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Contract Database Metadata Elements

Title: **Port Byron Central School District and Service Employees International Union (SEIU), Local 200United (2008)**

Employer Name: **Port Byron Central School District**

Union: **Service Employees International Union (SEIU)**

Local: **200United**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

PERB ID Number: **5980**

Unit Size: **28**

Number of Pages: **28**

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**AGREEMENT BETWEEN
THE BOARD OF EDUCATION
PORT BYRON CENTRAL SCHOOL DISTRICT**

Port Byron, New York

and the

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200United

July 1, 2008 through June 30, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 12 2010

ADMINISTRATION

28

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ARTICLE I - PREAMBLE

Section 1.0 Statement

1.1 The Board and the SEIU Local 200United firmly believe that the primary function of the Board and this bargaining unit is to assure efficient performance of all duties in meeting the needs of the students, teachers, administrators, and in maintaining good public relations. The Board and the SEIU Local 200United believe that the greatest degree of efficiency is realized when mutual understanding, cooperation and effective communications exist between the Board and its staff.

ARTICLE II - RECOGNITION

Section 1.0 Statement

The Board of Education of the Port Byron Central School District acknowledges the order of the Public Employment Relations Board in Case Number C-4192 which certified the Service Employees International Union, Local 200United as the exclusive representative of the employees in the identified negotiating unit.

Section 2.0 Negotiating Unit

Included: All regularly employed persons in the following titles: Senior Account Clerk/Typist, Account Clerk/Typist, Senior Typist, Clerk, Typist, A.V. Aide, Certified Teaching Assistant, Teacher Aide, Principal Account Clerk and School Monitor.

Excluded: All temporary, substitute and casual employees and all other employees.

Section 3.0 No Strike Affirmation

The Union hereby affirms a policy that it does not assert the right to strike against the school system, nor will it assist in or take part in any such strike by the employees, nor will it impose any obligation on such employees to conduct, assist, or participate in a strike.

ARTICLE III - MANAGEMENT RIGHTS

Section 1.

The Union recognizes that the District has the obligation of serving the public with high quality, efficient and economical educational services. Accordingly, the Union recognizes and agrees that the management of the District, the direction of its working force, and the exercise of the ordinary and customary functions of management, whether or not exercised by the District prior to the execution of this Agreement, shall be in the sole discretion and responsibility of the District, subject to the terms of this Agreement.

Section 2.

Without limiting the generality of the preceding sentences, the District subject to the terms of this agreement retains the sole and exclusive right to manage its educational services and to direct the working force, including, but not limited to, the right to decide the number and location of its educational service operations, the educational service operations to be conducted and rendered, and the methods, processes and means used in operating its educational services, and the control of the buildings, real estate, materials, its educational services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, supervise, evaluate, layoff, assign, transfer, promote and determine the qualifications of employees; to determine whether or not to subcontract, and to make the rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The District reserves the right to reduce the work force at any time as conditions demand.

Section 3.

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the District to the Union.

ARTICLE IV - DEFINITIONS

Section 1.0 Twelve-Month Employees - Competitive Classification

1.1 Full-Time shall be those positions in which the work year will be from July 1 to June 30, 8 hours per day, 5 days per week, not including 1/2 hour for lunch. On student vacation days within the adopted student calendar, the day shall be 7 hours, including 1/2 hour for lunch. From July 1, to August 31, the day shall be 7 hours including 1/2 hour for lunch. (On student vacation days, offices will be staffed for 7 hours, with Immediate Supervisors determining shift time(s), beginning no earlier than 7:00 a.m. and ending no later than 4:00 p.m.)

1.2 Part-Time shall be those positions in which the work year will be from July 1 to June 30, less than 8 hours per day, 5 days per week, not including 1/2 hour for lunch. On student vacation days within the adopted student calendar, and from July 1, through August 31, the work day shall be pro-rated from a 7 hour base, not including lunch. (Ex. A 1/2 time employee will work 3-1/2 hours, not including lunch). If the pro-rated hours extend beyond 4-1/2 hours, lunch will be included.

