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Scio Central School District And Csea
(Non-Instructional Unit)

SD
GEN

CONTRACT BETWEEN

BOARD OF EDUCATION

SCIO CENTRAL SCHOOL

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000 AFSCME, AFL-CIO

FOR THE

SCIO CENTRAL SCHOOL DISTRICT UNIT

July 1, 2003 - June 30, 2008

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

RECOGNITION

SECTION 1

The employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Union, as the sole and exclusive representative of all employees in this unit defined in Article II of this agreement for all the purposes of collective bargaining and grievances and shall have this exclusive representation status for the maximum period permitted by law on the date of execution of this agreement.

SECTION 2

The CSEA affirms that it does not assert the right to strike against the employer, and it shall not cause, instigate, encourage, or condone a strike.

ARTICLE II

COLLECTIVE BARGAINING UNIT

All support staff of the Scio Central School District, except those who are excluded, shall be covered under this Agreement for negotiations and grievance purposes. Those excluded are: District Clerk, District Treasurer, Secretary to the Superintendent, Head Bus Driver/Mechanic, and Cook/Manager and Building Maintenance Mechanic.

ARTICLE III

DUES CHECKOFF

SECTION 1

The employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, NY 12210 regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction. The employer agrees to deduct and remit such monies exclusively for CSEA as the recognized exclusive negotiating agent for the employees in this unit.

CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted by CSEA.

SECTION 2

Within thirty (30) days after signing of this Agreement and thereafter upon the employment of a new hire, the transfer of an existing employee, a title change, and on each yearly anniversary of the effective date of the Agreement, the District will furnish the CSEA a list of the names and job titles **and salaries or hourly rate** of all employees covered by this Agreement.

The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, NY 12210. The deduction will be accompanied by a listing indicating the name, address, and social security number of those employees who are and are not members of CSEA.

SECTION 3

CSEA agrees to hold the Scio Central School safe and harmless because of said deduction.

ARTICLE IV

RIGHT OF CSEA

SECTION 1

The CSEA shall have the sole and exclusive right with respect to other labor organizations to represent all employees in the hereof defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement, to designate its own representatives and to appear before any appropriate officials of the employee to effect such representation, to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate, and to pursue all such objectives free from any interference, restraints, coercion or discrimination by the employer and any of its agents.

SECTION 2

The CSEA shall have the sole and exclusive right to pursue any matter or issue, including but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

SECTION 3

Members of the bargaining unit who are elected or appointed to any local, regional or state-wide office of the CSEA, Inc. shall have the right to leave for the conduct of Union business as follows:

1. One employee who is a member of the CSEA Board of Directors shall be granted leave of up to sixteen (16) hours per month for attendance at LOCAL EXECUTIVE COMMITTEE and BOARD OF DIRECTORS meetings. Such time will be reimbursed to the School district by CSEA, Inc.
2. A maximum of two employees who are delegates to the CSEA annual convention shall be granted five (5) days leave without pay per year without charge to accumulated credits to attend the CSEA annual convention.
3. One (1) employee who is elected as stated above as an official of CSEA, Inc. may take unlimited leave without pay but with no loss of current benefits or seniority to attend to such matters of CSEA business as required by said position.

SECTION 4

Unit officers and employees designated by the Union as grievance representatives shall be allowed to handle grievances of employees and to represent employees at all stages of the grievance procedure **with no loss of pay. Prior to meeting with employees the Union representative will meet with the Superintendent or his designee to discuss and agree when the meetings should take place.**

SECTION 5

Non-employee union designated agent shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain CSEA sponsored benefits and programs.

SECTION 6

The District shall provide CSEA with a bulletin board(s). The employer will make such space available at all work locations and/or places of assembly. The number, size and location of the bulletin boards shall be jointly decided by the employer and CSEA, and these bulletin boards shall be for the exclusive use of CSEA for announcement of meetings, election notices, and for all other matters relative to CSEA business including job posting.

