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GREECE CENTRAL SCHOOL DISTRICT

Student Learning Is The Goal

TOWN OF GREECE, N.Y.

A G R E E M E N T B E T W E E N

**Greece Central School District
and
Teamsters Local #118**

July 1, 2008—June 30, 2010

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PREAMBLE

AGREEMENT, Made and entered into effective the first day of July 2008, by and between the Superintendent of the Greece Central School District, Town of Greece, New York, hereinafter referred to as the "District, Employer, or Superintendent", and the non-instructional employees of the aforementioned school district represented by TEAMSTERS LOCAL #118 affiliated with the International Brotherhood of Teamsters, hereinafter referred as Union.

ARTICLE I

CERTIFICATION AND RECOGNITION

The District hereby reaffirms the recognition of Union as the employee organization representing the non-instructional unit of the Greece Central School District, Town of Greece, New York, which representation shall be exclusive. The Union hereby reaffirms that it will act as the above representative for said non-instructional unit consisting of regularly employed non-instructional personnel in the following departments: Student Transportation Services, including substitutes therein; the Facility Operations and Planning, including Custodial; the Food Services, Finance and Support Services, Planning and Budgeting and Central Stores; the Department of Human Resources and; the Department of Curriculum, Instruction and Assessment; the Department of Technology; the Community Education Office; and Licensed Practical Nurses (LPN's); but in all cases excluding District Administrators, Supervisors of Support Staff, substitutes, and also custodial foreman, Supervisor of Central Stores, and Transportation Assistants; and that it will not engage in any strike, or cause, instigate, encourage, assist or condone any strike. The District agrees that the Union shall have unchallenged representation status to the full extent permitted by law.

ARTICLE II

NONDISCRIMINATION

No employee in this unit shall be discriminated against because of age, race, creed, color, national origin, marital status, disability, sex, or religion, military and veteran status, sexual orientation and political affiliation, nor will the District discriminate against any such employee because of his or her membership in the Union or because of any action of such employee on any committee of the Union or any action on behalf of the Union.

ARTICLE III

DURATION

This Agreement shall be effective July 1, 2008 through June 30, 2010 except as otherwise noted herein.

ARTICLE IV

MANAGEMENT RIGHTS

It is agreed that all of the functions, rights, powers, responsibilities and authority of the District in regard to the operation of its work and business and the direction of its workforce which the District has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the District, provided that the District agrees to give written notice to Union of any changes in current work rules, general schedules and general work hours before adopting same, and to adhere to the provisions of state and federal law with respect to changes in terms and conditions of employment.

The District will notify the Union in writing in a timely manner of any changes in work rules.

ARTICLE V

MODIFICATION AND WAIVER

- A. No modification or waiver of any of the terms of this Agreement shall be binding unless it is in writing and signed by the Superintendent or his/her designated representative and the Local Union President or assigned Business Representative and one Shop Unit Representative from each shop unit subject to the modification or waiver.
- B. No waiver or any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or similar nature unless so specified in writing by the parties.

ARTICLE VI

SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

ARTICLE VII

UNION RIGHTS

A. DUES DEDUCTION

- 1. The District agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Union during each pay period.
- 2. Every September the Local Union will provide the District an amount to be deducted from each employee during each payroll period in the form of a 'check off statement'. The Union will individually specify the amount to be deducted for initiation fees, union dues and/or assessments per payroll period. This amount will apply until the next September.

When new employees enter into the system, or there is an adjustment required, the Local Union will provide an updated 'check off statement' with the adjustments discretely presented as to facilitate timely processing.

- 3. For initiation fees, the Union will notify the District the number of payroll periods (maximum of 6 pay periods) these deductions will be taken from the employee. Deductions for initiation fees shall be over and above all normal dues and assessment deductions. The Union will be responsible for collecting any unpaid initiation fees upon termination or separation from the District. The Union will be responsible for maintaining a ledger with the outstanding initiation fees due to the Union by the employee.
- 4. The District shall make no deductions that are not listed in the Union's payroll check off statement with the exception of the deductions for new members.
- 5. In the event the District improperly deducts too much dues or initiation money, the amount improperly withheld shall be remitted to the involved employee by the Union upon receipt of said funds.
- 6. The District will provide a monthly remittance to the Union within five (5) working days of the second payroll deduction of the current month. Despite this monthly remittance to the Union, the District will still make all deductions on a payroll basis.
- 7. With each remittance, the District will provide a report, listing all employees alphabetically with their social security number, job classification, hourly wage and amount of dues and/or initiation fees deducted. The Union may request in writing a reason for any individual anomalies in which there are no or partial deductions for the month.

8. The District agrees to deduct voluntary contributions to DRIVE, an IBT authorized political action fund. The Local shall notify the District of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a payroll basis for all weeks worked. Elections can be made in May and June for the following school year. The Union will be responsible for providing documentation necessary to administer any changes.

The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The District shall contribute to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck.

9. The District will provide a list of all ten-month Union employees who elect to work during the summer period. The District will deduct dues from these employees upon order of the Union.
10. The Union affirms that it has adopted such procedures for refund of agency shop fees deducted as required by Law. This provision for agency shop fee deductions shall continue in effect so long as the Union maintains such procedure.
 - a. This agency shop fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law.

B. CONFERENCES

The Superintendent or designee may allow duly authorized representative(s) of the Union to attend a conference of up to three (3) days duration, providing the conference relates to the purposes of the Union. The District will make every effort to provide release time with pay, and substitute coverage where necessary, for Union representative(s). The District’s decision is not subject to arbitration.

C. RELEASE TIME

Union Stewards will be paid for all time spent in grievance committee meetings. The District will make every attempt to schedule such meetings during regularly scheduled hours.

During the term of the Agreement, a unit member so designated by Teamsters Local #118 shall be provided the equivalent of 1.0 FTE release time from their scheduled duties. During such period, the designated member shall be considered employees of the District for all purposes including salary, retirement, seniority and employee rights while on such release time.

Teamsters Local #118 will pay the replacement costs of the selected employee’s wage, benefits and all identifiable costs associated with the employment of the Business Agent. The payments for this expense will be paid on a bi-annual basis each school year as calculated by the District. Such release time shall provide that they be relieved of all duties associated with normal employment in the District.

The schedule for such release time shall be agreed upon by the Union and the Superintendent of Schools, at the beginning of every school year during the term of this agreement.

D. USE OF FACILITIES

The District will provide a bulletin board at every facility for employees covered under this Agreement. Said bulletin board shall be positioned in an area that is accessible to employees in Food Service and Facility Operations.

The District will continue to provide a secure bulletin board in the Transportation ‘commons area’. In addition a bulletin board will be provided on the third floor of Apollo for Central Office Employees and in the Facility Operations shop area.

District equipment and/or facilities may be borrowed and/or utilized by District employees upon approval of the administration and after submitting a written request for said equipment/facilities, providing that the use of said equipment/facilities will not interfere with the programs and services of the District. Accountability and control over the loaning of the District owned assets will be the responsibility of the Director of Facility Operations (or designee). Additionally, it is expressly understood that District employees borrowing equipment and/or utilizing facilities relieve the District of any liability for any injury

or illness resulting from use of said equipment and/or facilities and assume complete financial liability in case of damage, theft, or destruction of the equipment/facilities.

E. ACCESS TO INFORMATION

The District and the Union shall each comply with all reasonable requests by the other for information, statistics and records which may be necessary to the planning of the Union programs and policies and the processing of grievances and negotiations.

Each party agrees to attempt to provide information within five (5) business days of request. If this time period cannot be met, the party requesting the information will be notified.

F. SOCIAL SECURITY NUMBERS

The District will not use Social Security Numbers as a means of identification if the use of said number can be viewed by a third party.

ARTICLE VIII

BENEFITS

A. LIFE INSURANCE

The District shall provide a Group Life Insurance Program for employees who regularly work twenty (20) hours or more per week and who shall be eligible to participate in such program in accordance with the policy provisions. The premium cost of this benefit will be borne by the unit member and paid through payroll deduction.

B. LONG TERM DISABILITY

All employees of the unit, whose regularly scheduled hours are twenty (20) or more per week, will be entitled to participate in the Long Term Disability Program after thirty-one (31) days of employment with the District. Eligible employees will receive a benefit equal to 2/3 the employee's income prior to disability, not to exceed a maximum of \$1,050.00 per month. The total cost of this benefit will be borne by the District. In cases of long term illness, health insurance benefits will continue for no less than three months.

C. RETIREMENT

1. The District will participate in the New York State Employee's Retirement System under the improved Non-Contributory Plan (Section 75-i) for eligible Tier 1 and Tier 2 members in accordance with applicable provisions of New York State Law. To be eligible for Tier 1 or Tier 2 membership, employees must have been active members of the Retirement System prior to July 1, 1976.
2. Persons who entered public employment on or after July 1, 1976 and who otherwise are eligible for membership are considered to be either Tier 3 or Tier 4 and are members of the Coordinated-Escalator Retirement Plan (Article 14). Tier 3 and Tier 4 employees are required to make contributions to the Retirement System at the rate of three (3) percent of their gross salary.
3. The District shall provide additional service credit towards retirement for its employees who are entitled to accumulated sick leave, based on Subdivision (j) of Section 41 of the Retirement and Social Security Law.
4. For retirement effective on or after July 1, 2000, unit members with a minimum of twenty (20) consecutive years of District service who retire from the District, will receive a one-time lump-sum payment of \$2,000; and unit members with a minimum of 25 consecutive years of District service who retire from the District, will receive a one-time lump-sum payment of \$2,500.

D. TAX SHELTERED ANNUITIES

The District shall provide unit members the opportunity to purchase tax-sheltered annuities from the company of their choice in accordance with practices and procedures of the District.

E. LEGAL COUNSEL

The District will provide legal counsel to any employee in the bargaining unit in any action taken against him/her arising out of any necessary action taken against any person while in the discharge of his/her duties

and within the scope of his/her employment, and under the direction of the District. The member must, however, within ten (10) days of service of a summons, complaint or other legal paper, deliver the original or a copy thereof to the District.

F. UNEMPLOYMENT BENEFITS

The District is covered by the New York State Unemployment Insurance Law. In accordance with the intent of the law, it is expressly understood that ten (10) month employees shall be re-employed in an active status after customary and established vacation, holiday or summer recess periods unless specifically advised otherwise. Nothing in this provision shall be deemed to abrogate or diminish the District's ability to exercise its legal authority and powers in the discharge of its responsibilities.

G. PROTECTION CLAUSE

1. The District will reimburse unit members for loss or destruction of prosthetic devices (eyeglasses, dentures, hearing aids and the like) and clothing damaged or destroyed under the following limited circumstances. For covered items in excess of twenty-five (\$25.00), the employee may request direct payment, through a District purchase order, to the vendor.

- a) The loss or damage was proximately caused by the unit member's performance of his/her work responsibility;
- b) The loss or damage was not a consequence of negligence, carelessness, or irresponsibility of the unit member;
- c) The loss or damage was not covered by Workers' Compensation or insurance benefits provided by the District;
- d) The loss or damage and the incident or event causing such loss or damage was reported to the unit member's immediate supervisor no more than twenty-four (24) hours after the event of the incident;
- e) The employer reserves the right to finally determine the validity of any claim consistent with the limitations set out above.
- f) The District will approve or disapprove any claims made under this section within ten (10) working days. All disapproved claims will be subject to the grievance procedures under Article IX. Failure to approve or disapprove a claim within ten (10) working days will be considered an automatic approval by the District of said claim. The employee must file a claim under this section within two (2) working days of said loss or destruction.

Claims filed under this section must be filed within two (2) working days upon returning to work.

