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#### Contract Database Metadata Elements

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GEN/5474

# **AGREEMENT**

**by and between the  
SUPERINTENDENT OF SCHOOLS**

**of the  
LITTLE FALLS  
CITY SCHOOL DISTRICT**

**and  
CSEA, Inc. LOCAL 1000 AFSCME, AFL-CIO**



**Little Falls CSD Unit 7108  
of  
Herkimer County Local 822**

**July 1, 2010 - June 30, 2014**

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**ARTICLE I**  
**RECOGNITION AGREEMENT**

RESOLVED, that the School Board of the City School District of Little Falls does hereby recognize the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, as representing the Little Falls City School District Unit, as the sole and exclusive representative and bargaining agent for and on behalf of the Civil Service Employees of the City School District of Little Falls.

This recognition so accorded the CSEA is valid in an unchallenged status as the exclusive negotiating agent for the Civil Service employees of said School District and shall extend for the term of this Agreement.

Be it known by all parties that any provision contained in this Agreement that is in violation of the Public Employees Fair Employment Law (The Taylor Act) is void and not binding on either party entering into this Agreement.

**ARTICLE II**  
**NEGOTIATION PROCEDURES**

1. **Negotiating Teams.** The Superintendent of Schools and the CSEA shall designate teams of not less than three (3) or more than five (5) members to represent each party to the negotiations. The size of either team may be changed at any time by mutual consent.

2. **Opening Negotiations.** In the appropriate school year, the CSEA shall submit the request to the Superintendent of Schools to open negotiations. Issues pertinent to terms and conditions of employment shall be submitted, in writing, by the CSEA to the Superintendent's representatives at the initial meeting. The Superintendent shall submit to the CSEA at the second meeting any and all issues it wishes to negotiate.

3. **Meetings.** The time, place, length, and agenda of each meeting shall be by mutual consent. The Superintendent or his/her delegated representatives shall agree to meet within fifteen (15) school days after receipt of such request. Both parties agree to conduct the negotiations in good faith and to deal fairly with each other. Additional meetings shall be held, as required, to reach an agreement or until an impasse is reached. If there is no mutual consent to a meeting, then a meeting shall be held within ten (10) days upon receipt of a written request from either party stating the time, place, and agenda.

4. **Exchange of Information.** Both parties agree to furnish information pertinent to the matters being negotiated provided such information is reasonable and/or readily available.
5. **Proposals and Counter-Proposals.** Both parties recognize that all proposals and counterproposals must be submitted before meaningful negotiations can occur. Therefore, prior to the fourth meeting, both parties shall acknowledge that they have submitted their complete proposal or "package" for negotiation.
6. **Reports.** During the period of negotiations and prior to an agreement or impasse, the proceeding of the negotiations shall not be released to the media unless such release has the prior approval of both parties.
7. **Reaching Tentative Agreement.** When a negotiable item is agreed upon, then such agreement shall be reduced in writing and initialed by the chairperson of each team verifying that a tentative agreement has been reached. There shall be no official minutes at any of the meetings.
8. **Impasse.** An impasse may be deemed to exist if a complete agreement is not achieved by May 1 of any given school year. In the event of an impasse, mediation shall be submitted to the Public Employment Relations Board.
9. **Ratification.** An agreement, to become effective, must be signed by the Superintendent of Schools (Chief Executive Officer) and approved by a majority of the CSEA Membership.
10. **Rights Granted Employees' Representative.** The Superintendent of Schools extends to the duly recognized employees' negotiation agent, The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Inc., the exclusive right to (1) represent the employees in negotiations and in the settlement of grievances, and (2) payroll membership dues deductions and CSEA-sponsored insurance program deductions. Such deductions shall be remitted to CSEA, Inc., P.O. Box 7125, Capitol Station, Albany, NY 12224. Duly authorized CSEA staff representatives shall be entitled to access to members of the bargaining unit during working hours to administer this Agreement. Such visitations shall be for reasonable periods of time consistent with effective functioning of the various offices and departments and shall be with permission of the Immediate Supervisor, which shall not be unreasonably withheld. Should an Agency Shop fee deduction be instituted for any other bargaining unit in the District, the same provision will be enacted for CSEA.

**ARTICLE III**  
**DECLARATION OF NO STRIKE PLEDGE / LABOR MANAGEMENT**

**DECLARATION OF NO STRIKE PLEDGE**

The CSEA, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage, or condone a strike.

**LABOR MANAGEMENT COMMITTEE**

The parties, in order to encourage the greatest degree of cooperation between the respective representatives and between the employees through a full understanding of the respective rights and responsibilities of the employer and CSEA, will designate the Superintendent and Business Manager as District representatives and Union President and Vice-President as CSEA representatives unless other representatives are designated by the respective parties on advance written notice to the other who shall confer, at the request of either party, at mutually convenient times during the term of this Agreement, but no more frequently than once a month. Confidentiality shall be observed by all members of the Committee.

**ARTICLE IV**  
**GRIEVANCE PROCEDURES**

**Parties:** Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO and the Superintendent of Schools.

**Mutual Declaration of Policy:** WHEREAS, it is the desire of the Superintendent of Schools and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO to establish and maintain a harmonious and cooperative relationship which will enhance the total educational program of the Little Falls City School District; THEREFORE, it is hereby declared to be the intent of these grievance procedures to provide for fair and orderly settlement of any difference pursuant to the terms of the negotiated document.

**Basic Principles:**

1. All alleged violations shall be settled in a fair and equitable manner at the earliest possible stage of procedures.
2. Every employee covered under the terms of the negotiated document shall have the

right to present a grievance free from duress or restraint, either directly or indirectly, pursuant to the rules herein provided.

3. Every employee covered under the terms of the negotiated document shall be entitled to representation at any stage in the grievance procedures prior to the Board of Education stage. Such representation shall be limited to three persons of the employee's choice. The Board of Education and/or the School administration shall be entitled to an equal number of representatives.

4. All hearings are to be confidential.

5. All written statements and records pertinent to the grievance shall be available to both parties.

6. It is the responsibility of the Superintendent of Schools to ensure that the functions and objectives of these procedures are carried out in good order.