ARTICLE V

RIGHT OF THE EMPLOYEES

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the CSEA without fear of coercion reprisal or penalty from the CSEA or the Employer.

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the employer or its agents.

Before anything may be placed in an employee's personnel file, said employee shall be given a copy of same. Nothing of a derogatory nature shall remain in an employee's personnel file for a period of more than four (4) years and upon expiration of a four (4) year period, said derogatory material shall be removed from the personnel file at the written request of the employee.

An employee may bring matters of personnel concern to the attention of the appropriate employer's representatives and official in accordance with applicable laws and rules, and may choose his own representatives or appear alone in a grievance or appeal proceedings with the exception that CSEA must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE VI

RIGHTS OF THE EMPLOYER

SECTION 1

Except as otherwise specifically provided in this agreement, the employers shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission

of the employer pursuant to existing practices unless altered by this agreement.

SECTION 2

Under the terms of this agreement and pursuant to the Public Employees Fair Employment Act the employer shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the CSEA.

SECTION 3

The employer shall not assign any recipient on home relief and Aid to Dependent Children or any participant in the older worker programs, including, but not limited to, Green Thumb Program to perform duties or tasks traditionally, ordinarily or actually performed by members of the bargaining unit without the written consent of the Local Unit President.

ARTICLE VII

RETIREMENT

The Employer shall provide the Non-Contributory "20 Year Career" Plan (Section 75i) and the Death Benefit Rider Section 60B for all employees covered under the terms of this Agreement who are Tier I and Tier II members, and the Statutory Retirement Plans for employees who are Tier III and Tier IV members.

ARTICLE VIII

PERMANENT STATUS AND SENIORITY

SECTION 1

New employees not in competitive class positions will be appointed on a one year probationary period. Employees transferred or promoted to non-competitive positions will be appointed to a six-month probationary period. After the completion of satisfactory probationary service, each support staff employee shall be afforded permanent status under Section 75 of the Civil Service Law. All present employees who have completed their probationary term shall be afforded permanent status. All such permanent employees shall have access to the grievance procedure for the resolution of any disciplinary

action. An employee may elect either Sections 75 and 76 or the grievance procedure, but an election of one shall be deemed to be a waiver of the other. If an employee elects the grievance procedure, all statutory protections of Section 75 shall be deemed to be part of the grievance procedure. A grievance of a disciplinary nature shall begin at Step Two (2) of ARTICLE XVII of this Agreement.

SECTION 2

Seniority is defined as the length of continuous service within the District. For layoff purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority on his current title, the laid off employee shall exercise his authority to displace an employee with lesser seniority than he on lower job titles for which the employee is qualified as determined by the Superintendent. The Superintendent's decision as to qualifications must be reasonable. For employees hired after July 1, 2000, the laid off employee shall exercise his authority to displace an employee with lesser seniority than he only in lower job titles as defined in Article IX Section 1. Recalls shall be in the reverse order of lay off. In departments which do not rotate shifts, shift preference shall be decided by seniority. If an employee transfers from one department to another, he shall retain and continue to accumulate seniority in the department from which transferred.

SECTION 3

As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is: (a) on leave of absence; (b) on layoff; (c) absent from, and unable to perform the duties of his position by reason of disability resulting from occupational injury or disease; (d) such other periods of service if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

SECTION 4

Subject to the applicable provisions of Civil Service Law, an employee loses his seniority only when one or more of the following occurs, he resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him) he is discharged, he retires, he refuses a recall.

SECTION 5

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment as the case may be, by the appointing or hiring officer.

SECTION 6

If split job titles are eliminated, the employee who was in the eliminated split job title shall be allowed to utilize his/her pro-rated seniority in either of his/her prior job titles to bump a less senior employee in that job title that would give his/her more hours.

SECTION 7

Employees in a temporary position longer than ninety (90) calendar days shall be entitled to all benefits of the contract.