Section 2.0 Eleven Month Employees - Competitive Classification

2.1 Full-Time shall be those positions in which the work year will be from September 1 to June 30, 8 hours per day, 5 days per week, not including 1/2 hour for lunch and 20 days from July 1 to August 31, scheduled by the Immediate Supervisor, 7 hours per day, including 1/2 hour for lunch. On student vacation days within the adopted student calendar, the day shall be 7 hours, including 1/2 hour for lunch. (On student vacation days, offices will be staffed for 7 hours, with Immediate Supervisors determining shift time(s), beginning no earlier than 7:00 a.m. and ending no later than 4:00 p.m.)

2.2 Part-Time shall be those positions in which the work year will be from September 1 to June 30, less than 8 hours per day, 5 days per week, not including 1/2 hour for lunch, and 20 days from July 1, to August 31, scheduled by the Immediate Supervisor, where the hours shall be pro-rated on a 7 hour base, not including lunch. (Ex. A 1/2 time employee will work 3-1/2 hours, not including lunch). If the pro-rated hours extend beyond 4-1/2 hours, lunch will be included. The hours for student vacation days within the student calendar shall be the same as for July 1, through August 31.

Section 3.0 Ten-Month Employees - Competitive Classification

3.1 Full-Time shall be those positions in which the work year is from September 1 to June 30, 8 hours per day, 5 days per week, not including 1/2 hour for lunch. On student vacation days within the adopted student calendar, the day shall be 7 hours, including 1/2 hour for lunch.

3.2 Part-Time shall be those positions in which the work year will be from September 1 to June 30, less than 8 hours per day, 5 days per week, not including 1/2 hour for lunch. On student vacation days within the adopted student calendar, the day shall be pro-rated from a 7 hour base, not including 1/2 hour for lunch. (Ex. A 1/2 time employee will work 3-1/2 hours, not including lunch on a student vacation day.) If the pro-rated hours extend beyond 4-1/2 hours, lunch will be included.

Section 4.0 Competitive Classification

- 4.1.1 Senior Account Clerk-Typist
- 4.1.2 Account Clerk-Typist
- 4.1.3 Senior Typist
- 4.1.4 Typist
- 4.1.5 Clerk
- 4.1.6 Audio-Visual Aide
- 4.1.7 Principal Account Clerk

Section 5.0 Non-Competitive Classification

5.1 Those whose non-competitive, i.e. no examination required, Civil Service positions require a minimum of the adopted school calendar for teachers, up to 8 hours per day, not including 1/2 hour for lunch.

- 5.1.1 Teacher Aide
- 5.1.2 Certified Teacher Assistant
- 5.1.3 School Monitor

Those individuals under this heading must meet all requirements as those stated under the NCLB Law, as well as meeting all state certification requirements.

These employees will be expected to follow the instructional calendar as adopted by the Port Byron Central School District. In the event an emergency day occurs, these employees will not be expected in attendance. If said day(s) need to be made up, the employee will attend at no additional compensation. The intent of these provisions is for all teaching assistants to work the same calendar as the districts instructional staff. For the 12 month teaching assistant they will work according to Section 1.0. For all teaching assistants who follow the instructional calendar, paid holidays and vacations shall not apply.

Section 6.0 - Rate of Compensation

6.1 Individuals who have earned compensation due to sick leave, sickness in the family, personal business days or vacation, will be at the rate that is considered their

work day. Example: 8 hour employees - 8 hours of pay; 4 hour employees - 4 hours of pay; 2 hour employees - 2 hours of pay.

Section 7.0 - Overtime

7.1 All time worked over 40 hours in the designated work week that will be paid at the rate of 1 1/2 times the individual's hourly rate will receive prior approval from the Superintendent of Schools or his designee.

7.2 All time worked over assigned regular work week not paid at the rate of 1 1/2 times the individual's hourly rate will be granted equal compensatory time as approved by the Immediate Supervisor.

Section 8.0 - Job Descriptions

8.1 A copy of a job description of the above positions will be supplied by the Administration to the SEIU Local 200 United members filling those positions.