- 2. Absence from work due to accidents while on duty will be treated as paid sick leave. Any lost time benefits for which the unit member may be eligible from Workers' Compensation shall be reimbursed to the District by the unit member to the extent that said unit member received any paid sick leave. Scheduled work time required for attendance at Workers' Compensation hearings and any medical examinations required by the Workers' Compensation Board or carrier will be paid by the District.
- 3. If a unit member is injured in an assault by a student while in the performance of their duties and said injury results in lost time from work, the unit member shall receive full salary for a period not to exceed six (6) months and no part of such absence will be charged to his/her sick leave. Any weekly Compensation benefits received under the New York State Workers' Compensation Law will be returned to the District. The District shall grant, without pay, a disability leave to employees who are disabled as a result of an occupational injury sustained while in the employ of the District, in accordance with applicable Civil Service regulations. If a unit member who was injured on the job has exhausted his/her paid leave benefits, he/she will be granted an unpaid leave for a period of up to one year. This leave may be extended at the discretion of the District.

H. HEALTH INSURANCE

1. All Unit members on the payroll prior to July 1, 2008 and who are scheduled to work at least thirty (30) or more hours per week for the District shall receive the following health care benefits:

Coverage under the Blue Point 2 Value Plan. The District will pay 95% of the cost of this plan.

Covered employees hired prior to December 15, 1998 working less than thirty (30) hours per week shall retain the right to coverage at the District contribution rate provided above.

All Unit members hired after the ratification date and who are scheduled to work at least thirty (30) or more hours per week for the District, shall receive the following health care benefits:

Coverage under the Blue Point 2 Value Plan. The District will pay 70% of the cost of this plan.

For any Transportation Unit members hired after December 12, 2000 and working between 4.0 and 4.75 hours per day the District will pay 50% of the cost of the Blue Point 2 Value Plan.

For any Transportation Unit members hired after December 12, 2000 and working between 5.0 and 5.75 hours per day the District will pay 65% of the cost of the Blue Point 2 Value Plan.

Any other Unit members that are scheduled to work less than thirty (30) hours per week may participate in the Blue Point 2 Value Plan at their own expense.

In all instances, employees may select any District sponsored health plan through the Rochester Area School Health Plan. However, any cost associated with participation in the selected plan that is greater than participation in the Blue Point 2 Value Plan (or plan adopted by RASHP 2) should Value be discontinued will be borne by the Unit Member.

In the event the Blue Point 2 Value Plan through the Rochester Area Schools Health Plan 2 (RASHP 2) is no longer available to the unit members, the District may substitute the plan adopted by RASHP 2.

Prior to any substitution, the District will provide the Union with a detailed plan summary description of any new plan and the cost of said plan.

2. The District will permit employees who are enrolled in the District Health Insurance Program at the time of their retirement and who retire from the District under the New York State Retirement System, to continue to participate in the District Health Insurance Program at the group rate. The cost of this benefit is to be borne by the retired individual.
3. If a unit member who was injured on the job goes on unpaid leave after exhausting his/her paid leave benefits, the District will continue to pay its share of the unit member's health insurance premium for one hundred eighty (180) days after the billing cycle date when it would otherwise be canceled. The unit member may continue as a member of the health insurance plan at his/her own expense after the one hundred eighty (180) days, but for no more than the period of the leave of absence.
4. If a unit member who has been employed for at least twelve (12) months goes on unpaid leave after his/her paid leave benefits as a result of a non-work related illness or injury, the District will continue to pay its share of the unit member's health insurance premium for thirty (30) days after the billing cycle date when it would otherwise be canceled.
5. Participants in the health and dental programs who leave the district may be eligible to continue coverage under appropriate state and federal laws.
6. While on unpaid leave, a unit member will not be entitled to paid fringe or leave benefits. However, he/she may continue to participate in the health insurance plan at the group rate. The cost of the insurance will be paid in full by the employee.

I. RETIREMENT HEALTH CARE BENEFIT

The District will provide all unit members with a minimum of twenty (20) years of District service regularly working an average of thirty (30) or more hours per week a retirement benefit upon retirement at or above the age of 55 as follows: medical coverage for a maximum of ten (10) years or until Medicare eligible with the District contributing towards the District base plan \$1,900 effective July 1, 2008 and \$2,000 effective July 1, 2009. Eligible retirees who select an alternate plan will be responsible for any additional cost.

Or retired unit members may receive monthly reimbursement for out of District medical plans by providing monthly statements that contain the subscriber's name, address, plan name, period of coverage and monthly cost.

Additionally, if the medical coverage is in the spouse's name, the retired unit member must also provide documentation that states the unit member is a covered member under the plan. The initial documentation must be provided with the first monthly statement and annually thereafter. The monthly reimbursement cannot exceed \$158.34 (effective July 1, 2008) and \$166.67 (effective July 1, 2009) or the total amount of the invoice, whichever is less.

Unit members must elect this benefit at the time of their retirement from the District.

Retired unit members will be eligible to enroll in the District dental plan at their own expense.

J. EMPLOYEE BENEFIT FUND

The employee benefit fund, up to the limits established in sections 1 and 2 will be available to reimburse the eligible unit member for out of pocket medical, dental and vision expenses incurred by the unit member, their spouse and their eligible dependents during a given school year.

1. The District shall set aside the credit of six hundred dollars (\$600) annually in an employee benefit fund for each unit member actively employed and regularly working twenty (20) or more hours per week and less than thirty (30) hours per week. Any such funds to the credit of the unit member which are not used by the end of the fiscal year shall revert to the District and shall not be carried over to the credit of such unit member. The amount shall be pro-rated for new employees based on hire date.
2. The District shall set aside the credit of three hundred dollars (\$300) annually in an employee benefit fund for each unit member actively employed and regularly working thirty (30) or more hours per week. Any unused amounts shall be rolled over in the new year to each individual account. Upon retirement, this amount will be used for health premiums. The amount shall be pro-rated for new employees based on hire date.
3. The amount of the Employee Benefit Fund for Food Service and Transportation unit members will be determined by the job assignment/run pick at the beginning of each school year or based on the first job assignment when hired for the school year. Changes in employee assignment throughout the school year will not alter the initial selection governing this benefit except under the following two circumstances:
 - a. In the event a forty (40) week unit member moves from a job with less than thirty (30) hours to a job with more than thirty (30) hours after the initial job assignment/run pick, they will immediately be eligible for the \$300 Employee Benefit Fund specified in Section J., 2. of this article.
 - b. Additionally, any unit member who subsequently enrolls in a District health insurance plan after the initial job assignment/run pick will receive the \$300 Employee Benefit Fund.

In either of the above situations, the unit member will be required to reimburse the District for any amount of this benefit used if over the \$300 threshold. Unit members will be allowed one adjustment each school year under these circumstances.

K. DENTAL PLAN

Unit members will be permitted to participate in any dental program currently offered by the District. The full cost of such participation will be borne by the unit members and participation will be in accordance with practices and procedures and a timetable determined by the District.

Dental coverage will be provided to all District employees at their expense regardless of the hours or weeks worked. This does not apply to substitute employees.

L. NO REDUCTION IN BENEFITS FOR INVOLUNTARY REDUCTION IN HOURS

Eligibility for Health Insurance, Life Insurance, Holidays, Long Term Disability Protection, Sick Leave, Personal Leave or Vacation Benefits, attained by a unit member as a result of holding a job classification and regularly scheduled work hours will not be lost as a result of a subsequent involuntary reduction in

number of work hours, unless and until the unit member refuses an offer to return to former or qualifying work hours. Excluding employees that have had a reduction in work hours as a result of disciplinary action taken by the District.

M. TUITION REIMBURSEMENT

1. The District will reimburse tuition costs to members of the unit who successfully complete approved courses with a passing grade of 2.0 or better in an approved educational program or course directly related to the unit member's particular assignment or area of classification provided such course is of benefit to the District. Online courses from accredited colleges or university's shall be allowed.
2. Such reimbursement shall be made for no more than four (4) courses a year. The Superintendent or his designated representative shall retain prior and final approval authority for all such applications for tuition reimbursements.

ARTICLE IX

GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

The purpose of this grievance procedure is to secure, at the lowest possible level with a minimum of interruptions of time, an equitable solution of disputes, which may arise with respect to this Agreement. This grievance procedure has been agreed upon so as to establish a procedure for presentation and settlement of disputes and/or grievances in a manner free from coercion, interference, restraint, discrimination or reprisal against any employee for using such procedure and to thus maintain a harmonious and cooperative relationship. No employee's personnel folder shall contain information concerning submission or processing of grievances, but may include information on the disposition of the grievance.

B. REPRESENTATION

An employee is entitled to have representation by the Union at any and all stages of the grievance procedure. In any grievance meeting under this procedure, both the employer and the Union shall have the right to present all evidence and have access to minutes and transcripts.

C. DEFINED

A grievance is any controversy between the Employer and the Union with respect to interpretation or application of any terms of this Agreement or compliance with any of the terms of this Agreement which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

D. PROCEDURE

All grievances as defined above shall be settled in the following manner:

- a. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement. However, a grievance that arose under a prior agreement may be continued and appealed to arbitration. The award of any arbitrator concerning such prior grievance shall be based upon the Agreement in effect at the time the grievance arose. The Union may initiate a grievance which both parties agree involves a system-wide issue at Step 3 of this procedure.
- b. Conferences, meetings and hearings held pursuant to this grievance procedure, except arbitration hearings, shall be scheduled by mutual agreement.
- c. Time limits in the appeal steps may be extended in ten (10) working day increments by either party in writing. The first request by either party in writing at any step shall be automatic. Additional requests for an extension after the first request must be made in writing and must be mutually agreed to by both parties. It is understood that requests for extensions shall not be made to unnecessarily to extend the grievance process.

Step 1

The aggrieved party and/or steward shall take up the grievance with the employee's immediate supervisor within ten (10) working days after the reason for the dispute has occurred or within ten (10) working days

after the grievant became first aware of the reason for the grievance. No time limit shall apply in the case of a continuing violation of wage provisions of this Agreement provided no remedy may be retroactive beyond thirty (30) working days from the date the grievance was filed.

The failure of the aggrieved party and/or Union Steward to take up a grievance with their immediate supervisor within ten (10) working days shall deem the grievance void.

Step 2

If the grievance is not resolved at the above Step within ten (10) working days, it may be submitted on the executed form to be provided by the Union and presented to the Union Business Representative and appropriate Director. The form must identify the contract provision allegedly violated.

A meeting between the Union Business Representative, and, if necessary, the Employee and/or Unit Representative and appropriate Director and a Human Resources Representative, will be held within ten (10) working days after receipt of the written grievance. The Director will have ten (10) working days to respond in writing.

The failure of the District to respond to the grieved party or Union Steward in Step 1 within ten (10) working days shall be considered a non-prejudicial response in favor of the grievant.

The failure of the District to hold a meeting within ten (10) working days of receiving a written grievance shall be considered a non-prejudicial response in favor of the grievant.

The failure of the District to respond in writing after the appropriate Director meets the grievant and/or Union Steward within ten (10) working days shall be considered a non-prejudicial response in favor of the grievant.

Step 3

In the event no agreement has been reached in Step 2, the Union may request a meeting with the appropriate Superintendent's Cabinet level administrator for the purpose of attempting to settle such dispute. Such request for a meeting must be made in writing and must be made within ten (10) working days of the Step 2 answer. Such meeting will be held within ten (10) working days from the date such request is made. An answer must be given by the appropriate Superintendent's Cabinet level administrator within ten (10) working days of such meeting.

The failure of the Union to request a meeting in writing with the appropriate Superintendent's cabinet level administrator within ten (10) working days shall consider the grievance void.

The failure of the District to hold a meeting with the appropriate Superintendent's Cabinet level administrator within ten (10) working days shall be considered a non-prejudicial response in favor of the grievant.

The failure of the District to respond in writing to the Union within ten (10) working days shall be considered a non-prejudicial response in favor of the grievant.