ARTICLE IX

TRANSFERS AND PROMOTION

SECTION 1

Transfer within the District, school, or shift may occur when, (1) requested by the employee, (2) need of the school district requires transfer. An employee may request a transfer to fill the same job title which has become vacant within the same or another shift within the district. In such a case, the employer shall, within a twenty (20) day period transfer the employee to the vacant position if no other employee with more seniority has applied for the transfer and if the affected employees has the proper qualifications to perform the duties of the position. These qualifications must conform to District standard and Civil Service qualifications, i.e., if an examination is required, the employee must be included in the top three (3) candidates. For the purposes of this Section, same job titles shall be: (1) Aide/Monitor; (2) Food Service Helper/Cashier; (3) Cleaner/Custodians.

SECTION 2

If the District's need is such that a transfer of an employee(s) is required, the employee(s) shall not be transferred within the school, district, or from one shift to another without fourteen (14) days written notice. If the employee has justifiable reasons as to why the transfer would cause hardships, no transfer

shall take place. If the employer makes the decision to transfer the employee, the employee must resort to the grievance procedure to prevent such transfer. Employees appointed to the position of Custodians and/or cleaners hired on or after July 1, 1994, may be assigned to any work schedule at the discretion of the District.

Monday – Friday, Tuesday – Saturday, or Wednesday – Sunday Shift:

4:00 a.m. to 12:30 p.m.	2:00 p.m. to 10:30 p.m.
6:00 a.m. to 2:30 p.m.	2:30 p.m. to 11:00 p.m.
6:30 a.m. to 3:00 p.m.	3:00 p.m. to 11:30 p.m.
7:00 a.m. to 3:30 p.m.	4:00 p.m. to 9:00 p.m.
7:30 a.m. to 4:00 p.m.	4:30 p.m. to 8:30 p.m.
5:00 a.m. to 1:30 p.m.	5:00 p.m. to 9:00 p.m.
5:30 a.m. to 2:00 p.m.	
8:00 a.m. to 4:30 p.m.	

SECTION 3

When a transfer opportunity exists, all eligible employees beginning with those that have the greatest amount of seniority will be canvassed to determine if any would be interested in the transfer. If no employee wishes the transfer, the school district may then, put the job up for bid publicly to find a person to fill the vacant position.

SECTION 4

Promotion: When a promotional opportunity exists, all employees within the department where the promotion exists will be allowed to apply. If the senior employee has the proper qualifications in accordance with the standards established by the Civil Service Commission and he does not receive the promotion, he may file a grievance.

ARTICLE X

WAGES

SECTION 1

Wages and salaries covered by this agreement shall be in accordance with the schedule and other practices set forth in the table of contents of this agreement.

SECTION 2

Each employee is to be placed on an annual salary payable biweekly for ten (10) months of the school year, consisting of twenty-one (21) paydays or twelve (12) months of twenty-six (26) paydays.

SECTION 3

Each ten (10) month employee's salary will be based on a 182 day work year, plus eleven (11) holidays which equals 193 paid days (See Article XIII for holidays.) Each employee will be expected to work 182 days starting with the Tuesday after Labor Day and through the last teachers' work day or graduation day which ever comes later each year. Each employee will be given a tentative schedule of their individual work days for the year prior to September 1st of each year. It is understood that these work days will normally occur during student attendance days, staff development days, and scheduled snow days.

For all employees, cancellation of a day of school attendance for bad weather; furnace breakdown, and so forth, will not be deducted from the pay agreement. A week, such as regents week will count as a full week, and employees may be assigned to other duties during this time.

Employees who have to work on a day when school is closed because of reasons listed in paragraph two of this section will be granted one day for each weather day used, for 12 month employees or equal time off for 10 or 11 month employees. This time will be added to vacation.

SECTION 4 A

2003-04 – All employees will receive a 4% increase on their 2002-03 base/hourly rate of pay.

2004-05 – All employees will receive a 2% increase on their 2003-04 base/hourly rate plus twenty-five cents (\$.25) per hour for those earning less than Ten Dollars (\$10.00) per hour and twenty-one cents (\$.21) per hour for those earning Ten Dollars (\$10.00) per hour or more.