7. These procedures can only be modified at the time of negotiating a new agreement.

**Definitions:**

1. A GRIEVANCE is any difference that may arise between an employee and his/her employer based upon an alleged violation pertinent to the interpretation and/or application of the provisions of the finalized agreement.

2. IMMEDIATE SUPERVISOR is the person to whom the employee is responsible.

**Procedures:**

1. **Initial Stage.** The aggrieved party shall present the grievance, in writing, to his /her Immediate Supervisor within fourteen (14) calendar days of the occurrence. They will hold an informal oral conference to discuss the problem. The Immediate Supervisor will, within five (5) calendar days after the oral conference, give his/her answer, in writing, to the aggrieved employee. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the next stage.

2. **Intermediate Stage.** The aggrieved employee shall submit his/her grievance to the Business Manager within seven (7) calendar days after the decision of the Immediate Supervisor. The Business Manager will render his/her determination, in writing, to the aggrieved employee within five (5) calendar days after receipt of the employee's grievance. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the next stage.



**3. Chief Administrator Stage.** Within seven (7) calendar days after a determination has been made at a prior stage, the aggrieved employee may submit, in writing, his/her grievance to the Superintendent of Schools. If such grievance is received, the Superintendent will, within (5) calendar days, request the Immediate Supervisor and the Business Manager to submit their determination, in writing, setting forth the reasons for said determination. The Superintendent of Schools shall, within seven (7) calendar days of receipt of the employee's grievance, set a date for a hearing, and in so doing, notify all parties involved of the time and place. The Superintendent of Schools shall render his/her determination, in writing, within five (5) school days after the hearing date. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the next stage.

**4. Board of Education.** All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools within ten (10) calendar days. The Board of Education may hold a hearing to obtain further information regarding the case. After receiving both the report of the Superintendent of Schools and the appeal of the aggrieved employee, the Board of Education shall render a decision within ten (10) calendar days, or not later than the next regular meeting thereafter. The aggrieved employee shall be notified of the Board's decision within five (5) business days.

**5. Binding Arbitration.** If the employee is not satisfied with the decision of the Board of Education stage, he/she may proceed to the Binding Arbitration stage of the procedure. Such appeal shall be taken to an impartial Arbitrator selected pursuant to the voluntary Arbitration Rules of the American Arbitration Association. The cost of any such arbitration shall be borne equally by the Board of Education and the CSEA. The award of such Arbitrator shall be binding in nature and shall include a statement of the Arbitrator's findings of fact, conclusion, and recommendations. The Arbitrator's decision shall be implemented within ten (10) working days.

**6. Distribution of Procedures.** A copy of these procedures and any amendments thereto shall be distributed to all employees and shall be filed with the State Civil Service Commission within fifteen (15) days after their adoption. The procedures shall also be open to public inspection with the Clerk of the District. New employees shall be given copies of this grievance procedure at the time they are employed.

**ARTICLE V  
PAY PERIOD AND TIME SHEETS**

1. All employees shall be paid on a bi-weekly basis and each check shall state the gross earnings and the deductions there from. Payment will be one (1) week behind and all overtime will be paid on the following payroll. All questions pertaining to payroll shall be directed to the Business Office for clarification and/or adjustments.
2. No time sheets will be altered (any change) by the building Principal or Supervisor without first discussing the alteration with the employee.
3. Any employee, who so wishes, may buy into the NYS Disability Insurance Program and/or any of the CSEA benefits that are provided through Union affiliation, utilizing the payroll deduction method.

**ARTICLE VI  
COVERED EMPLOYEES DEFINED**

1. For implementing the provisions of this contractual Agreement, a covered employee is a person appointed by the Board of Education to be employed on a regularly scheduled workweek of twenty (20) hours or more on a permanent basis. However, for the purposes of implementing Article XI of this Agreement, anyone hired after July 1, 1996, the District will provide insurance for those individuals appointed by the Board of Education to be employed on a regularly scheduled workweek of thirty (30) hours or more on a permanent basis.

2. Covered Employee Classifications are:

Automotive Mechanic Helper	Custodian/Bus Driver	Mini-Bus Driver
Automotive Repairman	Dental Hygienist	Monitor
Braille Transcriber	Edcom Equipment Aide	Motor Vehicle Operator
Bus Driver	Food Service Helper	Office Assistant I
Cleaner	Groundsman	Office Assistant II
Clerk	Library Aide	Registered Nurse (RN)
Cook	Licensed Practical Nurse (LPN)	Teacher Aide
Custodian		

**ARTICLE VII  
WAGES AND OVERTIME**

1. **Starting Wage Scale.** Applies to new employees, substitutes and temporary employees, except substitutes and temporaries who are retired employees of the District.

<b>Classification</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
	<b>3%</b>	<b>3.90%</b>	<b>3.90%</b>	<b>4%</b>
<b>Automotive Mechanic Helper</b>	\$15.36	\$15.96	\$16.58	\$17.24
<b>Automotive Repairman</b>	\$13.20	\$13.72	\$14.25	\$14.82
<b>Braille Transcriber</b>	\$12.33	\$12.81	\$13.31	\$13.84
<b>Bus Driver</b>	\$16.49	\$17.13	\$17.80	\$18.51
<b>Cleaner</b>	\$11.38	\$11.83	\$12.29	\$12.78
<b>Clerk</b>	\$11.60	\$12.05	\$12.52	\$13.02
<b>Cook</b>	\$13.74	\$14.28	\$14.83	\$15.43
<b>Custodian</b>	\$11.96	\$12.42	\$12.91	\$13.43
<b>Custodian/Bus Driver</b>	\$12.33	\$12.81	\$13.31	\$13.84
<b>Dental Hygienist</b>	\$15.76	\$16.37	\$17.01	\$17.69
<b>Edcom Equipment Aide</b>	\$14.12	\$14.67	\$15.24	\$15.85
<b>Food Service Helper</b>	\$11.29	\$11.73	\$12.19	\$12.67
<b>Groundsman</b>	\$14.89	\$15.47	\$16.08	\$16.72
<b>Library Aide</b>	\$11.29	\$11.73	\$12.19	\$12.67
<b>Licensed Practical Nurse (LPN)</b>	\$16.03	\$16.65	\$17.30	\$17.99
<b>Mini Bus Driver</b>	\$11.29	\$11.73	\$12.19	\$12.67
<b>Monitor</b>	\$11.29	\$11.73	\$12.19	\$12.67
<b>Motor Vehicle Operator</b>	\$11.29	\$11.73	\$12.19	\$12.67
<b>Office Assistant I</b>	\$11.60	\$12.05	\$12.52	\$13.02
<b>Office Assistant II</b>	\$12.33	\$12.81	\$13.31	\$13.84
<b>Registered Nurse (RN)</b>	\$19.86	\$20.63	\$21.44	\$22.30
<b>Teacher Aide</b>	\$11.29	\$11.73	\$12.19	\$12.67