Step 4

If no agreement is reached in Step 3 and the grievance involves a claimed violation, misrepresentation or misapplication of the terms of this Agreement, the Union may, upon written notice to the Assistant Superintendent for Human Resources within ten (10) working days after receipt of the notice in Step 3, appeal the grievance to final and binding arbitration. A grievance alleging a violation which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law may be submitted to arbitration only by mutual written agreement of the parties.

The failure of the Union to appeal the meeting from Step 3 in writing with the appropriate Assistant Superintendent for arbitration within ten (10) working days shall consider the grievance void.

E. ARBITRATION

The parties shall first attempt to mutually agree upon an impartial arbitrator. If the parties are unable to so mutually agree within five (5) working days after request for arbitration is received, then the Employer and the Union shall request the American Arbitration Association to submit the names of seven (7) suggested

arbitrators. Each party shall alternately strike a name until one name remains. The Union shall strike the first name. The person remaining shall be the arbitrator.

- a. The decision of the arbitrator shall be final and binding but in no way may the decision modify or amend the terms of this Agreement or require any act which is in violation of law.
- b. The costs of arbitration, including the expense of the arbitrator and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be shared equally by the parties.

ARTICLE X

GENERAL PERSONNEL PRACTICES

A. OPENINGS WITHIN THE UNIT

The Administration will notify the Local Union, in writing, of all unit openings as soon as such openings are known, except for Bus Drivers and Bus Attendants.

B. PERSONNEL FILES

1. Unit members will receive a copy of any material, other than routine personnel administrative matters, which concern the unit member's work performance and which are to be filed in the unit member's personnel folder. Unit members will have the right to discuss the material with the supervisor and respond in writing, and may elect to have a representative present during the discussion. Unit members will be afforded an opportunity to sign the document filed, which signing will indicate only that the

unit member has seen the document. If the unit member refuses to sign the document in question, the supervisor may make a notation to that effect on the document, or an attachment, and file it.

2. The confidentiality of unit member personnel files will be maintained. Unit members will have the right, upon reasonable request at reasonable times, to have access to the contents of their personnel file. An actively employed unit member may be accompanied by a Union representative and may obtain a copy of information or documents contained in his/her own file, and the District shall provide copies at a charge of 10 cents per page. The copy charge will be waived for unit members seeking copies of their file materials necessary for prosecution of a grievance after filing of a written grievance.

C. TRANSFER AND PROMOTIONS

1. An employee being transferred shall be first notified in person within five (5) working days by his/her supervisor, except in emergencies.
2. Prior to posting open positions within the District, the District will consider all requested transfers. Transfer requests must be in writing and be returned to the Department of Human Resources prior to the posting of the position. Notification of unit vacancies will be provided to a representative designated by the Union via e-mail five prior to the posting of said position.

A permanent employee whose promotion results in a probationary period shall have the right to return to his/her former position, initially held prior to promotion, if he/she does not satisfactorily complete the probationary period.

3. Non-competitive, provisional and labor class positions will be filled with the most senior qualified person.
4. When a unit member is transferred within the same classification, the unit member will not suffer any loss in his/her rate of pay.
5. When a unit member is transferred or reassigned, there shall be no loss of seniority. Seniority shall be considered in all promotions and transfers.

D. NEWLY HIRED EMPLOYEES

Newly hired employees who fulfill the requirements of this Agreement and District contracts with insurers, and who are otherwise eligible, will be entitled to prescribed benefits except Sick Leave, Personal Days, and Family Illness Days. Such employees will be eligible for these additional benefits six (6) months from the last date of hire, or except as specified in each individual sub unit section, designated in this Agreement.

E. JURY DUTY

Unit members shall be granted leave to fulfill jury duty. During such leave the unit member shall be paid his/her full salary by the District.

1. Unit members must notify their supervisor no later than the first scheduled work day following receipt of notice of selection for Jury Duty or examination.
 - a. Unit members may not be required to work more than a total of twelve (12) hours in a given 24 hour period including Jury Duty time.
 - b. In order to be eligible for such payments, unit members must furnish a written statement from the appropriate public official showing the dates and time served.

F. REDUCTION IN THE WORK FORCE

In the event the District reduces staff in the Union, the least senior individual within the classification affected will be reduced first. Classifications are defined as civil service titles. For purposes of this article only, District seniority shall be defined as the total length of service the unit member has accrued in the District, adjusted for any breaks in service and/or unpaid leaves of absence.

The following rules shall apply:

1. Temporary, casual and part-time appointments will be laid off first in the applicable classification.
2. The least senior employee within the classification affected will be laid off first and remaining layoffs will be made in inverse order of seniority.
3. The District will notify the affected employee 30 days prior to the layoff where possible.
4. A recall list will be established for each title/classification abolished. The order of the list will be based on total years of service at the District.
5. Names of unit members working in Non-Competitive or Labor Class positions affected by a reduction in work force will remain on the recall list for one year from the date of notice to the employee of the layoff. The employee's name will be automatically removed upon expiration of one year.
6. The employee will have one calendar week from the date of the notice to respond to the written notice of a vacant position. The employee's failure to respond in writing within one calendar week to accept the vacant position will be construed as non-acceptance, the employee's name will be immediately removed from the recall list, and the District has no other obligations to the employee. The employee's name will be removed from the list if the employee accepts a temporary, casual, part-time or full-time position. If the employee does not accept the recall at the time it is offered, his/her name shall be removed from the recall list.
7. This Article is not applicable to a voluntary or involuntary reduction to a part-time position.
8. Unit members appointed to competitive Civil Service positions will follow Civil Service regulations for seniority, layoff and recall purpose.
9. In the event of a forced layoff, the District shall make an effort to absorb the employees in other areas of the District.

G. DISCIPLINE AND DISCHARGE

1. This section shall apply only to those unit members who have satisfactorily completed their probationary period (i.e., at least eight months from date of hire or placement in the current job title) and have been permanently appointed by the District to their position. Such permanently appointed

unit members shall not be subjected to discharge, suspension, fine, reprimand or disciplinary demotion without just cause.

2. Unit members who are in positions covered by Section 75 of the New York State Civil Service Law.
 - a. The discipline or discharge shall be imposed upon the unit member and a copy sent to the Union Business Representative.
 - b. Within ten (10) working days of the date of the discipline or discharge the Union Business Representative may challenge the discipline or discharge imposed by filing a grievance at Step 3 of the grievance procedure. Failure by the Union to challenge the discipline or discharge within ten (10) working days shall be an acceptance of the disciplinary action.
 - c. This procedure replaces in all respects the procedures of Sections 75 and 76 of the New York Civil Service Law.
 - d. Discipline or dismissal must be imposed within 18 months of the event.
 - e. The Employer recognizes the concept of the progressive/corrective disciplinary procedure and the Employer will endeavor to utilize said concept when responding to cases of unsatisfactory work performance.
3. Permanently appointed unit members who are in positions not covered by Section 75.
 - a. The employee, within ten (10) working days of the disciplinary action or discharge, may request in writing a meeting with the Director responsible for the employee's department. Failure to request a meeting within the time period will be acceptance of the disciplinary action. A copy of the discipline or discharge shall be sent to the Union Business Representative.
 - b. The meeting with the Director or a designee shall be held within ten (10) working days of receipt of the employee's request. The decision shall be rendered in writing within ten (10) working days of the meeting.

Failure by the Union to request in writing a meeting with the appropriate District representatives within ten (10) working days shall be an acceptance of the disciplinary action.
 - c. The Union Business Representative may appeal this decision to the Superintendent of Schools, or designated Assistant Superintendent. Such appeal shall be in writing and submitted to the Superintendent within eight (8) working days of receipt of the Director's decision. Within ten (10) working days of receipt of the appeal, the Superintendent or designee shall meet with the employee and Union Business Representative or designee to review the decision. Within ten (10) working days of that meeting, the Superintendent or designee shall issue a written decision on the appeal. Failure to submit an appeal within the time period will be considered agreement to the disciplinary action.

Failure of the Superintendent to respond to a written request within ten (10) working days by the Union will void the discipline.
 - d. The time limits set forth herein may be extended by mutual agreement, in writing, of the Superintendent and Union Business Representative.

Time limits in the Discipline & Discharge steps may be extended in ten (10) working day increments by either party in writing. The first request by either party in writing at any step shall be automatic. Additional requests for an extension after the first request must be made in writing and must be mutually agreed to by both parties. It is understood that requests for extensions shall not be made to unnecessarily extend this process.
 - e. This Subsection 3 is not subject to the grievance procedure of this Agreement.
4. Unit members shall have the right to be accompanied by a union representative at any meeting convened for purposes of discipline or termination.

H. SUMMER HELP

1. If there is a need for summer help or work beyond the end of the school year, ten (10) month employees, part-time employees, and substitutes already on the payroll will be asked first to fill such needs.
2. The District will review criteria, including absence usage to determine if ten-month transportation unit members who apply for a summer route are qualified.
3. A ten-month transportation unit member must have less than twenty-six (26) paid or unpaid non FMLA or qualified worker compensation absences during the previous school year to be eligible for a summer transportation position. Any request to waive this disqualification based on extenuating circumstances concerning the absences of the unit member will be reviewed by a joint committee consisting of a representative from the District, two from the Union and the Department of Human Resources.
4. Drivers and Attendants will select their run based on eligibility and seniority.

I. SUMMER JOBS IN FACILITY OPERATIONS

The District will provide to a designated Union representative a list of all jobs needed by the District for the summer by May 1st of each year.

The District will provide a follow up list by June 14th each year with the names of all employees, both from within the District and from outside the District that will be filling these summer jobs.

If additional jobs are created after July 1st, the District will make every effort to fill these openings with District employees.

J. ACCIDENT REVIEW BOARD

The Accident Review Board shall contain an equal number of Union and non-bargaining unit employees. The Union side shall consist of five (5) voting members; three (3) from Transportation and two (2) from Facility Operations. Unit members from the Automotive Garage shall be placed with the Transportation Department for this Article.

These members shall serve on a rotating two (2) year term. Positions shall be filled from a sign up list, and prospective candidates shall be chosen at random. Members will be paid for all time while serving on this committee as long as members of the Board are not replaced by substitutes. In the event a Board member must be replaced with a substitute, the Board will reconvene at a later date.

K. LABOR MANAGEMENT COMMITTEE

A committee consisting of the Assistant Superintendent of Human Resources and/or designee will meet monthly with the Business Representative of the Local Union to discuss items of mutual interest. Up to three additional unit members may attend with the prior approval of the Assistant Superintendent of Human Resources and/or designee and the Union Business Representative. In the event a Unit is represented by more than three Union Stewards, one Steward will always attend back to back meetings to ensure continuity.

L. SUBCONTRACTING

If the District determines that it has a bona fide need, based upon operation and/or student requirements, to subcontract work performed by members of the bargaining unit, the District agrees to the following procedure prior to its award of a contract, if any:

- a. The District will meet and discuss with Teamsters Local 118 the basis for its determination that subcontracting is necessary.

In the event the District needs to subcontract work due to an emergency situation, the District will make every effort to discuss these needs with the Union prior to implementation. The Union may grieve disagreements over subcontracting per Article IX of this Agreement.

- b. In making its decision to subcontract, the District will consider:

1. Teamsters Local 118's recommendations for possible revisions or modifications to allow unit members to continue performing the work; and
2. Teamsters Local 118's recommendations to minimize the impact of the decision to subcontract unit work.

In the event the District subcontractors are used and Sections A or B are not followed, the appropriate bargaining unit employee will be compensated for the time any subcontractors are doing bargaining unit work. This money will be paid in seniority order to the workers normally assigned this work. Said hours will be paid in eight (8) hour increments.

M. JOB DESCRIPTIONS & WAGES NOTIFICATION

The District will provide a list by August 1 of each year with the names of active employees, their wages for the new school year and their job classification.