2005-06 – All employees will receive a 4% increase on their 2004-05 base/hourly rate of pay.

2006-07 – All employees will receive a 2% increase on their 2005-06 base/hourly rate plus twenty-five cents (\$.25) per hour for those earning less than Ten Dollars (\$10.00) per hour and

twenty-one (\$.21) per hour for those earning Ten Dollars (\$10.00) per hour or more.

2007-08 - All employees will receive a 4% increase on their 2006-07 base/hourly rate of pay.

SECTION 4B

Each cafeteria worker will be allotted up to Fifty Dollars (\$50.00) per year to reimburse them for work clothing and work shoe costs. Receipts must be submitted to the Business Office for reimbursement.

SECTION 5

Employees who use their personal vehicle for school business shall be reimbursed the current IRS rate per mile, with the prior approval from the Chief School Officer or Clerk of the Board. Use of the school owned vehicle has preference. School gasoline will be used for school vehicles only.

SECTION 6

All employees, excluding bus drivers, whose majority of work hours falls between 3:00 p.m. and 7:00 a.m. shall receive a night differential of thirty-five cents (\$.35) per hour for all hours worked. In the event that an employee who is permanently transferred from nights to days, shall have the night differential subtracted from his/her salary.

SECTION 7

All employees currently receiving a paid lunch break and extra compensation while in a classroom will continue to receive these benefits while employed by the school district. These benefits will expire when those present employees leave the district. It is intended between the parties that these employees will be held safe-harmless for these extra-ordinary benefits.

SECTION 8

All drivers will be expected to line their bus up at night fifteen (15) minutes prior to departure, get their bus ready and out in the morning, and see that their bus is washed and completely clean each day as part of their salary.

SECTION 9

Employees that meet the following criteria shall receive a longevity stipend payment:

At the conclusion of twenty years of service - \$250 stipend

At the conclusion of twenty-five years of service - \$350 stipend

At the conclusion of thirty years of service - \$450 stipend

This stipend payment will be received on the anniversary date of hiring and be received each year thereafter. This increase will not be considered as a part of a person's base salary. NOTE: This stipend payment is not retroactive.

SECTION 10

The union and the District agree that non-unit members may transport students in a school vehicle (car or van). It is understood that this will include no more than six (6) students per activity or event.

The District agrees that this clause in no way infringes upon the exclusivity rights of the CSEA of transporting students of the Scio Central School District.

Section 11

The District agrees to pay a stipend of \$3,120 to the Assistant 19A Coordinator for the District. This stipend will not be considered a part of the person's base pay.

ARTICLE XI

OVERTIME

SECTION 1

All employees shall receive overtime at the rate of one and one-half (1-1/2) times his or her hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The employee(s) shall have the right to work his or her complete shift. Their shift shall not be curtailed by the employer to avoid paying overtime compensation to the employee.

SECTION 2

Compensatory time will be available to each full-time employee covered by this agreement. With a minimum of three (3) days notice, an employee may request compensatory time off at the rate of time and one-half for all overtime worked up to a maximum accumulative limit of **eighty (80) hours per year**, provided that a substitute can be secured and the absence is not unduly disruptive.

SECTION 3

All paid time shall be considered as days worked for the computation of overtime.

SECTION 4

Call Back Pay. All employees who are called back to work in an emergency situation will receive a minimum of two (2) hours work time at the appropriate rate of pay.

SECTION 5

Overtime shall be distributed equally to support staff in each department on a rotation basis. If the employee refuses to work said overtime, the refusal shall be counted as his turn at overtime in the rotation schedule and the overtime assignment would fall to the employee next in line. However, the employee's turn would not be lost if he was ill. Employees may not bid for overtime, extra positions, bus runs, etc. which would conflict with said employee's other non-bus driving duties.

A sign-up sheet will be posted at the start of each school year. The sign-up sheets will be mutually agreed upon. Employees interested in overtime may sign up by area of expertise and interest. Overtime will then be assigned on a rotation basis within the areas that they signed up for overtime.

