for employees covered hereunder, shall remain in full force and effect after the expiration date established in the Agreement and until a new or different negotiated Agreement has been entered into between the employer and the recognized employee's organization representing the employees of the negotiating unit.

This agreement may be amended by consent of both parties with evidence of said consent being presented by each party to the other.

Upon a request of either party for a meeting to open negotiations for a new contract period, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before January 15th prior to expiration of the contract. All issues proposed for discussion by CSEA shall be submitted in writing at the first meeting. All counter proposals made by the Board of Education will be made no later than the second meeting.

Appendix A

All returning employees will receive a base percent increase as provided in the table below. Starting salaries for each category is also listed. Hours listed are expected, all others are hourly.

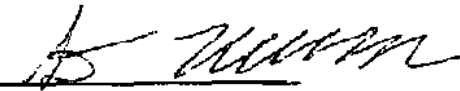
	2009-10	2010-11	2011-12	
Base Rate Increase	4.25%	4.25%	4.25%	
Starting Rate Increase		2.125%	2.125%	
Category 1 School Monitor	\$7.67	\$7.83	\$8.00	Start Rate
Category 2 Part Time Cleaners Food Service Helper	\$8.33	\$8.51	\$8.69	Start Rate
Category 3 Cleaner (2,080 hrs.) Clerk (1,870 hrs.) Teacher Aides (1,288 hrs.) Cook Assistant	\$9.64	\$9.85	\$10.05	Start Rate
Category 4 Mechanic Helper (2,080 hrs.) Typist (1,870 hrs.)	\$10.30	\$10.52	\$10.75	Start Rate
Category 5 Custodian (2,080 hrs.) Bus Driver/ Cleaner (2,080 hrs.) Part-Time Driver Account Clerk/Steno (1,870 hrs.) School Cook (1,379 hrs.) Bus Driver/Mech. Help (2,080 hrs.)	\$11.45	\$11.69	\$11.94	Start Rate
Category 6 Mechanic (2,080 hrs.) Sr. Account Clerk (1,870 hrs.)	\$13.99	\$14.29	\$14.59	Start Rate
Category 7 School Lunch Manager (1,449 hrs.)	\$22,046	\$22,514	\$22,993	Start Rate
Category 8 Computer Tech. Spec. (2,040 hrs.)	\$47,807	\$48,823	\$49,860	Start Rate

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the 4th day of January 2010.

**TUPPER LAKE CENTRAL SCHOOL
CSEA Inc. LOCAL #1000**

BOARD OF EDUCATION

By: 
President

By: 
Supt. of Schools

By: 
Labor Relations Specialist