Employees will be notified in writing, no later than July 15th of each school year of his or her wage grade and hourly rate for the current school year. The District will use secure envelopes for privacy if they use interdepartmental mail to distribute these.

Job descriptions of all classifications of employment covered by this Agreement will be available to the Union. Any unit member so requesting from the Department of Human Resources, may have their qualifications reviewed and receive counsel whereby they may qualify for a higher job classification.

N. EVALUATION OF UNIT MEMBERS

At least once each year the work performance of each unit member will be evaluated. The purpose of this evaluation will be to assist the unit member to improve his/her performance. The results of this evaluation will be in writing. A unit member may submit to his/her supervisor a self-evaluation in writing prior to his/her supervisor's written evaluation. Once the written evaluation is prepared, the supervisor will discuss it with the unit member. Unit members who wish may, after the evaluation conference, prepare a written commentary to the evaluation, and this commentary will be included in the file along with the evaluation document or any copies that are made thereof.

The District and Teamsters Local 118 agree, after ratification of this Agreement and prior to April 1st, 2009 to finalize the development of a new annual evaluation tool and process to be implemented for the 2008-2009 evaluation period and used annually for all subsequent years. The output of the committee must be presented to and agreed upon by the Superintendent of Schools and the Union.

O. LUNCH PERIODS

Each member is entitled to a minimum one-half hour duty-free lunch period. A unit member who does not have paid lunch periods shall not be restricted to his/her building during his/her lunch period.

P. COMPENSATORY TIME

1. An employee who works overtime can bank up to twenty (20) hours of overtime work in a compensatory time off bank. Each hour of worked overtime will be credited at time and one-half and compensated to the employee by allowing the employee to take paid time off. The maximum number of overtime hours an employee can put into the compensatory bank will be twenty (20) hours yielding a maximum thirty (30) hours of paid straight time off.
2. An employee must select to place overtime hours in the compensatory bank, in lieu of receiving cash, at least one week prior to submission of hours worked for payroll processing.
3. Compensatory time off shall be utilized within the school year which it is earned, unless the employee is prevented by the District from doing so.
4. On July 1st of each year, any unused compensatory time will be paid out by the District in the first pay period following July 1st. Up to ten (10) hours of banked compensatory time may be rolled over into the next year, as long as the maximum total number of overtime hours in the bank does not exceed thirty (30). Excess hours must be paid out.

5. Compensatory time taken off must be mutually agreed to between the District and the employee and the District will not unreasonably deny such requests. Compensatory time off does not count against any attendance policies or evaluations.
6. Excessive denials by the District for compensatory time off requests shall be subject to the Grievance Procedures set forth in this Agreement.

Q. SCHOOL CLOSINGS

52 Week Employees

1. It is understood that employees of the Facility Operations and the Central Office units will always be expected to report for work when school facilities are closed for instructional purposes due to inclement weather or other emergency conditions.
2. In the event a 'state of emergency' is declared, the District may at its discretion designate employees from the Central Office and Facility Operations as 'essential service' employees.
 - a. Essential service employees, unable to report for work due to inclement weather or emergency conditions shall be allowed to use a vacation day if said employee has remaining vacation time available.
 - b. If the employee has no paid time remaining, the District will make a reasonable effort to allow employees who were unable to work to make up lost time within a two (2) week period at the employee's regular straight time hourly rate.
3. There shall be no overtime payment for this makeup time. In the event that the law requires an overtime payment for such makeup time, then the makeup provision will be null and void and deduct time will apply.
4. Employees on sick leave when a school closing is announced will remain on sick leave.
5. If an employee begins sick leave on the day of a school closing, his or her supervisor may require a doctor's written verification of illness prior to sick leave payment.
6. In the event that the District is completely closed down and no employees are required to report to work, all Facility Operations and Central Office unit employees shall be notified one (1) hour prior to their start time not to report to work.

The District will provide a local media station for all employees to monitor for school closings. Employees shall make every effort to monitor said station before reporting for work, but it is the District's responsibility to contact every employee in the event they are not required to report to work.

- a. Notification may be by personal contact or automated phone tree systems.
 - b. The District shall keep a record of this verification including a time of the call and whether personal contact was made or a message was left.
7. Employees not notified in advance and who report to work at their regular start time, shall be guaranteed their scheduled hours for the day in addition to an additional day's pay.
8. Should any facilities be closed after the start of the scheduled day, any employees affected shall be guaranteed the scheduled hours for the remainder of the day.
9. Those employees who are receiving sick, family illness, vacation, bereavement, disability or worker's compensation pay will not be compensated for any emergency closing.
10. Employees that are required to report to work under Section 7 of this Article or are required to stay when his or her location is closed will be guaranteed his or her scheduled day's pay and any applicable overtime that may apply at the end of their shift.

40 Week Employees

1. All employees in Food Service and Transportation will not be required to report to work when school facilities are closed for instructional purposes due to inclement weather or other emergency conditions.
2. These employees must be notified one (1) hour prior to their start time of a school closing.
3. The District will provide a local media station for all employees to monitor for school closings. Employees shall make every effort to monitor said station before reporting for work, but it is the District's responsibility to contact every employee in the event they are not required to report to work.
 - a. Notification may be by personal contact or automated phone tree systems.
 - b. The District shall keep a record of this verification including a time of the call and whether personal contact was made or a message was left.
4. Employees in Food Service who are not notified in advance and who report for work at their regular reporting time will be paid one-half (1/2) a day's scheduled wages.
5. Employees in Transportation who are not notified in advance not to report for work, and who do report for work at their regular reporting time and for who there is no work, will be paid their hourly rate for their regularly scheduled morning run.
6. Should the facility be closed after one-half (1/2) of the work day is completed, employees affected will be paid as though they had completed their regular work schedule for that day.
7. Those employees who are receiving sick pay, family illness, vacation pay, bereavement pay, disability pay or worker's compensation pay will not be compensated for any emergency closing.

ARTICLE XI

GENERAL ABSENCE PROVISIONS

A. LEAVE WITHOUT PAY

1. Any unit member with more than one year's service may request a leave of absence for a period not to exceed twelve (12) months, such a leave to be without pay. A reason for a leave may be extended illness of the unit member or the unit member's immediate family; child rearing leave, including adoption; unit members serving in political office; unit members accepting positions in union affiliates; professional or personal growth of the unit member in the District. Professional growth or development shall include the attending of school for the purposes of improving the member's expertise in their current field, or for the purposes of improving their chances in obtaining a better job within the District. Such requests shall not be unreasonably denied. Should permission for a leave of absence be denied, reasons for such denial will be in writing.
2. Where leave has been granted, the unit member shall notify the Department of Human Resources in writing, at least one (1) month prior to the expiration date of the leave period of his/her intention to return to work or resign. Failure to do so shall be deemed a resignation, except in cases when extenuating circumstances prevent such notification.
3. Upon return from a leave of absence, in accordance with the aforementioned conditions, the unit member will be reinstated to active employment status in accordance with applicable Civil Service regulations.
4. If a unit member requests to be on an unpaid status for more than five (5) work days, such request should be processed as an unpaid leave of absence. Payment will not be made for any holidays which occur during such unpaid leave of absence.
5. An employee shall be required to utilize all vacation benefits for which they are otherwise eligible before requesting unpaid or 'deduct' days.

6. Seniority and accumulated sick leave will not accrue while on unpaid leave. However, all seniority and sick leave accrued prior to the leave will be retained.

B. MATERNITY DISABILITY

1. A pregnant unit member will give reasonable notice of her physical condition to her supervisor in writing; such notice must be given no later than four months prior to the anticipated delivery date.
2. A unit member may elect to utilize her unused and available paid sick leave during her period of physical disability caused by pregnancy or childbirth and shall notify her supervisor sixty (60) days in advance, if possible, of the anticipated disability period. Sick leave will be paid only during the time period in which her physician certifies in writing that she is physically disabled, and only to the extent of the number of paid sick days available.

C. ADOPTION LEAVE

Unit members in the process of adopting a child or children may be granted up to one paid day's absence for the purpose of necessary court proceedings or agency interviews required as a part of the adoption process.

D. MILITARY LEAVE

The District will extend all of the rights and privileges in compliance with the provisions of military law concerning the granting of military leaves as well as veteran's reemployment rights.

E. PERSONAL DAYS

1. The District shall provide 52-week employees of this unit whose regularly scheduled work hours are 30 hours or more with three (3) personal days with pay during the year, if personal needs require time off. Unit members need not specify the reason for taking a personal day, but advance notice of the day or days needed must be given, if possible, and it must be stated that the reason for the personal day is one which is specified within the terms of this Agreement.
2. Employees agree that, except for the most compelling reasons, personal days will not be requested immediately prior to or immediately after a holiday, or employee's vacation.
3. Personal days, with pay, may be used for personal, legal, religious, business, household, family matters, or emergency situations and routine medical and dental exams which cannot be handled outside the normal working hours. Personal days with pay may not be used for personal holidays or vacations or as supplements to holidays or vacations. Personal days may not be taken in less than half-day increments. If two hours or less are needed for personal matters, this can be allowable makeup time subject to Supervisory approval in advance.

NOTE: Medical and dental appointments or diagnostic tests for any known or suspected illness or injury or treatment thereof are classified as sick leave.

F. ILLNESS IN THE FAMILY

1. The District will provide upon request to 52-week employee of the this unit whose regularly scheduled work hours are 30 hours or more, and to employees who are otherwise eligible, three days during each year with paid absence for illness in the immediate family. Immediate family for this purpose is defined as: Mother, father, sister, brother, son, daughter, husband or wife or any other person living under the same roof as the unit member.
2. Facility Operations and Planning employees who work a 52-week year (working 30 or more hours per week) will be entitled to an additional day during each year for illness in the family.
3. The District will provide, upon request, of Transportation Unit and Central Office Secretaries Unit, specifically Licensed Practical Nurses working 40 weeks and who are otherwise eligible, one (1) day during each year with paid absence for illness in the immediate family. Immediate family for this purpose is defined as: mother, father, sister, brother, son, daughter, husband or wife, or any other person living under the same roof as the unit member.

G. SICK LEAVE

Unit members working 30 hours or more (except Transportation staff as this group must hold a regular bus run to qualify and part-time Central Office Secretaries) shall be granted sick leave as follows: 10 month

employees will receive ten (10) days per year accumulative to 160 days; 12 month employees will receive twelve (12) days per year accumulative to 200 days. Additional days of sick leave may be granted upon the approval of the Superintendent of Schools or his designee.

H. BEREAVEMENT LEAVE

The District will provide each employee up to three (3) days absence with full pay for each death occurring in the immediate family. For this purpose, immediate family is defined as husband or wife, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, step parents, step children, step siblings and any other relatives or persons living under the same roof. Under extenuating circumstances, additional days of leave may be granted. One additional day per year bereavement leave will be provided in the event of the death of a close friend.

It is understood that any ten (10) month employees within the Transportation Department that work during the summer months shall be covered by this Section.

Time off under this provision does not count against any attendance policies or evaluations.

I. VACATION

A. VACATION ENTITLEMENT

The District shall provide 52-week employees of this unit whose regularly scheduled work hours are 30 hours or more per week with vacation under the following schedule:

- 10 working days after completing 1 through 5 years
- 15 working days beginning with the 6th year through 11 years
- 20 working days beginning with the 12th year through the 19th year
- 25 working days beginning with the 20th year and over

1. Vacation shall be calculated on the budget year. Such members employed in their first year for less than the full budget year shall receive a prorated vacation at the end of such year (to a maximum of 10 days), the basis of one day per month worked in the initial budget year.
2. Further such newly employed members must be actively employed for a minimum of six (6) months service before they will be eligible to take such vacation earned in their first year of employment with the District.
3. Additional days of vacation beyond the 5th year will be available on July 1st of the contract year in which the employment anniversary occurs.
4. Vacation is cumulative up to forty (40) days (it is not reimbursable except on Board of Education approval).
5. If an employee dies while in active service with the School District, full payment in lieu of earned but unused vacation time shall be made to the deceased employee's estate.
6. An individual who has exhausted his/her sick leave, will be retained on active status until vacation days have also been exhausted, unless that individual presents medical certification that he/she will be able to return to work in time to use those vacation days within the current fiscal year.
7. Employees separating from the District for any reason shall be paid any unused credited vacation.