SECTION 6

Any employee called into work on a Saturday, Sunday or a holiday will receive a minimum of two (2) hours pay.

SECTION 7

When an employee is absent from his/her position the District may employ a substitute or not employ a substitute at the District's discretion.

ARTICLE XII

VACATIONS

SECTION 1

All twelve (12) month, full-time (those working 8 hours per day) employees shall receive paid vacations to be credited on July 1 according to the following schedule:

After one year of full-time service	1 week
After two years of full-time service	2 weeks
After seven years of full-time service	3 weeks
After fifteen years of full time service	4 weeks
After twenty years of full-time service	4 weeks + 1 day
After twenty-one years of full-time service	4 weeks + 2 days
After twenty-two years of full-time service	4 weeks + 3 days
After twenty-three years of full-time service	4 weeks + 4 days
After twenty-four years of full-time service	5 weeks

EX. Employee is hired April 1, 2000. The employee is credited with one week vacation on April 1, **2001**, which vacation should be used between April 1, 2001 and June 30, 2001. On July 1, **2001** the employee is credited one week vacation for use during the 2001-02 school year. On July 1, 2002, the employee is credited with 2 weeks vacation for having completed 2 years full-time service.

Employees who work at least four (4) hours and up to eight (8) hours per day during vacations and summers shall receive one (1) week paid vacation per year.

Employees hired prior to July 1, 1997 shall not have their prior vacation computation reduced as a result of the 1997 amendment of this section.

SECTION 2

No vacation time will be granted during the last week of school prior to graduation, unless the employee is the parent of a graduating senior. Employees may carry over one (1) weeks vacation for a period of one (1) year. Unless unable due to extenuating circumstances, the Supervisor shall respond to a request to use vacation time within three (3) working days of receiving the request for time off.

SECTION 3

Vacation Pay: If an employee is unable to take his or her vacation before the end of the year because the District has denied use of said vacation, he or she shall receive pay for such vacation. For such vacation pay, a written request must be submitted by June 1st.

ARTICLE XIII

HOLIDAYS

SECTION 1

A. All 11 and 12 month employees shall continue to receive the following paid holidays:

**New Year's Day
Martin Luther King's Day
President's Day
Good Friday
Memorial Day
4th of July
Labor Day**

**Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
*Day before or after
Christmas Day**

***The employee must give the Superintendent notice by December 1st of each year.**

B. All 10-month employees shall continue to receive the following paid holidays:

**New Year's Day
Martin Luther King's Day
President's Day
Good Friday
Memorial Day**

**Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas**

Christmas Day

C. A ten-month employee shall be paid for July 4th and/or Labor Day if they work a full week before the holiday.

SECTION 2

When one of the holidays listed above falls on a Saturday or Sunday, the District will designate either the Friday immediately before or the Monday immediately after said holiday week-end in lieu of the actual holiday.

SECTION 3

If a paid holiday falls on the day when the school district is required to remain open, the employee shall receive a compensatory day off in lieu of the holiday. The compensatory day shall be mutually agreed on.

SECTION 4

All support staff will receive the same benefits prorated and they are to be paid when working if the holiday falls during the time worked, the same as regular employees.

ARTICLE XIV

SICK LEAVE AND LEAVES OF ABSENCE

SECTION 1-A

Sick Leave: All 12, 11, and 10 month employees covered under this agreement shall be granted one day of paid sick leave per month. All employees shall be allowed to accumulate **two hundred (200)** days of sick leave from the date of employment. Sick leave may also be utilized for illness of the employee or the employees spouse **or immediate family. Immediate family shall mean the child, brother, sister, parent, grandparent, grandchild or other household member (person permanently residing in household). A doctor's note may be required if an employee is absent for three (3) or more consecutive days.**

No sick time will normally be granted during graduation week. If an illness is unavoidable a doctor's note may be required.

SECTION 1-B

Child-Rearing Leave - An unpaid child-rearing leave, including a leave for the care of an adopted child, may be granted for up to two (2) years. A unit member who desires child-rearing leave shall give written application to the Board when possible, at least three (3) months prior to the expected date of commencement of the leave and whenever possible, three (3) months notice prior to return to work. The above time frames may be waived in unusual circumstances by the Superintendent.