2. **Longevity Payment.** Each covered employee shall receive longevity payments as follows:

After completion of 5 years service	\$ 500
After completion of 10 years service	\$1,000
After completion of 15 years service	\$1,500
After completion of 20 years service	\$2,000
After completion of 25 years service	\$2,500
After completion of 30 years service	\$3,000

The above amounts are the actual amounts to be paid per year and are not cumulative.

Employees whose anniversary date is from July 1 to December 31 shall have their longevity payment each year on January 1 immediately following their anniversary date. Employees whose anniversary date is from January 1 to June 30 shall have their longevity payment each year on July 1 immediately following their anniversary date.

3. **Shift Differential.** The parties agree that the starting time for the early morning shift differential will be changed from 6:30 a.m. to 5 a.m.

An employee who is regularly assigned prior to July 1, 2010 to a full shift scheduled to start at or before 6:30 a.m. or after 2:00 p.m. shall continue to receive a shift differential of \$.75 per hour after July 1, 2010.

Any employee who is newly assigned on or after July 1, 2010 to a full shift on a regular basis must start at or before 5:00 a.m., or after 2:00 p.m. to receive a shift differential of \$.75 per hour.

4. **Pay Increase.** The District will increase the hourly rate of all employees as follows:

Effective July 1, 2010	3%
Effective July 1, 2011	3.9%
Effective July 1, 2012	3.9%
Effective July 1, 2013	4%

5. **Time and one-half** will be paid for all hours in excess of forty hours actually worked. Any paid leave during the course of the workweek shall be considered as hours worked in establishing the overtime provisions. Overtime shall be offered on a rotating basis in each separate building to the employees covered by this Agreement.

6. **Holiday Pay.** Rate of pay for work performed on a negotiated holiday shall be: holiday pay plus time and one-half for hours actually worked.

7. **Cafeteria.** All cafeteria employees shall be paid time and one-half for any work not associated with the regular lunch program.

8. **Extracurricular Duties.** The Board will establish rates of pay for, and post, all ticket vendor and cashier positions for football and basketball seasons in their totality. No one appointed by the Board from those applying will miss any of his/her regularly assigned shift duties. Extra duties will be posted for five (5) business days.

9. **Meal Break.** All employees shall be required to take a minimum 1/2 hour (30 minute)

unpaid meal break daily, to be scheduled with the Immediate Supervisor. The meal break will include any travel time should the employee decide to leave school premises for that purpose.

10. **Nurses/Dental Hygienists.** Nurses/Dental Hygienists shall be reimbursed the cost of any licensing fee associated with their professions. Nurses/Dental Hygienists shall submit verification of paid license fee. Reimbursement shall be paid by separate check.

11. **Nurses.**

a. Nurses shall work seven and one half (7½) hours per day, five (5) days per week, Monday-Friday.

b. Nurses may be requested to work an additional ten (10) days over the summer, as determined by the District. The Nurses shall be compensated their normal daily rate per day (per diem).

12. **Registered Nurse Stipend.** Effective July 1, 2010, RNs will receive a \$575 stipend for the supervision of LPNs working under their direction. Payment shall be made in the last pay period in June for the preceding school year.

13. **Breaks.** Employees shall be granted two (2) fifteen (15) minute duty free paid breaks, as scheduled by the District. Breaks are non-cumulative and must be utilized as scheduled.

14. **Commercial Drivers License.** Any employee requiring a Commercial Drivers License (CDL) shall be reimbursed upon renewal. Each request must be made by voucher. Reimbursement shall be paid by separate check. *(not<sup>does</sup> include "enhanced per Clete")*

<b>ARTICLE VIII SICK LEAVE RULES AND REGULATIONS</b>
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1. Sick leave shall be granted and unused sick leave will accumulate as follows, and employees will be paid in accordance with his or her regularly scheduled workday:

One day per month for all employees:

10-month employees	10 days per year
11-month employees	11 days per year
12 -month employees	12 days per year

2. All covered employees shall be allowed sick leave on the basis of the employee's rate of pay and when such absence is necessary and due to:

a. The employee's personal illness.

b. Death in the immediate family to include: mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, wife, husband, grandparents, and grandchildren (or any other member of the immediate family at the discretion of the business office) - not more than five (5) consecutive days may be used, three (3) days of which shall not be deductible from sick leave and two (2) days shall be deductible.

c. For a funeral outside the immediate family, one (1) day shall be allowed.

d. Not more than five (5) days may be included in any one (1) school year for the serious illness of a member of the immediate family as defined in 'b' above, or other member of the household. Unpaid leave is available pursuant to the Family and Medical Leave Act of 1993.

e. An employee absent over three (3) days due to personal illness may be required to submit a doctor's certificate to qualify for sick leave allowance.