B. ADDITIONAL VACATION ENTITLEMENT INCENTIVE

The District shall provide one (1) day of additional paid vacation to Facility Operations and Central Office Secretaries unit members who have completed their six (6) month waiting period and are otherwise eligible according to the following schedule:

Continuous Days	Cumulative Continuous Days	Additional Vacation Day
First 70	70	1
Next 60	130	1
Next 50	180	1
Next 50	230	1

The fifty-day (50) continuity standard will be used until attendance is disrupted. This continuity would be lost due to sick leave, personal days, family illness, or deduct absence. Any discontinuity would start the continuous day target over again toward seventy (70) continuous days. Any absences due to paid vacations and holidays, death in the family or of a close friend, or jury duty shall not be counted as disrupting the time in computing such period of continuous work.

J. PAID HOLIDAYS

A. The holiday schedule for 52-week employees in this unit, who’s regularly, scheduled work hours are 30 hours per week or more:

Independence Day	New Year’s Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents’ Day
Veteran’s Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Two Additional Floating Holidays
Christmas Day	

1. Such floating holidays will be established jointly by the District and the Union prior to the beginning of the fiscal year for each year of the contract.

B. The holiday schedule for 40-week employees in this unit includes:

Columbus Day	Veteran’s Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year’s Eve Day
New Year’s Day	Martin Luther King Day
Good Friday	Memorial Day

*Labor Day (Food Service Managers only)

C. Employees who are eligible for holiday pay, who are absent without approval the last scheduled work day before or after a holiday, will not qualify for holiday pay. The question as to whether the approval is unreasonably withheld shall be grievable.

ARTICLE XII

GENERAL SALARY PROVISIONS

A. SALARY INCREASES

Salaries shall be increased by 3.5% including step movement effective July 1, 2008 and July 1, 2009. All unit members currently at or above Step 24 on June 30, 2008 shall receive a 3.5% “off step” increase on July 1, 2008 and July 1, 2009.

B. PERFORMANCE RECOGNITION/PERFECT ATTENDANCE RECOGNITION POOL

1. For the 2008-2009 school year the \$25,000 pool will be tied to performance recognition and shared by those unit members who receive an “exceeding standards” evaluation rating.
2. For the 2009-2010 and thereon the \$25,000 pool will be tied to perfect attendance recognition and shared annually by all those unit members who receive perfect attendance.

The long standing definition of an absence is any time away from work with the exception of vacation, paid personal days, jury duty, or bereavement leave. Days out of work based on Workers’ Compensation injuries and/or FMLA eligible absences will also not be counted against perfect attendance.

C. LONGEVITY SCHEDULE

2008–2010

1. Unit members will receive a \$250.00 longevity payment during their eleventh, twelfth, thirteenth, fourteenth, and fifteenth years of employment.
2. Unit members will receive a \$375.00 longevity payment during their sixteenth, seventeenth, eighteenth, nineteenth, and twentieth years of employment.
3. Unit members shall receive a \$525.00 longevity payment during their twenty-first and following years of employment.

D. PROMOTIONAL ADJUSTMENTS

On promotional moves an individual so promoted shall move from one schedule to the higher schedule at the next closest higher wage rate on the new schedule. Promotional moves, for the purpose of this provision, shall mean a job change from a lower salary schedule to a higher schedule. Such move and salary adjustment shall be limited only to bona fide promotions and not to transfers within the same classification or salary schedule.

E. PROFESSIONAL DEVELOPMENT

The District will make available an amount of \$20,000 per year, for the purpose of professional development. The District and the Union will form a joint committee consisting of District administrators and the Union Business Representative. The committee is charged with the development of the criteria and procedures for the use of the professional development funds by the union.

All training or classes required by the District shall be paid for by the District, said monies shall not come out of the annually designated professional development pool.

At ratification of this agreement a committee shall be formed to process all requests for reimbursement out of this pool. The committee shall include equal numbers of Unit members and District Representatives. Any requests that are deadlocked by the committee shall be processed through Article IX.

ARTICLE XIII

SHOP UNIT SECTIONS

Specific contract provisions covering wages, hours of work, and working conditions for each of the four respective shop unit follow and are identified accordingly:

SECTION I of the Agreement shall apply to unit members assigned to the Facility Operations and Planning and 52-week employees working within the Transportation Department.

SECTION II of this Agreement shall apply to unit members assigned to the Central Office Secretarial operations.

SECTION III of this Agreement shall apply to unit members assigned to the Food Service operations.

SECTION IV of this Agreement shall apply to unit member Bus Drivers and Attendants assigned to the Transportation operations.

It is expressly understood in all cases, such representation shall be in accordance with the official certification and recognition agreement between the District and the Union.

FACILITY OPERATIONS AND PLANNING SHOP UNIT

SECTION I.1

WORK HOURS, OVERTIME, SHIFT AND SPECIAL ADDERS

A. NORMAL WORK HOURS

Except as otherwise specifically provided for in this contract, the normal workday for full-time employees shall consist of either eight (8) hour days or eight (8) hour nights, and the normal work week for full-time employees shall consist of five (5) eight (8) hour days or five (5) eight (8) hour nights, to be worked consecutively for a total of forty hours each week.

Full-time employees shall either work 40 or 52 weeks per year depending on job assignments.

B. OVERTIME

1. Time and one-half will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week or holidays.
2. Holiday pay will be counted as time worked for overtime pay computations.
3. Full-time employees assigned to seven day operations will receive time and one-half for work performed on the 6th day of their individual work week.
4. It is understood that no employee will be assigned a regularly scheduled work week which includes both Saturday and Sunday.
5. Employees of this unit will have the option to take time off in lieu of payment of overtime subject to supervisory approval. Said compensatory time shall be compensated at time and one-half after forty (40) hours worked during a work week (reference Article X, P.).

C. SHIFT DIFFERENTIAL

1. Employees whose regularly scheduled shift is between the hours of 3:00 p.m. and 11:30 p.m. or between 11:30 p.m. and 7:30 a.m. shall be paid sixty-five cents (\$0.65) per hour premium in addition to the scheduled wage rate.
2. Employees called to work on a shift other than that to which regularly assigned, will receive the shift premium for the shift upon which the call-in occurs and will continue to receive the shift premium until the end of the work assignment for the day.
3. Shift premium payments will be in addition to any overtime premium payments in conformance with the Agreement and the law.

D. BACK-UP ADDER

1. A unit member who is assigned temporarily to a higher custodial classification shall receive an adder of fifty cents (\$.50) per hour for the duration of such assignment. Within the meaning of this paragraph it is understood that an assignment must be of at least eight (8) hours duration in order to qualify for the adder. Back-up adder will be in addition to any shift differential the employee would receive, even if temporarily assigned to a different shift.
2. A backup person in Facility Operations and Planning is to receive fifty cents (\$.50) per hour additional when performing in the position which he is backing.

E. CALL-BACK PAY

There shall be a minimum of three hours pay for call-back-to-work beyond the regular work schedule, when requested by the Administration of the Facility Operations and Planning.

SECTION I.2

GENERAL PERSONNEL PRACTICES

A. WEEK-END BUILDING CHECKS

The District will not require custodians to conduct weekend building checks. No custodian is to be held accountable or responsible for any deficit, vandalism, or boiler outage from quitting time on the last day of work of the week to reporting time on the first day of the following work week. Management is to make arrangements for any or all coverage.

B. LOCKERS

Management will provide lockers for personal tools and equipment of tradesmen mechanics. Lockers will also be provided for custodians. The District will make a reasonable attempt to provide a suitable area for the storage of personal items and a suitable area for breaks and lunches.

C. SENIORITY

A full-time employee with one (1) year or more of service, who is on an extended leave of absence for health reasons, will receive credit toward vacation and sick pay for time worked prior to the extended illness, should he/she be rehired by the District. An extended leave of absence begins when the sick pay entitlement ends.

D. GRADE REDUCTION

Any unit member of this shop unit who is reduced in grade because of a force reduction will receive a wage, in the new lower grade, at the same progression step he/she had attained in the former wage schedule.

E. Garage mechanics shall receive an annual tool allowance, effective July 1, 2008 \$650, July 1, 2009 \$700.

F. Since the District requires General Auto Mechanics I and II to use their own tools in the performance of their jobs, the District will replace their tool chests should they be lost due to fire or theft. This replacement commitment would not cover incidental loss or damage to individual tools or loss or damage to tool chests and their contents due to negligence on the part of the General Auto Mechanics I or II. The District provides this protection only for those tool chests and contents not covered by homeowner's or personal insurance.

G. It will be necessary for all General Auto Mechanics' I and II tools to be inventoried and periodic auditing will be necessary to check the consistency of this inventory with the actual tools on hand. All tools will be permanently marked with the General Auto Mechanics' I or II initials for identification purposes. As tools are added or removed from the inventory, the General Auto Mechanic I or II will be responsible for updating the inventory.

H. CDL FEE

The District will pay for the cost of CDL renewals for all employees whose job description requires a CDL.

EXHIBIT A

FACILITY OPERATIONS AND PLANNING

SCHEDULE OF PAY DIFFERENTIALS

PURPOSE OF DIFFERENTIAL	DIFFERENTIAL
Evening Shift (B-Shift) – All regular hours worked between 2:30 p.m. and 11:30 p.m.	\$.065/hr.
Night Shift (C-Shift) – All regular hours worked between 11:00 p.m. and 7:30 a.m.	\$.065/hr.
Group Leader Mechanical, Structural, Grounds, Central Stores, Bus Garage, AV Lead and Rapid Response Team	\$2.00/hr.
Special Lead Print Shop, Preventative Maintenance	\$0.60/hr.
Inspectors Pavement resurfacing, roof reconstruction/ major repair projects or special assignments as needed	\$0.60/hr.
Certifications and Licenses Refrigeration, Pesticide Applicators, Master Electrician license, Backflow Inspector	\$0.60/hr.
Primary Asbestos Handlers	\$0.60/hr.
Back-up Asbestos Handler, as assigned	\$0.75/hr.
Pool Certification	\$0.60 hr.
Asbestos Handling Major Asbestos Handling Job as defined by the Department of Labor	\$6.50/hr.

The District will pay for the costs for all required certifications or licenses including NYS Inspection Licenses and DMV Inspection Licenses.

SNOW REMOVAL

Employees assigned to snow removal during the winter season who must work on the “B”-Shift or “C”-Shift to fulfill their assignment will be paid their hourly rate plus the shift differential for this work as long as the majority of their shift is worked on either the “B” Shift or “C” Shift.