Section 9.0 - Employment Security

9.1 In the event of a reduction of the work force in the competitive Civil Service classification, the Port Byron Central School will adhere to Civil Service Law and Rules & Regulations. (i.e., in order to determine which employee within a classification would be dismissed, seniority will be determined by length of service to the District, regardless of previous positions held)

9.2 If a competitive position is abolished, employees in this category will be given the option to bump into the non-competitive classification, using years of service to the Port Byron School District and qualifications as a guideline.

9.3 In the event of a reduction in the non-competitive classification, employees shall be laid off in the inverse order of their seniority, using years of service to the Port Byron Central School District as a guideline.

9.4 Management maintains the right to assign and/or reassign personnel in the best interests of the school district. All involved parties, including the Unit President, shall be informed of the rationale behind such assignment/reassignment prior to the final decision. Sufficient time will be provided for appropriate rebuttal.

ARTICLE V - HOLIDAYS

Section 1.0

Twelve (12) month employees shall receive paid holidays per year as follows:

July 4	Thanksgiving (2)*	President's Day
Labor Day	Christmas (2)	Good Friday
Columbus Day	New Years (2)	Memorial Day
Veterans Day	Martin Luther King	

*An additional 1/2 day shall be given on Thanksgiving vacation (Wednesday) as long as students are not in attendance.

Section 2.0

Hourly employees shall receive paid holidays as listed below:

Labor Day	Christmas (2)	President's Day
Columbus Day	New Year's Day	Good Friday
Veterans' Day	Martin Luther	Memorial Day
Thanksgiving (2)	King Day	

Section 3.0

In the event that an employee works the first two weeks in July they will be given one additional paid holiday:

July 4th

ARTICLE VI - VACATIONS

Section 1.0 - Employee Vacations

Salaried clerical employees vacation time shall be as follows:

<u>Months Worked</u>	<u>Years Service</u>	<u>Vacation Days</u>
12	1 - 5	12
12	6-15	15
12	16-20	20
12	21 plus	23
11	1 - 5	11
11	6 -15	14
11	16 plus	17
10	1 - 5	10
10	6 -15	13
10	16 plus	16

Section 2.0

Earned vacation rights shall accrue on the fiscal school year (July 1 - June 30). Employees hired during the fiscal school year will earn pro-rated vacation rights for the first fiscal year following their hire date. Ex. (12 month employee) hired 11/89; vacation for fiscal school year 1990-91 will be 8 days, and as per negotiated contract every year thereafter. (11 month employee) hired 11/89; vacation for fiscal school year 1990-91 will be 7 days, and as per negotiated contract every year thereafter. (10 month employee) Hired 11/89; vacation for fiscal school year 1990-91 will be 6 days, and as per negotiated contract every year thereafter.

2.2 No more than 1 year's unused vacation time can be accrued to the next fiscal year.

2.3 No more than 2 consecutive weeks can be taken unless approved by the Immediate Supervisor and Superintendent of Schools.

Section 3.0

All vacation requests shall be made no less than two (2) weeks prior to the date of the beginning of the vacation. Vacations shall be planned so that employees will not be on vacation during peak work periods. Vacation requests must be in writing and

approved by the Immediate Supervisor. Vacations of less than one week may be arranged with shorter notice, but through the same channels.

Section 4.0

The benefit received corresponds to the assigned work day.

ARTICLE VII - EMERGENCY CLOSING

Section 1.1

Employees shall not report to work in the event of an emergency closing, unless requested otherwise by their Immediate Supervisor or Superintendent of Schools.

Section 1.2

In the event an employee is required to work, that employee shall be granted equal compensatory time..

Section 1.3

When school is delayed employees will not suffer any loss in wages.

ARTICLE VIII - LEAVES

Section 1.0 - Sick Leave

1.1 Sick days accrue at the rate of 14 days per year (pro-rated - 12 sick days for 10 month employees).

1.2 Unused sick leave will accumulate to a total of 185 days.

1.3 Sick days of those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new work day.

1.3.1 Example: an 8 hour employee becomes a 4 hour employee. He has accumulated 21 8 - hour sick days. $8 \text{ hours} \times 21 \text{ days} = 168 \text{ hours}$.

168 hours

4 hours = 42 days of the type worked.

1.3.2 Example: a 6 hour employee becomes an 8 hour employee and has accumulated 21 6-hour sick days. $6 \text{ hours} \times 21 \text{ days} = 126$.