### 3. **Unused Sick Time**

a. A currently employed Unit member with ten (10) continuous years of service in the Little Falls City School District and eligible for retirement under the rules and regulations of the New York State Retirement System, shall be eligible for terminal leave pay.

b. An employee so qualified who submits a letter of resignation for the purpose of retirement at least six (6) months before the intended retirement date, will be granted \$25.00 each day from 166 to a maximum of 300 of the employee's accumulated and unused sick leave credited to the date of retirement; maximum payment of seven thousand five hundred dollars (\$7,500.00). This total sum will be paid by separate check as soon as practicable after retirement.

c. Time limits set forth above may be waived by the Board of Education upon recommendation of the Superintendent in the event of a disability retirement. To be eligible, an employee must be on a regular schedule of ten (10) months duration. Insofar as possible, the employee shall inform his or her Immediate

Supervisor when, and for how long, he or she will not be available for work. This courtesy will enable proper adjustments to be made within the school system.

**ARTICLE IX  
JOB CLASSIFICATION - CAFETERIA**

The Cook shall be paid an additional twenty-five cents (\$.25) per hour when actually performing the duties of Cook-Manager.

**ARTICLE X  
PERSONAL DAYS**

All employees covered under the provisions of this Agreement shall be entitled to three (3) personal days per school year, to be added to cumulative sick leave if not used. The only condition agreed upon by both parties to this document is that the employee obtain the prior approval of his or her Immediate Supervisor at least forty-eight (48) hours before using the personal day. Approval may not be denied except in cases where the absence of the employee would create an undue hardship within the department at that particular time. Grievance procedures as set forth would govern in the event of a dispute.

**ARTICLE XI  
INSURANCE**

**Active Employees**

- A.** 1. The District will provide Health, Dental and Prescription Drug Insurance to its active qualified employees.
2. The Excellus Blue Cross/Blue Shield Ultra Blue Plan provided by the District will include a cash deductible amount of \$ 300 for individual coverage and \$ 400 for family coverage aggregate per calendar year.
- 3, Prescription drug card co-payments for the term of the contract will be \$ 10 generic/ \$20 brand name and \$0 mail order.
4. For the period July 1, 2010 through June 30, 2013 active employees will contribute \$ 500 toward their individual insurance premiums or \$600 toward their family insurance premiums.
5. Effective July 1, 2013, active employees will contribute 10 % of the annual

individual premium (with the contribution not to exceed \$1,000) or 5% of the annual family premiums (with the contribution not to exceed \$1,200).

6. In determining the total annual premium amount, the monthly premium rates in effect as of July 1, 2013 will be used and multiplied by twelve (12).

**B. Retired Employees (not Medicare eligible):**

1. Definition of eligible retiree: Minimum 55 years of age and minimum ten (10) years of service in the Little Falls City School District.

2. Upon retirement those eligible retirees, as defined above, not yet qualified to receive Medicare benefits, and their dependants at the time of retirement will continue to receive coverage as active employees until such time as they become Medicare eligible.

3. Employees considered active as of July 1, 2010 will have thirty (30) calendar days from the date the last party ratifies this agreement, to retire and not be obligated to pay any health insurance contribution in retirement.

4. Notwithstanding the above, effective July 1, 2010 retired employees will contribute annually toward their insurance coverage as outlined below:

	<u>Family</u>	<u>Individual</u>
Effective July 1, 2010	\$300	\$250
Effective July 1, 2011	\$350	\$300
Effective July 1, 2012	\$400	\$350

5. Effective July 1, 2013, 5% of the annual family premium, not to exceed \$600. 10% of the annual individual premium, not to exceed \$500.

**C. Retired Employees ( Medicare Eligible)**

1. Definition of eligible employee: Minimum 55 years of age and minimum the (10) years of service in the Little Falls City School District.

2. Upon reaching Medicare eligibility, retirees will be required to enroll in Medicare Part B. Medicare then becomes the primary insurance provider.

3. The retiree will then be enrolled by the District in a supplemental health insurance plan in effect on July 1, 2010, not inclusive of prescription drug card coverage.



Coverage under the plan is considered to be a vested benefit. Cash deductible amounts of \$ 300 for individual coverage and \$400 for family coverage will be applicable, aggregate per calendar year. Dental insurance coverage remains unchanged.

4. Prescription drug coverage will be provided through the major medical portion of the supplemental plan. Upon satisfying the applicable deductible, prescription drugs will be covered at 80% of the allowable cost under the terms and conditions contained in the plan.

5. Retired Medicare eligible employees will contribute towards their insurance coverage the same as Non-Medicare eligible retirees as outlined in paragraph 10 above.

### **C. Life Insurance**

The District will provide \$15,000.00 in term life insurance for each eligible active employee.

### **D. Dual Health Insurance Coverage**

1. The District will no longer be obligated to provide dual health insurance coverage for eligible employees. Either one family or two individual plans will be offered, whichever is more cost effective for the District (unless dependent coverage is required which will then necessitate a family plan). In the event that two individual plans are provided, only one employee will be expected to make an insurance contribution.

2. All current bargaining unit employees who now have dual coverage will be allowed to maintain such coverage under the terms of the expiring Agreement.

### **E. Health Insurance Opt-out**

3. Current employees and retirees eligible for participation in the District provided Health Insurance Program might opt-out and receive fifty (50) percent of the premium. This shall be paid at the end of the school year in one lump sum payment.

The employee or retiree must provide proof of coverage from an alternate source to qualify. In the event that the employee or retiree opts to return to participation in the Health Insurance Program, he/she may do so only in accordance with the procedures established by the insurance carrier. The section shall not apply to employees who are a dependant on another health insurance plan within the District.

<b>ARTICLE XII</b> <b>VACATION SCHEDULE</b>
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1. All covered employees, as set forth in Article VI, shall be entitled to vacation. Ten (10), ten and one-half (10 ½), and eleven (11) month employees shall be granted vacation time on a pro-rata basis computed to the nearest full day by using the factor .833 for ten (10) month, .85 for ten and one-half (10 ½) month, and .917 for eleven (11) month employees.