FACILITY OPERATIONS WAGE SCHEDULES

FO-2		
STEP	08-09	09-10
1	\$10.28	\$10.43
2	\$10.48	\$10.64
3	\$10.72	\$10.85
4	\$10.98	\$11.10
5	\$11.24	\$11.37
6	\$11.51	\$11.63
7	\$11.72	\$11.91
8	\$11.89	\$12.13
9	\$12.08	\$12.31
10	\$12.26	\$12.50
11	\$12.46	\$12.69
12	\$12.71	\$12.90
13	\$12.90	\$13.15
14	\$13.20	\$13.35
15	\$13.49	\$13.66
16	\$13.76	\$13.96
17	\$14.14	\$14.24
18	\$14.63	\$14.63
19	\$15.13	\$15.15
20	\$15.62	\$15.66
21	\$16.11	\$16.16
22	\$16.63	\$16.68
23	\$17.16	\$17.21
24	\$17.55	\$17.76

Custodial Worker

FO-3		
STEP	08-09	09-10
1	\$11.95	\$12.12
2	\$12.19	\$12.37
3	\$12.48	\$12.62
4	\$12.77	\$12.92
5	\$13.08	\$13.22
6	\$13.39	\$13.54
7	\$13.63	\$13.86
8	\$13.84	\$14.11
9	\$14.06	\$14.32
10	\$14.27	\$14.55
11	\$14.52	\$14.77
12	\$14.80	\$15.03
13	\$15.03	\$15.32
14	\$15.31	\$15.55
15	\$15.59	\$15.84
16	\$15.87	\$16.13
17	\$16.18	\$16.42
18	\$16.57	\$16.74
19	\$16.94	\$17.15
20	\$17.48	\$17.54
21	\$18.04	\$18.09
22	\$18.62	\$18.67
23	\$19.22	\$19.27
24	\$19.64	\$19.89

Custodial Assistant
Maintenance Mechanic III

FO-4		
STEP	08-09	09-10
1	\$13.63	\$13.83
2	\$13.90	\$14.11
3	\$14.22	\$14.39
4	\$14.56	\$14.72
5	\$14.90	\$15.07
6	\$15.26	\$15.43
7	\$15.54	\$15.79
8	\$15.78	\$16.08
9	\$16.03	\$16.34
10	\$16.30	\$16.59
11	\$16.56	\$16.87
12	\$16.87	\$17.14
13	\$17.14	\$17.46
14	\$17.44	\$17.74
15	\$17.69	\$18.05
16	\$17.97	\$18.31
17	\$18.28	\$18.60
18	\$18.66	\$18.92
19	\$19.01	\$19.31
20	\$19.46	\$19.68
21	\$19.98	\$20.14
22	\$20.62	\$20.67
23	\$21.27	\$21.34
24	\$21.74	\$22.01

Auto Mechanic II
Custodian III
Driver/Messenger
Maintenance Mechanic II
Stock Clerk

FACILITY OPERATIONS WAGE SCHEDULES

FO-5		
STEP	08-09	09-10
1	\$14.52	\$14.73
2	\$14.81	\$15.03
3	\$15.16	\$15.33
4	\$15.51	\$15.69
5	\$15.89	\$16.06
6	\$16.26	\$16.44
7	\$16.55	\$16.83
8	\$16.80	\$17.13
9	\$17.07	\$17.39
10	\$17.33	\$17.66
11	\$17.61	\$17.93
12	\$17.94	\$18.22
13	\$18.23	\$18.56
14	\$18.52	\$18.86
15	\$18.82	\$19.16
16	\$19.08	\$19.47
17	\$19.40	\$19.74
18	\$19.78	\$20.07
19	\$20.15	\$20.47
20	\$20.61	\$20.86
21	\$21.05	\$21.33
22	\$21.74	\$21.79
23	\$22.41	\$22.50
24	\$22.90	\$23.19

Custodian II (Lead)
Senior Stock Clerk

FO-6		
STEP	08-09	09-10
1	\$15.77	\$16.00
2	\$16.08	\$16.32
3	\$16.47	\$16.65
4	\$16.85	\$17.04
5	\$17.25	\$17.44
6	\$17.66	\$17.86
7	\$17.97	\$18.28
8	\$18.25	\$18.60
9	\$18.53	\$18.89
10	\$18.81	\$19.17
11	\$19.12	\$19.46
12	\$19.48	\$19.79
13	\$19.79	\$20.16
14	\$20.16	\$20.48
15	\$20.56	\$20.87
16	\$20.91	\$21.27
17	\$21.30	\$21.64
18	\$21.81	\$22.05
19	\$22.29	\$22.57
20	\$23.01	\$23.07
21	\$23.74	\$23.81
22	\$24.50	\$24.57
23	\$25.29	\$25.36
24	\$25.84	\$26.17

Auto Mechanic I
Custodian I (Lead Building)
Driver/Mover
Maintenance Mechanic I
Printer II

FO-7		
STEP	08-09	09-10
1	\$16.05	\$16.28
2	\$16.48	\$16.61
3	\$16.77	\$17.05
4	\$17.16	\$17.35
5	\$17.56	\$17.76
6	\$17.99	\$18.18
7	\$18.31	\$18.62
8	\$18.59	\$18.95
9	\$18.88	\$19.24
10	\$19.18	\$19.54
11	\$19.48	\$19.85
12	\$19.85	\$20.16
13	\$20.17	\$20.55
14	\$20.59	\$20.88
15	\$21.00	\$21.31
16	\$21.39	\$21.74
17	\$21.86	\$22.14
18	\$22.31	\$22.62
19	\$22.79	\$23.10
20	\$23.44	\$23.59
21	\$24.20	\$24.26
22	\$24.97	\$25.05
23	\$25.77	\$25.85
24	\$26.34	\$26.67

Printer I
Supervising Stock Clerk

CENTRAL OFFICE

SECRETARIAL SHOP UNIT

SECTION II.1

GENERAL ABSENCE PROVISIONS

A. "OTHER" DAY

An additional day of paid absence shall be given to all Central Office unit employees to be used for unusual or extenuating conditions. Said request may not be unduly refused by the District and the District may require documentation before awarding the day.

SECTION II.2

GENERAL PERSONNEL PRACTICES

A. OVERTIME

1. In computing overtime on a weekly basis, any paid vacation, holiday, sick leave or entitlement will be counted toward the accumulation of the 40 hours.
2. Employees shall be paid time and one-half for all hours worked outside of their regularly scheduled five day work week.
3. Time and one half will be paid for all hours beyond forty (40) accumulated on a weekly basis or holidays.
4. Employees of this unit will have the option to take time off in lieu of payment of overtime subject to supervisory approval. Said compensatory time shall be compensated at time and one-half after forty (40) hours worked during a work week (reference Article X, P.).

B. SUBSTITUTES FOR UNIT MEMBERS

Substitutes for unit members will be called in whenever there is an absence, if the administrator feels the work load demands it.

C. BACK-UP/RESPONSIBILITY DIFFERENTIAL

A back-up responsibility differential of \$1.00 per hour worked will be paid to a Central Office Secretarial Unit member who performs the work of a higher level position for a period of up to twenty (20) consecutive work days. For any such assignment extending beyond twenty (20) consecutive work-days, a back-up differential of \$2.00 per hour will be paid retroactive back to the first day of back-up responsibility.

D. LICENSED PRACTICAL NURSES

1. LPN's shall be reimbursed for all mileage when traveling between schools at the current mileage rate.
2. The District shall pay the cost of renewal licensing fees for all LPN's.
3. LPN's shall be paid for all meetings required by the District.

E. WORK SCHEDULES

1. Central Office Secretaries normal work hours for full-time employees (except LPN's) in this unit shall consist of seven and one half hour (7.5) consecutive hours per shift, with five (5) consecutive shifts worked per week. These shifts are to be worked consecutively for a total of thirty-seven and one half (37.5) hours per week.
2. Licensed Practical Nurses (LPN's) normal work hours shall consist of seven (7) hours per shift, with five (5) consecutive shifts worked per week. These shifts are to be worked consecutively for a total of thirty-five (35) hours per week.

CENTRAL OFFICE SECRETARIAL WAGE SCHEDULES

CO-2			CO-4			CO-6			CO-7		
STEP	08-09	09-10	STEP	08-09	09-10	STEP	08-09	09-10	STEP	08-09	09-10
1	\$10.06	\$10.20	1	\$11.81	\$11.98	1	\$13.13	\$13.32	1	\$14.45	\$14.66
2	\$10.27	\$10.41	2	\$12.05	\$12.22	2	\$13.39	\$13.59	2	\$14.74	\$14.96
3	\$10.52	\$10.63	3	\$12.34	\$12.47	3	\$13.70	\$13.86	3	\$15.09	\$15.25
4	\$10.76	\$10.88	4	\$12.63	\$12.77	4	\$14.03	\$14.18	4	\$15.45	\$15.62
5	\$11.01	\$11.14	5	\$12.93	\$13.07	5	\$14.37	\$14.53	5	\$15.81	\$15.99
6	\$11.28	\$11.40	6	\$13.23	\$13.38	6	\$14.71	\$14.87	6	\$16.19	\$16.37
7	\$11.48	\$11.68	7	\$13.47	\$13.69	7	\$14.97	\$15.22	7	\$16.49	\$16.75
8	\$11.66	\$11.88	8	\$13.65	\$13.94	8	\$15.20	\$15.49	8	\$16.76	\$17.06
9	\$11.84	\$12.07	9	\$13.86	\$14.13	9	\$15.43	\$15.74	9	\$17.02	\$17.34
10	\$12.04	\$12.25	10	\$14.07	\$14.34	10	\$15.69	\$15.97	10	\$17.31	\$17.61
11	\$12.23	\$12.46	11	\$14.29	\$14.56	11	\$15.94	\$16.24	11	\$17.57	\$17.91
12	\$12.46	\$12.66	12	\$14.57	\$14.79	12	\$16.25	\$16.50	12	\$17.92	\$18.19
13	\$12.66	\$12.90	13	\$14.80	\$15.08	13	\$16.51	\$16.82	13	\$18.21	\$18.54
14	\$12.94	\$13.10	14	\$15.14	\$15.32	14	\$16.88	\$17.09	14	\$18.62	\$18.84
15	\$13.17	\$13.39	15	\$15.45	\$15.67	15	\$17.24	\$17.47	15	\$19.03	\$19.27
16	\$13.42	\$13.63	16	\$15.79	\$15.99	16	\$17.62	\$17.85	16	\$19.44	\$19.70
17	\$13.71	\$13.89	17	\$16.31	\$16.35	17	\$18.09	\$18.23	17	\$19.87	\$20.12
18	\$14.02	\$14.19	18	\$16.88	\$16.88	18	\$18.72	\$18.73	18	\$20.57	\$20.57
19	\$14.36	\$14.52	19	\$17.45	\$17.47	19	\$19.36	\$19.38	19	\$21.27	\$21.29
20	\$14.81	\$14.86	20	\$18.01	\$18.06	20	\$19.99	\$20.04	20	\$21.95	\$22.01
21	\$15.29	\$15.33	21	\$18.59	\$18.64	21	\$20.63	\$20.69	21	\$22.66	\$22.72
22	\$15.77	\$15.82	22	\$19.18	\$19.24	22	\$21.28	\$21.35	22	\$23.38	\$23.45
23	\$16.28	\$16.33	23	\$19.79	\$19.85	23	\$21.96	\$22.02	23	\$24.13	\$24.20
24	\$16.66	\$16.85	24	\$20.23	\$20.48	24	\$22.42	\$22.73	24	\$24.62	\$24.97

Office Clerk IV
Licensed Practicing Nurse (LPN)

Account Clerk
Account Clerk Typist
Benefits Clerk
Office Clerk III
Purchasing Clerk
Sub Calling Clerk

Office Clerk II
Senior Account Clerk Typist

Computer Service Liaison
Principal Account Clerk
Training Assistant

FOOD SERVICE SHOP UNIT

SECTION III.1

GENERAL ABSENCE PROVISIONS

1. Any employee not reporting to work at the beginning of a contract year or work year because of sickness which is verified by a written statement from a physician shall be treated for sick leave purposes as if she has so reported.
2. Employees absent due to illness in excess of five (5) consecutive work days will be required to receive medical clearance from the District Physician before returning to work. Only the Director of Food Services or the Director's designee outside of the Unit may direct a unit employee to the District Physician if the well being of the employee is in question.
3. Any Unit member reporting for work and leaving within the first thirty (30) minutes due to illness shall be required to use a sick day entitlement.
4. Any Unit member reporting for work and leaving after working thirty (30) minutes or more shall be paid for the full day.