126 hours

8 hours = 15.75 days of the 8-hour type.

Section 2.0 Emergency Personal Sick Leave

It is recognized that employees, on occasion, do not have accumulated personal illness leaves to cover a prolonged illness. A prolonged illness is defined as requiring the employee to be absent from work a period of time in excess of 15 work days. It is agreed that:

2.1 All contributions to be voluntary.

2.2 Only for involuntary disabilities or illness.

2.3 Each employee enrolling in the bank will donate one day of sick leave to the bank each year until there is a maximum equal to the number of employees in the negotiating unit. No more days will be added, except by new membership, or until the bank is depleted to 15 days.

2.4 Those who withdraw from eligibility cannot withdraw donated days.

2.5 Personal sick leave must be depleted before bank can be utilized.

2.6 Maximum of 15 days in any one year to any one person.

2.7 Persons using bank do not have to replace days.

2.8 SEIU Local 200United shall administer this bank and supervise its operation under the procedures to be worked out between the SEIU and the District. The SEIU will submit a detailed report of the operation and use of the sick day bank including the names of the person(s) using the bank, the number of days used by each individual, the type of disability or illness and the manner of certification of disability or illness.

The report shall be submitted on or before February 15 and July 15 of each school year.

2.9 Employees hired on or before September 1 of each school year may enroll in the Sick Day Bank by notifying the SEIU by October 1 of their intention. Employees hired after September 1 shall have 30 work days to indicate whether they wish to participate in the Sick Day Bank.

Section 3.0 - Other Leaves

3.1 Personal Business Days: Not more than three (3) days per year may be granted, with pay, to an employee for personal business that cannot be handled outside school hours. The request for such leave is to be made to the Immediate Supervisor.

3.1.1 The Immediate Supervisor shall be given reasonable notice in advance of the request for a personal business leave, except in conditions of extreme emergency. Under no circumstances will a business leave be retroactive.

3.1.2 A business leave request immediately prior to and immediately following a vacation will generally be refused. However, exceptions may be made in the case of unusual or emergency situations.

3.1.3 The reasons for three (3) business leave days must be stated on the request form. It is not necessary to go into intimate details for a request made for "a most personal nature".

3.1.4 At the conclusion of each year, all unused business leave days shall be added to the member's accumulated sick leave.

3.2 Twelve (12) month employees will be allowed six (6) days and ten (10) month employees will be allowed four (4) days, without loss of pay, per school year in the event of illness in the immediate family. This is not accumulative.

3.3 All employees will be allowed up to four (4) days of absence without loss of pay on account of each death in the immediate family. This is not accumulative.

3.4 It is the intent that employees accrue benefits in proportion to the hours they work.

3.5 Immediate family shall include: father, father-in-law, mother, mother-in-law, grandparent, grandchildren, sister, sister-in-law, brother, brother-in-law, wife, husband, aunt, uncle, child of employee or spouse, a relative other than those mentioned who is living in the employee's home.

3.6 A medical certificate, verifying the illness in the family, necessitating the employee's absence, may be requested at the discretion of the Superintendent of Schools.

ARTICLE IX - CREDIT FOR PREVIOUS EXPERIENCE

Section 1.0

Prospective candidates for positions covered under this agreement and future positions of a clerical nature may receive credit for previous experience as determined by the school district. In addition to the determination of initial salary or wage rate, the school district may grant a prior experience initial sick leave credit up to twenty-five (25) sick leave days.

ARTICLE X - POSTING AND DISTRIBUTION OF INFORMATION

Section 1.0

A copy of the negotiated contract shall be given to each member of the bargaining unit .

Section 2.0

Where new jobs are created or openings occur the openings shall be posted, showing the job title, a description of the work, requirements and salary range. Notices will remain posted for five (5) working days before filling the vacancy. The elected officers of the SEIU Local 200United or designee shall meet with the Superintendent or designee to negotiate a fair salary for newly created positions.

Section 3.0

All members of this unit will receive employment notices and other pertinent information as to their status for the coming school year by June 30th. This notification shall be in writing.

Section 4.0

The District agrees to pay for Fingerprinting.