SECTION 2

Employees who give the District the notifications listed below and have been an employee of the Scio Central School District for at least ten (10) years and have accumulated a minimum of fifty (50) days of unused sick leave may select A or B or a combination of A and B with respect to accumulated sick leave:

SECTION 2 A

Employees who give at least one (1) year's irrevocable notice of retirement, shall be allowed to utilize accumulated sick leave in the following manner: have his/her salary increased by Sixty Dollars (\$60.00) per day for up to one year. One day of sick leave will be deducted from the employee's accumulated sick leave for each pay period in which Sixty Dollars (\$60.00) is added to the employees pay.

SECTION 2 B

An employee may request to receive a lump sum payment equal to Sixty Dollars (\$60.00) for each day of accumulated sick leave. Employees who submit their irrevocable notice of retirement by March 1st of the year they retire will receive their lump sum payment by July 15th of the same year. Those who submit their irrevocable notice of retirement after March 1st and retire in the same year will receive their lump sum payment one budget year later.

SECTION 3

Personal Days: Each employee covered under this agreement shall be given three (3) personal days per year. Such personal leave days will be an absence for personal business with regular wages or salary paid to the employee. Any personal days not used shall be added to sick leave accumulation each year.

SECTION 4

Bereavement: Each employee within the bargaining unit shall receive three (3) days bereavement leave per incident upon a death in the immediate family consisting of spouse, children of employee or spouse, brother, sister, brother-in-law, sister-in-law, parents, mother-in-law, father-in-law, or grandparents, grandchild or other person permanently residing in household. A fourth day of bereavement may be granted if travel is aggregate of three hundred (300) miles or more. In extenuating circumstances, the Superintendent may authorize additional days off and deduct such from sick leave.

SECTION 5

Report Absence: An employee is responsible for the filing of the required employee absence form in the appropriate office within five (5) days of returning to work. If the employee fails to file the appropriate form in a timely manner, the employee will not be paid for the absent days until the payroll period following submission of the form.

Absence without pay must be requested in advance. A request for absence without pay may be granted or denied at the sole discretion of the Board of Education. Absence from work without leave may result in disciplinary action.

SECTION 6

All employees in this unit will receive an accumulated sick leave notice on November 1st of each year.

SECTION 7

Sick Leave Bank

- A. **The Sick Leave Bank is an employer-employee agreement. The days granted to an individual will come from a pool established by participating members. A person withdrawing from the Bank will not be able to withdraw donated days.**

1. An employee must contribute two (2) or more days by September 15, or May 15, of each school year until their ten (10) day goal is met for membership. A member may contribute additional days by May 15 to help the fund.

2. If the fund falls below ninety (90) days, an additional assessment of two (2) days each year will be made on members until three hundred (300) days are reached.

3. Any employee who receives sick days from the bank while absent from duty because of occupational injury or disease, as defined in the Workers' Compensation Law, which was not controverted, upon an award of compensation, shall reimburse the bank two-thirds (2/3) of the days given by the sick bank.

B. Before becoming eligible for consideration of a grant of sick days from the bank, the following must be met:

1. You must join by September 15 to be eligible to draw from the bank.
2. A member must be out a minimum of five (5) consecutive work days and all such leave accumulation must be exhausted in order to be eligible for the Sick Leave Bank.
3. A loss in time, beyond sick leave accumulation that will result in a loss of a minimum of five (5) consecutive days' pay.
4. Medical evidence that the employee is unable to work. This provision is subject to school physician review.

C. The maximum number of days anyone may be granted in one (1) year is seventy-five (75). It will be at the discretion of the committee as to whether these days can be used at separate times.

D. Sick leave acquired from the Bank, or those necessitating the loss mentioned in 2, above, shall not be resultant from family illness. The first thirty (30) days of maternity leave are also exempt from Bank coverage. medical evidence of inability to work after this time limit, makes a member eligible.