SECTION III.2

GENERAL PERSONNEL PRACTICES

A. WORK SCHEDULES

A full-time Food Service employee shall be defined as an employee who regularly works between the hours of 6:00 a.m. and 4:00 p.m. for a minimum total of six (6) hours per day and/or thirty (30) hours per week.

The normal work schedule for all Food Service employees shall be equal to the number of school calendar serving days. A school calendar serving day is defined as a day when school in each respective building is in session for either a full or partial day which requires food service.

Employees (full and part time) shall be paid for all time worked and shall never be required to work 'off the clock'.

Extra work in the Food Service Department shall be afforded in seniority order within the building that requires the overtime and according to qualifications.

B. MEETINGS

Time spent in Food Service Manager Meetings shall be considered, for pay purposes, as time worked.

C. OVERTIME

Overtime shall be paid as prescribed by law. When required and approved in advance by the Director of Food Service or the Director's designee, all Food Service employees shall be paid at one and one half times their hourly rate for all work done over forty (40) hours and all work done past 4:00pm each day and for all hours worked on Saturday, Sunday and all holidays.

D. UNIFORMS

The District will provide a shoe allowance of eighty dollars (\$80.00) per year to food service workers. In addition, the District will provide hair nets, rubber gloves and aprons on a regular basis, to be determined by the parties.

The District will provide three (3) sets of uniforms prior to the scheduled 'Return To Work' date each year for employees who are hired prior to June 1 of the previous school year.

Subject to approval of the Food Service Director or Director's designee, uniforms will be replaced on a one for one basis during the school year.

The employee may at their own expense purchase additional uniforms. The District will make these available at the same cost.

E. DIFFERENTIALS

1. A fifty cent (\$.50) per hour differential will be paid to a Food Service employee when such employee is temporarily assigned and actually carries out the duties of a supervisor. The same differential may be paid to a Food Service employee if, on a temporary basis, that employee is assigned and actually carries out the duties and responsibilities of a cook or baker in a secondary school.

Following thirty (30) consecutive working days of such continued service in the same out-of-title capacity, the fifty cent (\$.50) per hour differential shall be increased to one dollar (\$1.00) per hour, commencing with the thirty-first (31st) working day.

2. The Arcadia Manager shall receive a \$0.50 per hour differential. This differential shall be applied on all hours worked and all entitlements and shall be applied before overtime calculations. This differential shall only apply as long as this Manager also holds the position of District Freezer Manager.

F. PAID TIME OFF

Members of this unit shall receive two (2) Personal Days (previously defined as (1) one death of a friend day, and one (1) family illness day).

Personal days, with pay, may be used for personal, legal, religious, business, household, family matters, or emergency situations which cannot be handled outside the normal working hours. Personal days with pay may not be used for personal holidays or vacations or as supplements to holidays or vacations. Personal days must be taken in full day increments and do not count against a member's perfect attendance.

All use of Personal Days must be submitted in writing, and such requests shall not be unreasonably denied. Any denial will be based on the ability to sustain the expected service levels/meal offerings at each building and shall not be based on economic impact of the absence.

G. PERFECT ATTENDANCE

For each semester of perfect attendance, an employee shall earn one additional holiday in the following semester. For the purpose of administering this provision, the first semester shall be identified as September 1 through January 31 and the second semester shall be identified as February 1 through June 30.

1. Such additional holidays are designated as:
 - a. For the first semester of perfect attendance, a floating holiday shall be awarded in the next semester so long as the floating holiday is on a non-instructional day, otherwise the day may be used on a non-instructional conference/professional development day.
 - b. For the second semester of perfect attendance, Labor Day shall become a paid holiday in the next semester.
2. An employee who attains perfect attendance in both semesters shall earn an extra day's pay beyond that defined above. This extra day shall be applied as an extra floating holiday in the next semester so long as the floating holiday is on a non-instructional day, otherwise this day may be used on a non-instructional conference/professional development day. This extra day cannot be carried over.

H. LEAVE WITHOUT PAY

1. Employees may request up to three (3) days unpaid leave during the regular school year. This leave will be granted based on the order of submission of the request to all 40-week employees and will be granted on the District's ability to replace the employee.
2. Such requests must be made in writing to their Director at least seven (7) days in advance. The Director will notify the employee within five (5) days approving or denying the request. The District will not unduly deny such requests and such denials may be subject to resolution under Article 9.
3. These three (3) unpaid days may be used for personal, legal, religious, business, household, family matters, or emergency situations which cannot be handled outside the normal working hours. These three (3) unpaid days may not be used for personal holidays or vacations or as supplements to holidays or vacations.

FOOD SERVICE WAGE SCHEDULES

FS-1			FS-2			FS-3			FS-4		
STEP	08-09	09-10	STEP	08-09	09-10	STEP	08-09	09-10	STEP	08-09	09-10
1	\$8.04	\$8.16	1	\$8.80	\$8.93	1	\$9.77	\$9.92	1	\$10.53	\$10.68
2	\$8.20	\$8.32	2	\$8.97	\$9.11	2	\$9.96	\$10.11	2	\$10.74	\$10.90
3	\$8.38	\$8.48	3	\$9.19	\$9.29	3	\$10.18	\$10.31	3	\$11.00	\$11.12
4	\$8.59	\$8.68	4	\$9.41	\$9.51	4	\$10.43	\$10.54	4	\$11.26	\$11.39
5	\$8.79	\$8.89	5	\$9.63	\$9.74	5	\$10.67	\$10.80	5	\$11.52	\$11.65
6	\$8.99	\$9.09	6	\$9.85	\$9.96	6	\$10.93	\$11.04	6	\$11.80	\$11.92
7	\$9.17	\$9.31	7	\$10.05	\$10.20	7	\$11.12	\$11.31	7	\$12.01	\$12.21
8	\$9.30	\$9.49	8	\$10.23	\$10.40	8	\$11.29	\$11.50	8	\$12.17	\$12.43
9	\$9.47	\$9.63	9	\$10.38	\$10.58	9	\$11.46	\$11.69	9	\$12.37	\$12.60
10	\$9.62	\$9.80	10	\$10.58	\$10.74	10	\$11.64	\$11.86	10	\$12.55	\$12.80
11	\$9.79	\$9.95	11	\$10.74	\$10.95	11	\$11.83	\$12.05	11	\$12.76	\$12.99
12	\$9.96	\$10.13	12	\$10.96	\$11.12	12	\$12.06	\$12.24	12	\$13.01	\$13.21
13	\$10.15	\$10.31	13	\$11.15	\$11.34	13	\$12.24	\$12.48	13	\$13.22	\$13.47
14	\$10.29	\$10.51	14	\$11.32	\$11.54	14	\$12.41	\$12.67	14	\$13.46	\$13.68
15	\$10.51	\$10.65	15	\$11.55	\$11.72	15	\$12.58	\$12.84	15	\$13.70	\$13.93
16	\$10.66	\$10.87	16	\$11.72	\$11.95	16	\$12.74	\$13.02	16	\$13.96	\$14.18
17	\$10.86	\$11.03	17	\$11.93	\$12.13	17	\$12.96	\$13.19	17	\$14.25	\$14.45
18	\$11.06	\$11.24	18	\$12.15	\$12.35	18	\$13.17	\$13.41	18	\$14.53	\$14.75
19	\$11.28	\$11.45	19	\$12.36	\$12.58	19	\$13.41	\$13.63	19	\$14.82	\$15.04
20	\$11.64	\$11.68	20	\$12.59	\$12.79	20	\$13.71	\$13.88	20	\$15.28	\$15.34
21	\$12.02	\$12.05	21	\$12.87	\$13.03	21	\$14.15	\$14.19	21	\$15.76	\$15.81
22	\$12.40	\$12.44	22	\$13.22	\$13.32	22	\$14.60	\$14.64	22	\$16.27	\$16.31
23	\$12.79	\$12.83	23	\$13.57	\$13.68	23	\$15.07	\$15.11	23	\$16.79	\$16.84
24	\$13.06	\$13.24	24	\$13.91	\$14.04	24	\$15.39	\$15.60	24	\$17.16	\$17.38

Food Service Helper

Senior Food Service Helper

Assistant Cook (6-12)
Baker

Cook (AP, ARM, ARH, AT, LR, OD, OL)

FOOD SERVICE WAGE SCHEDULES

FS-5		
STEP	08-09	09-10
1	\$10.99	\$11.15
2	\$11.21	\$11.37
3	\$11.47	\$11.60
4	\$11.74	\$11.87
5	\$12.02	\$12.15
6	\$12.31	\$12.44
7	\$12.52	\$12.74
8	\$12.71	\$12.96
9	\$12.90	\$13.15
10	\$13.10	\$13.35
11	\$13.32	\$13.56
12	\$13.56	\$13.79
13	\$13.80	\$14.03
14	\$14.03	\$14.28
15	\$14.28	\$14.53
16	\$14.55	\$14.78
17	\$14.86	\$15.06
18	\$15.17	\$15.38
19	\$15.47	\$15.70
20	\$15.94	\$16.01
21	\$16.45	\$16.50
22	\$16.97	\$17.02
23	\$17.51	\$17.57
24	\$17.92	\$18.13

Manager III
(AT & Elementary, except LR)

FS-6		
STEP	08-09	09-10
1	\$12.59	\$12.78
2	\$12.83	\$13.03
3	\$13.13	\$13.28
4	\$13.44	\$13.59
5	\$13.77	\$13.92
6	\$14.09	\$14.25
7	\$14.35	\$14.58
8	\$14.56	\$14.85
9	\$14.79	\$15.07
10	\$15.02	\$15.31
11	\$15.27	\$15.54
12	\$15.55	\$15.80
13	\$15.80	\$16.09
14	\$16.09	\$16.36
15	\$16.37	\$16.66
16	\$16.69	\$16.95
17	\$17.04	\$17.28
18	\$17.38	\$17.63
19	\$17.73	\$17.99
20	\$18.28	\$18.35
21	\$18.86	\$18.92
22	\$19.47	\$19.52
23	\$20.09	\$20.15
24	\$20.06	\$20.79

Manager II (LR and OD)

FS-7		
STEP	08-09	09-10
1	\$13.37	\$13.56
2	\$13.64	\$13.84
3	\$13.96	\$14.12
4	\$14.29	\$14.45
5	\$14.63	\$14.79
6	\$14.98	\$15.15
7	\$15.25	\$15.50
8	\$15.46	\$15.78
9	\$15.71	\$16.00
10	\$16.08	\$16.26
11	\$16.21	\$16.65
12	\$16.51	\$16.78
13	\$16.78	\$17.09
14	\$17.10	\$17.36
15	\$17.44	\$17.70
16	\$17.78	\$18.05
17	\$18.20	\$18.40
18	\$18.62	\$18.83
19	\$19.18	\$19.27
20	\$19.79	\$19.85
21	\$20.42	\$20.48
22	\$21.08	\$21.14
23	\$21.76	\$21.82
24	\$22.21	\$22.52

Manager I (AP, ARM, ARH, AT)
Note: Add \$1.00/hour for AP Caterer

TRANSPORTATION SHOP UNIT

SECTION IV.1

SCHEDULED WORK HOURS AND ASSIGNMENTS

The Union and the District have adopted policies with respect to certain procedures to be followed in the Transportation Department. The parties recognize the advantages of continuous review and improvement of operating practices. The Union and the District will continue their review of transportation practices and may change the current policies by mutual agreement.

In the event there is a gap in between work shifts of fifteen (15) minutes or less, the employee shall remain on the clock at their current hourly rate. This time shall be classified as waiting time.

In the event non-driving work is made available, either as extra overtime or additional work, said work will be made available to qualified employees in the Transportation Department in total seniority order. (i.e., drivers and attendants seniority will be dovetailed for the purposes of this paragraph). Qualifications shall be determined by the District.

Prior to the start of the school year if an attendant is assigned to an a.m., p.m., or midday run, they will receive 1 ½ hours pay or their actual hours worked on their 'route folder' assignment, whichever is greater.