<b>COMPLETED YEARS OF SERVICE</b>	<b>12 MONTH EMPLOYEE VACATION</b>	<b>11 MONTH EMPLOYEE VACATION</b>	<b>10 MONTH &amp; 10 ½ MONTH EMPLOYEE VACATION</b>
1 - 6	10 Days	10 Days	9 Days
7 - 12	15 Days	14 Days	13 Days
13 and Over	20 Days	19 Days	17 Days

2. In computing eligibility for amount of weeks of vacation to which the employee is entitled, the year is defined to begin with the employee's hiring date, with only years in which the employee worked on average of at least twenty (20) hours per week to be counted. The employee shall receive two (2) weeks vacation or prorated share thereof after one (1) year from the date of hire. The employee shall be additionally credited his/her entitled vacation the following July 1 prospectively for use in the following school year.

3. Employees entitled to vacation may take two (2) weeks at their choosing, excluding the last two (2) weeks of school, the last two (2) weeks of August, and the first two (2) weeks of September. However, vacations may be granted during these periods providing a hardship is not created.

4. The remaining one (1) or two (2) weeks can be taken, at the discretion of their department head, when their absence would not create an undue hardship within their department.

5. Employees entitled to more than one (1) week vacation may carry over seven (7) days of their vacation to the next school year.

6. If an employee has requested vacation time and has been denied, then that employee shall be able to carry over up to ten (10) accrued vacation days to the next school year.

7. Employees will not be compensated in cash for any unused vacation time.

**ARTICLE XIII  
HOLIDAY SCHEDULE**

1. The following holiday schedule pertains to all employees covered within the framework of this Agreement who work on a regular schedule of twenty (20) hours or more per week. The following holidays are paid holidays and shall be considered as time worked for determining premium time. All holidays except Independence Day are available to ten (10) month employees. If Easter Monday falls on a scheduled school day, the Floating Holiday procedure will apply. If July 4th falls on a Saturday or Sunday, the holiday will be observed on the following Monday. If December 24-25, 31, or January 1 falls on a Saturday or Sunday, the holiday will be observed on the nearest scheduled non-student-attendance day.

- |                           |                            |
|---------------------------|----------------------------|
| 1. Independence Day       | 9. Day before New Year's   |
| 2. Labor Day              | 10. New Year's Day         |
| 3. Columbus Day           | 11. Martin Luther King Day |
| 4. Veterans' Day          | 12. Presidents' Day        |
| 5. Thanksgiving Day       | 13. Good Friday            |
| 6. Day after Thanksgiving | 14. Easter Monday          |
| 7. Day before Christmas   | 15. Memorial Day           |
| 8. Christmas Day          | 16. Floating Holiday       |

2. Each Civil Service employee may select a paid floating holiday on a scheduled non-student attendance day of his or her choice. The Personal/Vacation Day form will be used to notify the Immediate Supervisor and Business Office. The Floating Holiday must be used during the school year and will not be carried over if not used. All other normally scheduled days are to be considered workdays. This is to mean conference days, snow days, or any other days that school is not actually in session for whatever reason. Cafeteria employees, working less than a regular schedule of twenty (20) hours per week, shall be granted paid holidays numbered 3, 4, 12, and 15 as listed above.

**ARTICLE XIV  
EMERGENCY CLOSING**

1. The following student related classifications are not required to report for work when there is an emergency closing. They shall not be paid, however, employees may use a sick day, personal day, vacation day, or floating holiday to secure payment. Employees without any leave time available shall receive no pay and the Sick Bank is not available for this purpose.

Braille Transcriber	Food Service Helper
Bus Driver	Library Aide
Cook	Monitor
Dental Hygienist	Nurse
Ed-com Equipment Aide	Teacher Aide

All other classifications are expected to report for their regular work shift.

2. When there is a delayed school opening of less than 3 hours due to an emergency, the employees are not paid. However, upon the employee's accumulation of 3 hours of lost pay due to one or more delayed openings in any single year, the employee may apply for and the District will allow the employee to use ½ day of leave from any of the employee's accounts.

3. Cafeteria employees are not required to report on days when school is not in session due to emergency closing. Announcements of school closings will be delivered by radio and should be made by 6:45 a.m. Should the announcement of closing be made after 6:45 a.m. and cafeteria employees appear for work, such employees will be paid a minimum of two (2) hours, at their hourly rate.

4. When an emergency school closing is declared during the school day, after personnel have reported to their regular work shift, the Immediate Supervisor or, in his/her absence, the building Principal, will designate which employees are necessary to remain for the rest of their work shift. All other employees can exercise options which are stated below:

a. Go home at emergency dismissal time, with the provision to make up the time lost, to be scheduled with the consent of the Immediate Supervisor, or

b. Go home at emergency dismissal time after submitting to the Immediate Supervisor a revised time sheet indicating the reduction in hours.

c. Go home at emergency dismissal time after submitting to the immediate supervisor a revised time sheet indicating sick leave use.

5. The annual Civil-Defense "Go Home" Drill is to be treated as an emergency closing, with the additional option of remaining until the close of the regularly scheduled shift, at the discretion of the employee.

**ARTICLE XV  
RETIREMENT**

1. The improved Non-Contributory Retirement Plan-Section 75-i shall be granted, effective July 1, 1973, to employees participating in the New York State Employees Retirement System.
2. The District agrees to provide the applicable provisions of Article 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement.
3. The School District of Little Falls agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

**ARTICLE XVI  
LAY-OFF AND RECALL**

In the cases of job abolishment, reduction in forces, and lay-off and recall only, the following procedures shall prevail, subject to the applicable provisions of the Civil Service Law.

1. The employee shall have the right to replace the next employee in descending order of seniority within the same job classification.
2. If an employee cannot replace anyone within his classification because of lack of seniority, he/she may replace the next employee in descending order of seniority in another classification provided he/she meets the necessary qualifications. The District agrees to request a new Civil Service Certificate of Eligibles for the classification in which the effected employee shall seek employment.
3. The employee shall be recalled in the reverse order of lay-off.
4. The Superintendent of Schools and/or the Business Manager shall give two (2) weeks written notice prior to any lay-off.

**ARTICLE XVII  
UNIFORMS**

All Cafeteria, Custodial, Bus Drivers, Nurses, and Dental Hygienists shall receive three (3) uniforms per year.