Section 5.0 Unemployment Insurance – Notification

5.1 For the sole and express purpose of complying with the revisions to the Federal Unemployment Tax Act enacted under Public Law 94-566 and commonly referred to as the Unemployment Compensation Amendments of 1976, which requires each state to provide unemployment insurance coverage to local government employees, which by companion legislation was enacted in 1977 by New York State and so long as the statutes as noted above are applicable to the school district, employees covered by this agreement shall be presumed to have a continuing contract with the district to resume work at the beginning of the ensuing year or term or immediately following vacation periods or holiday recesses unless otherwise notified.

ARTICLE XI - DUES DEDUCTIONS

Section 1.0

1. The Superintendent of the Port Byron Central School District agrees to deduct from the salaries of its employees membership dues for the union.

2. The union will certify to the Superintendent, in writing, the current rate of its membership dues or representation compensation fee. If the union changes the rate of its membership dues, it will give the Superintendent thirty (30) days notice prior to the effective date of such change.

3. Deductions will be made in the following manner. Membership dues, as certified above, will be deducted after ratification of this Agreement. An employee must submit to the District Office, on the approved form, a request for payroll deductions for union dues during the month of September in order to be included in the first payroll of October or during the month of January in order to be included in the first payroll of February of any school year. The District shall deduct beginning with the first payroll period after submission of the proper form, the amount as indicated on the form.

The above date will not apply to employees hired after said dates. Those employees will be allowed thirty (30) days from the commencement of their employment to authorize such deduction.

The union agrees to hold the employer harmless in terms of indemnification against damages and the payment of reasonable attorney's fees from any claims which may arise from Article XI, Section 1.0 or any claims by an employee arising from deductions made by the employer. Once the funds are remitted to the Union their disposition is the exclusive obligation and responsibility of the union.

4. Committee on Political Education (COPE)

Upon receipt of written authorization from an employee, the Employer shall pursuant to such authorization, deduct from the wages of the employee a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard "Voluntary COPE Deduction Authorization Form" for the purpose of this authorization.

ARTICLE XII - RETIREMENT PLAN

Section 1.0

Non-contributory retirement plan will be 75-i for all participants who were regularly employed and members of the New York State Employees' Retirement System on or before July 1, 1976. All persons employed after July 1, 1976 or those who are classified as Tier III and Tier IV retirement employees shall be required to make the mandatory individual contributions to the New York State Employees' Retirement System.

Section 2.0 Optional Coverage – All Tiers

Application of Unused Sick Leave as Additional Service Credit (Section 41-j)

Members may be eligible to apply unused sick leave as additional service credit towards retirement if the earning and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy and where cash payment is not made to the member. Allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

Section 3.0 Certified Teaching Assistants shall be covered under the New York State Teachers Retirement System.

ARTICLE XIII - TUITION

Section 1.0

When in the judgment of the Administration or immediate supervisor, a person in the bargaining unit requires an additional work related skill, the District will pay the cost of the workshop/seminar for that said employee to gain the additional skill.

ARTICLE XIV - EVALUATION

Section 1.0

Each member of the SEIU shall be subject to evaluation of job performance prior to January 31, for the school year. The evaluation shall be conducted openly and with full knowledge of the employee by the employee's immediate supervisor. The evaluation will be discussed by the employee and the immediate supervisor and signed by the employee. The employee will then be furnished with a copy of the evaluation. The evaluation will then be submitted to the Chief School Officer.

1.1 In the event of an unsatisfactory job performance evaluation, the employee may be subject to salary retention for the coming year. Prior to retention, however, the employee is entitled to:

1.1.1 A hearing with the Immediate Supervisor, Chief School Officer's administrative designee and two members of the Port Byron SEIU Local 200 United. At this hearing, the employee shall be given the opportunity to refute the evaluation.

1.1.2 A re-evaluation must be conducted within a three month period after this initial evaluation. The employee will also receive a copy of this evaluation.

1.1.3 If, at the end of the school year, the employee's job performance is still unsatisfactory, the employee shall receive notification in writing of salary retention for the coming year.