E. All benefits from this provision are to stop upon permanent disability status as determined by the Social Security Administration.

F. A committee consisting of the Union President and two (2) other Union designees appointed by the President; the Superintendent of Schools or his designee; and one (1) other District representative shall administer the implementation and functions of the sick leave bank. When a vote is needed, it must be a 4/5 vote (80%) or greater.

SECTION 8

Upon death, the surviving spouse and dependents or beneficiary of employees who become deceased while in active service shall be paid at the rate of Sixty Dollars (\$60.00) per day for their unused accumulated sick leave, vacation days, personal days and comp time.

ARTICLE XV

INSURANCE

Health Insurance: The school district will maintain one hundred percent (100%) of the self-funded insurance premiums, **with \$100 single/\$200 family deductibles**, or a comparable insurance for all 12, 11, and 10 month employees hired prior to July 1, 1994. Employees hired on or after July 1, 1994 but prior to July 1, 1997 shall contribute Five Dollars (\$5.00) per pay period towards the purchase of the health insurance coverage. Employees hired on or after July 1, 1997 shall contribute ten percent (10%) of the premium cost of said health insurance.

All part-time employees, including cafeteria employees hired on or after July 1, 1991, will have their hospital insurance paid by the District. It will be pro-rated by the number of hours contracted to work.

The parties herein agree that in the event that the Congress of the United States passes a National Health Insurance Program which would in any way duplicate any of the fringe benefits provided by the Board under this Agreement, then and in the event, the Board and the Association shall meet to:

- a. Determine the areas of duplication;
- b. Determine the amount of money to be saved by the elimination of such duplication;
- c. Determine the manner of distribution of said monies to the personnel covered by this Agreement.

The Employer shall pay the same percentage of the premium cost for 10, 11, and 12-month employees, and the same ratio for part-timers hired since July 1, 1991 as it pays for health insurance, for the Self-Funded co-pay drug rider. The drug rider shall provide a Ten Dollar (\$10) brand name, Seven Dollar (\$7) generic and Four Dollar (\$4) mail order co-pay.

Effective July 1, 2000, eligible employees hired prior to July 1, 2000 who choose to participate in the District's HMO may do so as follows:

If less than eight (8) unit members choose to participate in the District's HMO or the health insurance buyout, those employees choosing the HMO will receive 25% of the difference between the cost of the District's PPO and HMO as salary stipend.

If eight (8) or more unit members choose to participate in the District's HMO or health insurance buyout, those employees choosing the HMO will receive 50% of the difference between the cost of the District's PPO and HMO as a salary stipend.

Employees hired on or after July 1, 2000 will count for purposes of the above percentage calculations but will not be entitled to any savings. The Superintendent will meet with the Association President each year to agree on rates and percentages.

Employees may only switch between plans (either PPO or HMO) and the buyout during a District defined 30-day window period each year.

Employees shall have the option of taking cash stipend payable at the end of the school year in lieu of health insurance coverage. The stipend amount will be Two Hundred Fifty Dollars (\$250) more than the split savings amount in that given year.

If the employee needs to re-enter the plan at any time this payment will cease as of the date the employee is covered by the Plan. In no event will the stipend be less than One Thousand Dollars (\$1,000) if two (2) or fewer employees file for a stipend or Fifteen Hundred Dollars (\$1,500) if three (3) or more employees participate by filing for the stipend.

Eligible employees hired on or after July 1 1997, may participate in the District's HMO at one hundred percent (100%) District contribution unless the costs of the HMO exceed ninety percent (90%) of the cost of the self-funded plan, at which point the new hire must pay the difference.

Part-time employees that are eligible for insurance buyout will receive payment on a prorated basis (x hours/8 hours).

Vision Insurance: The Employer shall pay the entire premium cost of the CSEA Employee Benefit Fund in order to provide the optical plan known as Platinum-12.

Employee Assistance Program: The District agrees to continue the EAP Program at no cost to the employee's.