**ARTICLE XVIII  
CHILD CARE LEAVE AND LEAVE OF ABSENCE**

1. A pregnant employee, holding a position by permanent appointment, shall be granted a leave of absence without pay for a period of twelve (12) months, which may be extended by the appointing authority up to an additional six (6) months. The employee shall report to the appointing authority the existence of pregnancy not later than the end of the fifth month. The employee shall be allowed to continue to work during the pregnancy with the approval of her personal physician. An employee may be required to provide a physician's statement as to her fitness prior to her return to duty. The employee shall be allowed to use any and all leave credits during her leave of absence.

2. One (1) year leave of absence for personal reasons, without pay, may be granted to an employee. Health insurance can be continued during the leave, by the employee, by payment of the total premium for the employee's coverage, providing the health insurance carrier allows this procedure.

3. Service time does not accrue during the time an employee is on an unpaid leave of absence.

**ARTICLE XIX  
SECTION 75 - CIVIL SERVICE LAW**

The provisions of Section 75 of the Civil Service Law shall apply, effective July 1, 1977, for the removal, discipline, or suspension of any school employee covered by this Agreement after one (1) year of service in the school system.

**ARTICLE XX  
AGREEMENT REQUIRING LEGISLATIVE ACTION**

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. 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 APPROVAL.

2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR 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 RATIFICATION.

3. WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THIS ACT (APRIL 1, 1969), 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 XXI  
COPIES OF AGREEMENT**

All employees shall receive a copy of the current Agreement by the first day of the subsequent school year or at the first date the Agreement becomes available.

**ARTICLE XXII  
POSTING**

1. If a vacancy occurs in a classification, it shall be posted for a period of seven (7) calendar days. The assignment and hours per week will be included in the posting. Job descriptions will be as per the Herkimer County Civil Service Commission. Covered employees within the classification in which the vacancy exists shall have the first option to bid on such position providing that the employees meet the qualifications of the position. If the vacancy is not filled within the classification, employees in the other classifications, if they meet the qualifications, shall be given the opportunity to bid on the position.

2. If a vacancy occurs or a new position is created, the following factors will be taken into account in determining an assignment or making a recommendation for appointment:

- Evaluations of past job performance.
- Level of applicable experience relevant to job performance.
- Ability to maintain a professional working relationship with students, staff, teachers, and administrators.
- Continuity in the educational program or department.
- Seniority (years of service to the District).

The City School District of Little Falls will have the option of temporarily filling a vacancy between September 1 and June 30. Vacancies shall be posted as they occur and appointed pursuant to Section 5 of this Article. The official transfer to the awarded position shall occur on or before July 1.

3. In the event that an employee does not receive an assignment or an appointment to a position to which he/she has applied, the employee may request a meeting with the employer to ascertain the reasons for not being selected. Such meeting will be scheduled within a reasonable time period (e.g., two (2) weeks), if requested by the employee.

4. If the District finds it necessary to exercise an involuntary transfer of assignment, within a classification, a conference with the impacted employee(s) will be scheduled in advance. The purpose of the conference is to explain to the employee(s) the reasons supporting the action.

5. Notification of vacancies posted during summer vacation will be posted in all buildings and mailed to ten (10) and eleven (11) month employees within classification. Notification of vacancies during school vacations will be posted in all buildings and mailed to the Unit Officers. Within sixty (60) days of the Board of Education action regarding vacancies, the District shall fill the vacancy by appointment.

6. The District shall include a copy of the Civil Service job description with the posting.

**ARTICLE XXIII**  
**TIME OFF FOR UNION BUSINESS**

Any employee designated by the Union to assist in the handling of Union business may, with the permission of his/her Department Head or the Superintendent of Schools, leave his/her work for a limited period of time to carry out his/her responsibilities. Such meetings must be held on the premises. The President of CSEA or his/her designee shall be allowed two (2) days of paid Union leave to attend conferences, seminars, and conventions at personal expense, on prior notification to the District.



**ARTICLE XXIV  
CONFERENCES**

1. When employees have the approval of the Business Manager and the Superintendent of Schools to attend job-related conferences, they shall not be required to use any of their leave credits. The School shall give the employees attending such conferences leave with pay.
2. Paid leave shall be given to one (1) person for a total of two (2) days when attending a conference out of the District.

**ARTICLE XXV  
SICK LEAVE BANK**

1. The Little Falls City School District CSEA Unit #7108 Herkimer County Local #822 shall administer a voluntary Sick Leave Bank (SLB). The purpose of the SLB is to aid unit employees who suffer a prolonged personal illness and exhaust all leave accruals during the illness.
2. The SLB shall be administered by a three (3) person committee consisting of a Unit endorsed Chairman, the CSEA Unit President, and another Union member appointed by the Unit President.
3. Employees that do not currently belong to the SLB and new hires may only become members of the SLB during the month of September and shall be required to donate one (1) sick leave day. Sick leave donated by an employee may not be withdrawn. Established members under the previous contract will be required to donate one (1) day, unless Section 4 is maintained.
4. All days in the SLB shall carry over from year to year. Each October 1<sup>st</sup>-15<sup>th</sup>, the days in the SLB shall be evaluated. If the SLB has one hundred fifty (150) days or more, continuing members shall not be required to contribute during that year. If the SLB has fewer than one hundred fifty (150) days, continuing members shall be required to donate one (1) sick leave day. In this event, new members who donated one (1) day in September will not be required to donate an additional day to maintain membership.
5. A Unit employee must be a member of the SLB to make application for SLB usage, subject to all of the following conditions:
  - (a) the employee has completed at least one (1) year of continuous service and has fully contributed to the Bank pursuant to 4 and 5 above;

(b) the employee is unable to perform the duties of his/her regular job due to non-work related illness or injury;

(c) the employee has exhausted all other forms of his/her paid leave accruals, which shall include sick leave, compensatory time, personal leave, and vacation;

(d) the employee has served a twenty (20) consecutive calendar day waiting period from the date that they most recently were excused from work for said injury/illness. The waiting period can be satisfied by any combination of paid and unpaid time off referred to in (c) above; and

(e) the application shall be made on a standard form prescribed and distributed by the Chairman of the SLB.