ARTICLE XV - SALARY AND WAGE RATES

Section 1.0 Minimum Hiring Salaries or Wage Rates

Title	2008-09	2009-10	2010-11
Clerk	\$20,500.00	\$21,733.00	\$22,385.00
Typist	\$20,500.00	\$21,733.00	\$22,385.00
Senior Typist	\$21,500.00	\$22,763.00	\$23,445.00
Account Clerk Typist	\$21,500.00	\$22,763.00	\$23,445.00
School Monitor	\$ 8.50/hr.	\$ 8.77/hr.	\$ 9.03/hr.
A-V Aide	\$16,068.00	\$17,168.00	\$17,683.00
Teacher Aide	\$ 8.50/hr.	\$ 8.77/hr.	\$ 9.03/hr.
Teaching Assistant	\$16,068.00	\$17,168.00	\$17,683.00

Individual unit member's salary or wage rates are contained in a separate appendix.

1.1 For the 2008-2009 school year employees covered by this agreement will receive a salary or hourly wage adjustment of 4.00% above their base salary which includes, if applicable, longevity amounts that they received for 2007-2008 school year.

1.2 For the 2009-2010 school year employees covered by this agreement will receive a salary or hourly wage adjustment of 3.00% above their base salary which includes, if applicable, longevity amounts that they received for 2008-2009 school year in addition to a payment of \$600.00 as a result of the elimination of the prescription card for the health care plan.

1.3 For the 2010-2011 school year employees covered by this agreement will receive a salary or hourly wage adjustment of 3.00% above their base salary which includes, if applicable, longevity amounts that they received for 2009-2010 school year.

Section 3.0 Qualifications of Starting Salary

3.1 Any person who is not or was not a member of the bargaining unit immediately prior to a change in position will be considered a new employee. Salary assignments and adjustments will be made under this premise.

Section 4.0 Longevity Payment:

4.1 \$300 will be added once to the base salary at the inception of the employee's 15th year and only increments thereafter.

4.2 Effective July 1, 2005, an increase of \$200 (totaling \$500) will be added once to the base salary at the inception of the employee's 20th year and only increments thereafter.

Section 5.0 Summer Tutors

5.1 Members of the negotiating unit who are selected and appointed to the position of summer tutor shall be paid as follows:

Teacher Aide	\$8.50 per hour of assigned work.
Teaching Assistant	\$11.68 per hour of assigned work.

ARTICLE XVI - HEALTH AND DENTAL INSURANCE AND FLEX PLAN

Section 1.0

Effective July 1, 2005, the District will provide health insurance for employees who work 30 hours or more per week. The District contribution shall be as follows:

- 90% of the premium per year for individual coverage
- 80% of the premium per year for family coverage

Employees shall have the option to choose either the current plan (Traditional Plan) or Modified Traditional Plan (or its successor)

All full time employees hired after July 1, 1984, who work less than 30 hours per week shall receive 50% coverage (i.e. 50% Individual or 50% family).

Effective June 30, 2009, the prescription card shall not be available to active members of the negotiating unit or for members who retire on or after July 1, 2009. In exchange for the elimination of the prescription drug card from the health care plan, the District agrees to add \$600.00 to the base salary of each unit member who returns to employment for the 2009-2010 school year. The \$600.00 payment is included within the amounts in the salary listing contained within Appendix.

Members of the negotiating unit who retire on or before June 30, 2009, shall retain the prescription card benefit, at the 2008-09 co-pay levels for life.

Section 2.0

Dental insurance shall be provided in the same plan and payment schedule as afforded the Port Byron Teachers' Association.

Section 3.0

Flexible Benefit Plan shall be provided in the same plan and payment schedule as afforded the Port Byron Teachers' Association.

ARTICLE XVII - GRIEVANCE PROCEDURE FOR THE SEIU, LOCAL 200UNITED NEGOTIATING UNIT

Section 1.0

To enable service unit employees to have a designated channel for the determination of grievance, the following procedures are established and authorized by the Board of Education of the Port Byron Central School District and SEIU Local 200United representing members of the full time, regular and part-time bargaining unit members.

Section 2.0 General Principles

2.1 "Grievance" shall mean any claimed violation, misrepresentation or inequitable application of the collective bargaining agreement between SEIU, Local 200United and the Board of Education, Port Byron Central School District. However, the term "grievance" shall not include any matter involving law or any rule or regulation having the force and effect of law.