When required and approved in advance by the Director of Transportation or the Director's designee, attendants may work beyond the 1.5, 3.0, 4.5 hour assignment. Attendants will be paid for the completion of their route folders in the first pay period that school returns.

SECTION IV.2

GENERAL NOTES

A. DRIVER DEFINITION

Regular Driver - is one who drives daily, both a.m. and p.m.

Part-time Driver - is one who drives daily, a.m. or p.m. only

Substitute Driver - A unit member, duly licensed and certified, but who is not assigned to a regular run.

All hours worked as a driver or attendant will count towards the hours required to qualify for benefits in Article VIII, Section H.

In all cases, language shall apply to both drivers and attendants equally.

B. SUBSTITUTE DEFINITION

1. Substitutes are included on the same schedule as regular transportation unit members but for the purpose of movement must work a minimum of 180 hours per year. Summer hours will be counted towards the 180 hour rule.
2. Employees who transfer from regular status to substitute will retain the same rate of pay while in substitute status as received prior to such transfer.
3. Every year that a substitute driver works over 180 hours will count towards the total accrual of longevity. Employees that work 180 hours in a year will be eligible for longevity as listed below.
 - a. Employees working 100 or more hours, but less than 180 hours in the current school year would be eligible for 50% of the longevity entitlement as listed below and ½ year's accrual towards longevity.
 - b. Employees working less than 100 hours in the school year would not be eligible for any longevity entitlement in that year.

C. TRANSFER TO SUBSTITUTE STATUS

1. Regularly assigned employees in the transportation department who wish to transfer to substitute status for a period of one to three months in any twelve month period must be employed by the District for a continuous period of at least five years in the transportation department. Regularly assigned transportation employees shall be required to submit a written request to the Director of Transportation at least thirty days (30) in advance of the request to transfer to substitute status and the reason therefore.
2. Any such request for a transfer to substitute status under the foregoing criteria shall only be made one time in any two year period (a year is defined as September through June).
3. An employee who is granted substitute status under the terms of this agreement shall not accrue seniority or sick time while on substitute status. When the employee is returned to regular status, the employee shall be reinstated to the level of seniority which they had at the time of their change in status to a substitute upon reinstatement to regular status.
4. For purposes of "run picks", the employee will be listed at the top of the "sub" list. The employee must pick an available run at the first run pick conducted upon expiration of the approved substitute status time period. If no run is available, the employee will then remain a sub (involuntary) until a run becomes available. Should more than one employee return on the same date, they will be listed based upon their current hire date in the transportation department for the first pick, thereafter, they will slot back in the order of their adjusted seniority date.
5. Any employees who wish to transfer to substitute status who do not meet the criteria under the terms of this Article and who do not obtain approval from the District shall be required to follow the process set forth in Section IV.3, C. of the agreement.
6. The determination on whether to grant the request to transfer to substitute status under the terms of this Article shall be solely within the discretion of the Department of Human Resources. The Teamsters also expressly acknowledge and agree that such determination shall not be subject to the applicable grievance procedure.

D. SENIORITY CALCULATION

Effective February 1, 1983, the following procedures are in effect for establishing driver seniority dates:

1. Transportation Staff hired either as a temporary substitute (i.e., driver waiting for a regular run to become available) or as a permanent substitute (i.e., driver who is hired to sub only) have not and will not be entitled to seniority.
2. Once a transportation unit member is assigned to a regular run, his/her seniority date will be established as of that date and the eight (8) month probationary period will also begin at the same time.
3. When two or more transportation unit members start on a regular run on the same date, the hire date as a substitute will determine the seniority of the two or more drivers. If the hire date as a substitute is the same, the application date then will determine the senior unit member. In cases where the application dates are the same, seniority will be determined alphabetically by the first letter of the last name.

E. OPERATIONAL PROCEDURES REVIEW

The Director of Transportation and his or her designees and the Transportation Shop Unit Representatives will meet on an as-needed basis to review operating procedures as they relate to driver assignments and work rules.

The District and the Union will meet prior to the end of the current school year to discuss the new school year's run picks and picking procedures. These procedures and assignments will be mutually agreeable between the District and the Union prior to implementation in the new school year.

F. EXAMINATION AND LICENSING FEES

1. Drivers and Attendants who provide training for others shall be entitled to a \$1.00 hourly differential.
2. The District will pay for the cost of CDL renewals for all employees whose job description requires a CDL.

3. The District will pay for the costs for all required certifications or licenses including NYS Inspection Licenses and DMV Inspection Licenses.
4. All mandated testing or training shall be paid for by the District. This shall include but not be limited to Refresher courses, drug & alcohol testing, annual physicals, Attendant/Driver wheel chair certification, 45 Minute Driver Road Test Follow-up, PPT Test, 30 hour driver test, 10 hour Attendant class, etc.

G. LEAVE WITHOUT PAY

- a. Employees may request up to three (3) days unpaid leave during the regular school year. This leave will be granted based on the order of submission of the request to all 40-week employees and will be granted on the District's ability to replace the employee.
- b. Such requests must be made in writing to their Director at least seven (7) days in advance. The Director will notify the employee within five (5) days approving or denying the request. The District will not unduly deny such requests and such denials may be subject to resolution under Article 9.
- c. These three (3) unpaid days may be used for personal, legal, religious, business, household, family matters, or emergency situations which cannot be handled outside the normal working hours. These three (3) unpaid days may not be used for personal holidays or vacations or as supplements to holidays or vacations.

H. PERFECT ATTENDANCE

For each semester of perfect attendance, an employee shall earn one additional holiday in the following semester. For the purpose of administering this provision, the first semester shall be identified as September 1 through January 31 and the second semester shall be identified as February 1 through June 30.

1. Such additional holidays are designated as:
 - a. For the first semester of perfect attendance, a floating holiday shall be awarded in the next semester so long as the floating holiday is on a non-instructional day, otherwise the day may be used on a non-instructional conference/professional development day.
 - b. For the second semester of perfect attendance, Labor Day shall become a paid holiday in the next semester.
2. An employee who attains perfect attendance in both semesters shall earn an extra day's pay beyond that defined above. This extra day shall be applied as an extra floating holiday in the next semester so long as the floating holiday is on a non-instructional day, otherwise this day may be used on a non-instructional conference/professional development day. This extra day cannot be carried over.

SECTION IV.3

SENIORITY AND RECALL

A. SENIORITY - GENERAL RULES

1. Seniority within the Transportation Department shall be defined as the length of continuous service in the employ of the District in the classification as a regular driver, since last date of hire. In accordance with such definition, such seniority shall commence with the actual starting date of active employment as a regular driver.
2. Substitutes have no seniority and time spent as a substitute in the Transportation Department or other departments in the District will not accrue seniority for bumping or layoff protection.
3. Seniority will not accrue while on layoff.
4. Seniority with the Greece Central School District will be lost in accord with items 1 and 2 under Recall Rights, below.
5. An employee who loses seniority and is subsequently rehired will be considered as a newly hired employee.

6. Seniority will not accrue while on unpaid leave of absence.

B. RECALL RIGHTS

1. Recall rights will be in force for one (1) year plus one (1) month (13 calendar months) or period of employment, since last date of hire, whichever is less. Recall will be on basis of seniority.
2. Rejections of regular work as a bus driver, offered by the District, will be considered a resignation from the District.
3. In the event the District contracts the entire bus fleet and lays off all bus drivers, each affected person so laid off under these conditions shall retain unlimited recall rights to such positions should the District reinstate full operation of its bus fleet and drivers, provided such recalled drivers can satisfy all District and statutory examination and requirements.

C. TRANSFER TO SUBSTITUTE STATUS

Regularly assigned employees who wish to transfer to substitute status will be considered resigned and should they be rehired for regular assignment will be reinstated as a new employee.

D. RETURN FROM LEAVE

Whenever a full-time driver returns from an extended unpaid leave, due to illness or accident, he/she shall have the opportunity to select the first available a.m. and p.m. run that becomes open at his/her seniority level, adjusted to reflect the leave, provided the driver has been employed in the District for three consecutive years.

TRANSPORTATION WAGE SCHEDULES

STEP	T-1	
	08-09	09-10
1	\$10.25	\$10.40
2	\$10.45	\$10.61
3	\$10.70	\$10.82
4	\$10.96	\$11.08
5	\$11.22	\$11.34
6	\$11.48	\$11.61
7	\$11.69	\$11.88
8	\$11.86	\$12.09
9	\$12.05	\$12.28
10	\$12.23	\$12.47
11	\$12.43	\$12.66
12	\$12.66	\$12.87
13	\$12.87	\$13.10
14	\$12.93	\$13.32
15	\$12.99	\$13.38
16	\$13.03	\$13.44
17	\$13.09	\$13.49
18	\$13.22	\$13.55
19	\$13.29	\$13.68
20	\$13.39	\$13.75
21	\$13.52	\$13.86
22	\$13.80	\$13.99
23	\$14.07	\$14.28
24	\$14.40	\$14.56

Attendant

STEP	T-2	
	08-09	09-10
1	\$12.29	\$12.47
2	\$12.53	\$12.72
3	\$12.83	\$12.97
4	\$13.13	\$13.28
5	\$13.44	\$13.59
6	\$13.77	\$13.92
7	\$14.01	\$14.25
8	\$14.24	\$14.50
9	\$14.46	\$14.74
10	\$14.70	\$14.97
11	\$14.94	\$15.21
12	\$15.21	\$15.46
13	\$15.46	\$15.75
14	\$15.72	\$16.00
15	\$15.96	\$16.27
16	\$16.21	\$16.52
17	\$16.56	\$16.78
18	\$17.14	\$17.14
19	\$17.72	\$17.74
20	\$18.29	\$18.34
21	\$18.87	\$18.93
22	\$19.48	\$19.53
23	\$20.10	\$20.16
24	\$20.54	\$20.80

Driver

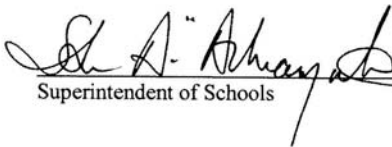
ARTICLE XIV

APPROVAL OF LEGISLATIVE BODY

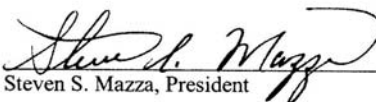
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated this 16th day of September, 2009.

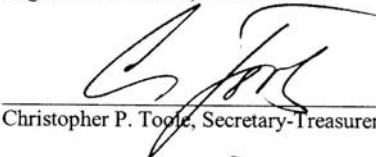
GREECE CENTRAL SCHOOL DISTRICT:

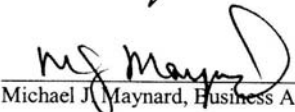

Superintendent of Schools

TEAMSTERS LOCAL #118:


Steven S. Mazza, President


Eugene A. DeLorme, Vice-President


Christopher P. Tootle, Secretary-Treasurer


Michael J. Maynard, Business Agent

TEAMSTERS-GSCD NEGOTIATION COMMITTEE:

FOOD SERVICE

Mary Ellen Appelt
Mary Ellen Appelt

Lucille Fedele
Lucille Fedele

Rose Marie Turnquist
Rose Marie Turnquist

FACILITY OPERATIONS

Greg Cargill
Greg Cargill

Greg Hale
Greg Hale

Michael J. Brown
Michael J. Brown

Robert Houseman
Robert Houseman

Phil Ritz
Phil Ritz

Leo Dionese
Leo Dionese

CENTRAL OFFICE - LPN's

Virginia Boula
Virginia Boula

TRANSPORTATION

Barb Schulz
Barb Schulz

Linda Taccone
Linda Taccone

Edward Beenhouwer
Edward Beenhouwer

Cheryl Beenhouwer
Cheryl Beenhouwer