6. The SLB Committee shall meet as soon as practicable to review the completed application(s). The Committee shall approve or disapprove an application by majority vote. Each application shall be considered on an individual basis. Each employee shall authorize the release of his/her work attendance records to the Committee for review with their application. If requested by any Committee member, the employee shall also authorize the release of his/her formal disciplinary record, if any, for review. The Committee shall have the right to have a physician of its own choosing verify the employee's condition. The cost of any verification shall be assumed by CSEA Unit #7108. The decision of the Committee shall be final and binding. The decision shall not be subject to review under the grievance procedure as outlined in Article IV or any other legal method.

7. An employee shall be entitled, initially, to apply for a maximum of twenty (20) days in the SLB. An employee may reapply, initially, for one (1) extension to receive up to twenty (20) additional days subject to the approval of the Committee. An employee may make one (1) application for use of the SLB and one (1) reapplication for an extension in any one (1) school year (July 1 – June 30).

8. Employees shall be entitled to receive full pay while utilizing the SLB. An employee shall not be entitled to receive more than full pay as a result of receiving SLB days in addition to no fault insurance payments.

9. When an employee is utilizing time from the SLB, said employee shall cease to accrue leave benefits. The employee shall only have access to SLB days. An employee utilizing SLB days shall not have their anniversary date adjusted upon their return, and shall receive any personal leave or vacation leave that they may have accrued during their

leave upon their return. Additional sick leave days shall not accrue when an employee is using SLB days. Any SLB days approved for use by the employee but not used shall be returned to the SLB.

10. Upon separation from LFCSD employment, a member employee shall forfeit all sick leave days previously contributed to the SLB. However, such days shall remain in the SLB for future use by Unit employees. In addition, when a bargaining unit member terminates employment for any reason other than retirement, up to ten (10) days of unused and unpaid sick leave days may be transferred to the SLB.

11. If the SLB reaches ten (10) days in any school year, the SLB Committee shall open enrollment to secure additional sick days.

**ARTICLE XXVI  
SENIORITY**

Seniority shall be defined as follows:

1. Competitive Classification: Seniority starts at date of probationary appointment.
2. Noncompetitive and Labor Classifications: Seniority starts when employee is appointed by the Board of Education to work twenty (20) hours or more per week on a permanent basis.

**ARTICLE XXVII  
BOARD OF EDUCATION AGENDA**

A copy of the agenda for all regular Board of Education meetings will be forwarded to the CSEA President.

**ARTICLE XXVIII  
DUES DEDUCTIONS**

1. The regular membership dues (uniform in dollar amount each payday) of the CSEA shall be deducted from such employee's pay. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The District also agrees to accord the payroll deduction privilege to any employee who desires to purchase CSEA insurance services.
2. Deductions shall be remitted to the CSEA, P. O. Box 7125, Capitol Station, Albany, New York 12224.

3. The CSEA shall indemnify the District and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the District for the purpose of complying with the provision of this Article.

4. It is understood that each employee who is a member of the bargaining unit, as defined in this Agreement, but is not a member of the Association, shall be liable to contribute to said Association an amount equivalent to Association dues and remit such amount to the Association, in the same manner as provided above, in regards to payroll deductions.

**ARTICLE XXIX  
LIST OF EMPLOYEES**

The employer will provide to the President of the CSEA Unit a list of proposed employees covered by this contract prior to July 15 of each year, if requested by the President or his designee by July 1, for that school year. Such a list shall include each employee's name, classification, level of pay (hourly rate), the proposed hours to be worked by each employee, and the service date of each employee (the date on which the employee began working twenty (20) hours a week or more on a regular basis).

**ARTICLE XXX  
JURY DUTY AND COURT ATTENDANCE**

Employees shall be granted a leave of absence with pay when they are required to report for jury duty, or to attend court pursuant to a subpoena or other court order not as a party to the litigation. The employee shall return any remuneration provided by the court to the District. The employee must notify his/her Immediate Supervisor of jury selection or receipt of subpoena or court order, no later than his/her first scheduled shift following receipt of the notice.

**ARTICLE XXXI  
ANNUAL PERFORMANCE REVIEW**

Each employee covered under this contract shall be evaluated annually. It is understood between the parties that the evaluation procedure is an ongoing process, which does not always allow advance notice of observations by the Supervisor. If, however, a Supervisor's visit is for the specific purpose of evaluating a particular employee, the employee will be so notified at the time of observation. The evaluation process shall consist of:

(a) A written evaluation report on a standard form signed by the Supervisor. The current form is attached as an Addendum.

(b) A conference held between the employee and Supervisor during which the report is discussed.

(c) At the conclusion of the conference, the employee will be asked to sign the form as an indication that he/she has seen it and will be provided with an opportunity to respond. One (1) copy of the signed report will be given to the employee, one (1) retained by the Supervisor, and one (1) forwarded to the Superintendent of Schools for inclusion in the personnel file.

<p style="text-align: center;"><b>ARTICLE XXXII</b> <b>WORKDAY AND WORKWEEK</b></p>
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The District agrees to meet with CSEA within 60 days of mutual ratification of the entire tentative agreement to resolve issues related to an employee's actual hours worked versus hours of appointment on workday, workweek and vacation pay.

Employees will sign in and out of work at the beginning and end of each work day.