2.2 In any case where the grievance involves a building-wide or system-wide practice or situation, as opposed to an individual grievance, the function of the Grievance Committee is to discuss, consider and determine the validity of such grievance and to judge its appropriateness for presentation. If such determination is in the affirmative, notice in writing, setting forth the nature of the grievance shall be sent to the Superintendent of Schools.

2.3 The decision made at each stage should be independent of advice and opinion of anyone involved in succeeding stages.

2.4 After the first stage, the aggrieved may be represented at all times by someone of his own choice.

2.5 All grievances are to adjudicated within 30 school days from the date of initial presentation in the first stage.

Section 3.0 Election of Grievance Committee

3.1 Within 35 days after the opening of school in September, there shall be held, under the auspices of the SEIU, Local 200United, an election of the Grievance Committee. The Grievance Committee shall consist of three members of the SEIU, Local 200United of the School District. This election is to be by secret ballot. Election of the members of the Grievance Committee is to be determined by a plurality, with the person getting the next highest number of votes to be designated as the alternate. The Grievance Committee, in addition, shall include a representative from the Administration, elected among themselves, with an alternate also designated. The Superintendent of Schools and Business Administrator shall not be a member of the Grievance Committee.

3.2 The Chairman of the Grievance Committee should be elected from within the group itself.

3.3 If a member of the Grievance Committee had a grievance himself, or is a party to a grievance, he would need to be replaced pro-tem on this committee.

Section 4.0 Grievance Procedure

4.1 First Stage

4.1.1 The employee orally and informally confers with his immediate superior in a genuine effort to resolve the grievance. The Elementary School Principal is to be considered the immediate superior for all clerical employees in the Elementary School. The Junior-Senior High Principal is to be considered the immediate superior for all employees in the Junior-Senior High School. The Business Administrator is to be considered the immediate superior for all employees in the Business Office. If the problem remains unresolved, the Administrator must explain his/her interpretation to the grievant. The first stage should be limited to five school days.

4.2 Second Stage

4.2.1 If personal conferences do not result in agreement on the first stage, then the employee may have recourse to the Grievance Committee. Within three school days after the first stage, the aggrieved person or persons must submit in writing a statement of grievance on the form provided below with comments provided by their Immediate Supervisor. Within five school days after receipt of this grievance, the Grievance Committee shall determine whether or not the employee has a substantial grievance. If such a determination is in the affirmative, notice in writing, setting forth the nature of the grievance, shall forthwith be sent to the Superintendent of Schools.

4.3 Third Stage

4.3.1 Within seven school days after receipt of this notice, the Superintendent shall hold a conference with the Grievance Committee, the Immediate Supervisor and the aggrieved employee and his representative, if one is chosen.

4.3.2 If such conference does not result in agreement, the matter shall be referred immediately to the Board of Education for final determination. The Board of Education shall be provided with all pertinent data, including the Grievance Form and recommendations of the Immediate Supervisor and Superintendent.

Section 5.0 Grievance Form

**PORT BYRON CENTRAL SCHOOL SEIU LOCAL 200UNITED
GRIEVANCE FORM**

TO BE COMPLETED BY GRIEVANT OR REPRESENTATIVE:

Name: _____ Title: _____

Department: _____

Work Location: _____ Supervisor: _____

Provisions of SEIU Local 200United Contract Involved:

Article _____ Section _____

Step 1

Date of Occurrence: _____

Statement of Facts: (use additional sheets if required) _____

Remedy Sought: _____

Date Submitted: _____ Aggrieved employee: _____

**CHECK TO MAKE SURE ALL REQUIRED INFORMATION HAS BEEN
PROVIDED AND GIVE THIS FORM TO YOUR INSTITUTIONAL HEAD OR
DESIGNEE.**

1st STEP DECISION

Date grievance received: _____

Determination attached.

Date decision issued: _____ Institutional Level Represent: _____

Supervisor's Signature: _____

STEP 2 - APPEAL

The decision of Step 1 of the grievance described above is unsatisfactory.