**ARTICLE XXXII  
SIGNATORY**

The provisions of this Agreement shall take effect on the 1st day of July 2010, and remain in effect until June 30, 2014. Furthermore, both parties agree that negotiations will not be reopened during the duration of this Agreement except when negotiations commence for a subsequent agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**For: CSEA, INC.**

**For: City School District of Little Falls**

\_\_\_\_\_  
Gerald Phelan  
Labor Relations Specialist

\_\_\_\_\_  
Mr. Louis J. Patrei  
Superintendent of Schools

**The CSEA Team was:**

\_\_\_\_\_  
Pam LaValla  
Unit President

\_\_\_\_\_  
Cletus J. McLaughlin  
Business Manager

\_\_\_\_\_  
Bernadette Miller  
Vice President

\_\_\_\_\_  
Diana Toher  
Secretary

**ADDENDUM**

**Support Staff Performance Review • Little Falls City School District**

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

For Period: \_\_\_\_\_ to \_\_\_\_\_

Location: \_\_\_\_\_

- Provisional Civil Service Performance Review (Ideally performed in first 20 weeks)
- Probationary Civil Service Performance Review (Prior to granting status at 12 or 26 weeks)
- Annual Performance Review (Completed between January 1 and June 1 annually)
- Employee Self-Review (May be attached to the Performance Review as a response but not required to be used or attached)

Directions: Supervisory staff should check the appropriate boxes listed below based upon work performance. Certain work criteria listed below apply to specific positions. Where a work category does not apply or is not observable, the Supervisor will note in the Comments section. A Supervisor should meet with each staff member being evaluated to discuss the Performance Review and provide a copy to the employee. The employee should sign and date this Performance Review after meeting with the Supervisor.

**COMMENTS**

**A. WORK PRODUCTIVITY (All Positions)**

- (4) Consistently exceeds normal expectations
- (3) Meets required expectations
- (2) Occasionally below expectations
- (1) Consistently below expectations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. WORK ACCURACY/JUDGMENT (All Positions)**

- (4) Very reliable, rarely makes errors, displays outstanding judgment
- (3) Meets expectations, displays good judgment
- (2) Occasionally makes errors, uses satisfactory judgment most of time
- (1) Sometimes below expectations, uses poor judgment sometimes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. COOPERATION & COLLABORATION (All Positions)**

- (4) Always makes extra effort to be helpful, polite, and supports others
- (3) Almost always making effort to be helpful and cooperative with others
- (2) Usually makes effort to be cooperative with others
- (1) Does not frequently make effort to be cooperative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. INITIATIVE/CREATIVITY (All Positions)**

- (4) Continually seeks better ways of doing things, extremely imaginative
- (3) Frequently suggests new ways of doing things, very imaginative
- (2) Sometimes comes up with new ideas for the workplace
- (1) Rarely shares new ideas for better ways of doing things

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. ATTENDANCE/PUNCTUALITY (All Positions)**

- (4) Very rarely misses work or is late for work
- (3) Seldom misses work or is late for work
- (2) Occasionally misses work or is late for work
- (1) More than occasionally misses work or is late for work

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. RESPONSE TO SUPERVISION (All Positions)**

- (4) Works very independently/always accepts & follows supervision
- (3) Works independently and accepts and follows supervision
- (2) Works somewhat independently and usually accepts direction
- (1) Works little independently and needs to be given regular direction

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G. JOB KNOWLEDGE/WORK SKILLS (All Positions)**

- (4) Always demonstrates complete mastery of all phases & skills of job
- (3) Almost always demonstrates all phases and skills of the job
- (2) Usually well informed and understanding of most aspects/skills of job
- (1) More than occasionally not understanding the aspects and skills of job

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDENDUM

**Little Falls City School District**

COMMENTS

H. LEARN & DEVELOP NEW SKILLS (All Positions)

- (4) Always displays willingness to learn new tasks, adapts quickly
- (3) Learns new tasks readily with some supervision & little retraining
- (2) Able to learn most new tasks with some supervision & some retraining
- (1) Has some difficulty learning new tasks; requiring retraining

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I. OPERATION OF EQUIPMENT OR VEHICLES - SAFETY (All Positions)

- (4) Always demonstrates safe operation of vehicles or equipment
- (3) Almost always operates vehicles or equipment in a safe manner
- (2) Mostly operates vehicles or equipment in a safe manner
- (1) Unsatisfactory operation of vehicles or equipment

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J. ORGANIZATION OF WORK (All Positions)

- (4) Always extremely well organized in completing tasks
- (3) Almost always well organized in completing tasks
- (2) Mostly organized in completing tasks
- (1) Not well organized in completing tasks

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K. TIME ON TASK (All Positions)

- (4) Always actively working - does not allow interruptions to affect work
- (3) Mostly working - mostly on task regardless of interruptions
- (2) Sometimes working - usually on task - interruptions affect work
- (1) Off task frequently - interruptions often affect or stop work

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L. SUPERVISION/MANAGEMENT OF STUDENTS (Monitors, Bus Drivers, and Attendants Only)

- (4) Always in control of students, firm, fair, consistent & enforces rules
- (3) Good control of students, enforces school rules
- (2) Satisfactory control of students
- (1) Poor control of students and enforcement of rules

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SUPERVISORY COMMENTS:

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EMPLOYEE COMMENTS:

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(EMPLOYEE) List any suggestions for department, building, or School District improvements that might help you be more effective:

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I have participated in this performance review and am aware of my progress to date.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date



**ARTICLE XXXII  
SIGNATORY**

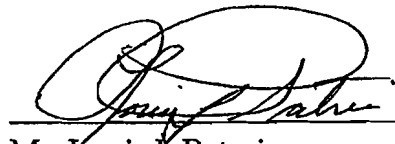
The provisions of this Agreement shall take effect on the 1st day of July 2010, and remain in effect until June 30, 2014. Furthermore, both parties agree that negotiations will not be reopened during the duration of this Agreement except when negotiations commence for a subsequent agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 20<sup>TH</sup> day of January 2010. *JP*


For: CSEA, INC.

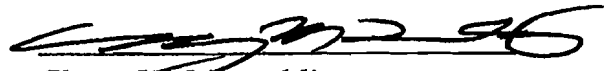
For: City School District of Little Falls


  
\_\_\_\_\_  
Gerald Phelan  
Labor Relations Specialist

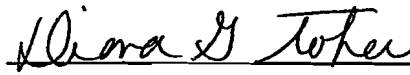
  
\_\_\_\_\_  
Mr. Louis J. Patrei  
Superintendent of Schools

**The CSEA Team was:**

  
\_\_\_\_\_  
Pam LaValla  
Unit President

  
\_\_\_\_\_  
Cletus J. McLaughlin  
Business Manager

  
\_\_\_\_\_  
Bernadette Miller  
Vice President

  
\_\_\_\_\_  
Diana Toher  
Secretary