Reasons for disagreement with Step 1 decision:

Date Submitted: _____ Aggrieved employee: _____

2nd STEP DECISION

Date received: _____

Determination attached

Date decision issued: _____

Grievance Committee Chairperson: _____

STEP 3 APPEAL

The decision at Step 2 of the grievance described above is unsatisfactory.

Reasons for disagreement with Step 2 decision: _____

Date submitted: _____ Aggrieved employee: _____

3rd STEP DECISION

Date received by Superintendent's Office: _____

Determination attached

Date decision issued: _____

STEP 4 APPEAL

The SEIU Local 200United hereby requests Board of Education review and decision.

Date submitted: _____ Aggrieved Employee: _____

Chairperson, SEIU Local 200United

Chairperson, Grievance Committee

ARTICLE XVIII - NEGOTIATIONS

Section 1.0

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subjects or matters not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union for the life of this agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they bargained or signed this agreement.

Section 2.0

If any provision of this Agreement shall be found contrary to law, that provision shall be considered void, but all other provisions shall continue in full force and effect.

ARTICLE XIX **AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE** **ORGANIZATIONS**

Section 1.0

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

1.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 APPROVAL."

1.2 EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS OF RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS

ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATIONS.

1.3 WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER, SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

ARTICLE XX - DURATION

Section 1.0

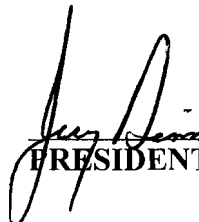
The provisions of this agreement shall be in effect from July 1, 2008 through June 30, 2011.

1.1 IN WITNESS WE HEREUNTO AFFIX OUR SIGNATURES:


DATED: 9/16/09



SUPERINTENDENT



PRESIDENT, LOCAL 200 UNITED



CHAIRPERSON

APPENDIX

Individual Salaries or Wage Rates for Existing Employees

Name by Classification	2007-08	2008-09	2009-10	2010-11
Typist				
Susan DeVall	\$20,976.00	\$22,315.00	\$23,602.00	\$24,310.00
Kathy Gillmore	\$20,410.00	\$21,726.00	\$22,996.00	\$23,685.00
Sandra Howell	\$24,327.00	\$25,800.00	\$27,192.00	\$28,008.00
Barbara Jump	\$20,871.00	\$22,706.00	\$24,005.00	\$24,725.00
Barbara Mack	\$25,154.00	\$27,160.00	\$28,593.00	\$29,451.00
Carol Pelc	\$32,507.00	\$35,807.00	\$37,499.00	\$38,624.00
Clerk				
Linda Roberts	\$25,554.00	\$28,576.00	\$30,051.00	\$30,953.00
Teacher Aide				
Sharon Alnutt	\$13.08/hr.	\$13.60/hr.	\$14.42/hr.	\$14.85/hr.
Rowena Fidler	\$ 7.40/hr.	\$ 8.50/hr.	\$ 9.23/hr.	\$ 9.51/hr.
Mary Knapp	\$ 9.50/hr.	\$ 9.88/hr.	\$10.59/hr.	\$10.91/hr.
Madeline Smith	\$ 7.40/hr.	\$ 8.50/hr.	\$ 9.23/hr.	\$ 9.51/hr.
Lugene White	\$ 7.89/hr.	\$ 8.50/hr.	\$ 9.23/hr.	\$ 9.51/hr.
Teaching Assistants				
Cheryl Abraham	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Margaret Bernardoni	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Mary Jo Bommersbach*	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Pauline DeBois	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Marina Drancsak	\$30,955.00	\$32,193.00	\$33,777.00	\$34,790.00
Maggie Hansen	\$29,459.00	\$30,637.00	\$32,174.00	\$33,139.00
Karen Herrling	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Darlene Kimak	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Barb Klem	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Brian McNally	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Sylvia Podolak	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Suzanne Roberts	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Deborah Sikora	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Darlene Slayton	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Christine Vogel	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00
Deanna Wilkinson	\$16,068.00	\$16,710.00	\$17,829.00	\$18,364.00

- Amount to be prorated depending on percentage of work in job classification.

The above listed salaries for employees in active employment on the date of the approval of this agreement include base wage increases, adjustment, secretarial differential and existing longevity payments.