Flex Plan/125 Plan - The district agrees to place One Hundred Dollars (\$100) in a Flex Plan for each employee. The District agrees to pay the appropriate administrative costs for this plan.

On or about April 1, 2007, both parties will meet to discuss, review, and determine what changes (if any) need to take place in the area of health insurance. Any changes in the contract will need to be negotiated at this time by both parties.

ARTICLE XVI

WORK IN HIGHER CLASSIFICATION (GRADE)

If any employee is assigned to perform work in a classification which is in a higher grade than his/her own for a consecutive period of more than three (3) working days, he/she shall be paid an additional One Dollar (\$1.00) per hour for all days worked in excess of three (3) days.

ARTICLE XVII

GRIEVANCE PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level should be considered as a maximum and every effort shall be made to expedite the process. Time limits specified in this Article may be waived by mutual written agreement.

Step 1 The aggrieved employee, with or without his or her

representative, shall present the grievance to his/her immediate supervisor not later than thirty (30) calendar days from when the employee knew or should have known of the act or omission giving rise to the grievance. The immediate supervisor shall answer the grievance within twenty (20) calendar days.

- Step 2 If the answer is unsatisfactory at Step 1, the aggrieved employee will, within ten (10) calendar days of the Step 1 answer, present the grievance in writing to the Superintendent of Schools who shall render his decision in writing within ten (10) calendar days.

Upon receipt of a written grievance to the Superintendent of Schools, the Superintendent shall arrange a meeting with the aggrieved person or his designee within ten (10) calendar days. The Superintendent shall make a disposition of the grievance to the parties of interest in writing within twenty (20) calendar days of such a meeting.

- Step 3 If the Superintendent makes no decision concerning the grievance, or if the aggrieved person is not satisfied with the decision made at level one, he shall submit his grievance to the President of the Board of Education within ten (10) calendar days of the Superintendent's decision or lack thereof.

Within thirty (30) calendar days of the receipt of the grievance by the President of the Board, or forty-five (45) calendar days in the summer, the Board shall meet with the aggrieved person, the unit president or designee, and the appropriate CSEA staff representative for the purposes of resolving the grievance.

- Step 4 A. If the union is not satisfied with the disposition of the grievance at Step 3, or no decision has been rendered within ten (10) working days since the meeting with the Board, the union may submit the grievance to binding arbitration under the rules and procedures of PERB within fifteen (15) working days from the date of the decision.

B. The parties shall select an arbitrator in

accordance with PERB's rules.

- C. The arbitration shall be held at a time and place agreeable to the parties and the arbitrator at the earliest available date. The arbitrator shall issue a written decision to the parties not later than thirty (30) days after the close of the hearing and the decision shall be binding upon the parties. The arbitrator shall be without power or authority to make a decision which would alter or be in violation of the terms of this agreement.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared by the Board and the Association.

ARTICLE XVIII

OTHER LEAVES OF ABSENCE

SECTION 1

Maternity Leave: Pregnant employees shall be awarded maternity leave in the same manner and spirit as other sickness and disability leaves and such maternity leaves shall conform to all applicable State and Federal statutes and court rulings.

As soon as practicable after an employee becomes aware that she is pregnant, she shall give written notice thereof to the Superintendent, including her expected date of delivery.

The pregnancy leave shall commence and terminate when the employee's condition, as verified by a written statement from her attending physician, enables her to begin and then to resume the full performance of her duties.

Child care leave will be provided in accordance with the Family and Medical Leave Act.

SECTION 2

Workmen's Compensation: The Board of Education provides Workmen's Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the Scio Central School is herewith directed to file an accident report with the Board of Education Office within 24 hours. Proper forms are available in the Board of Education Office and in the offices of the principals of the school.

When the Board of Education is reimbursed by the Workmen's Compensation Insurance carrier for remunerating employees under the sick leave policy of the Board of Education, the employee will receive credit for loss in sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Workmen's Compensation Insurance carrier by the employee's daily rate of compensation.

SECTION 3

Military Leave: Any employee entering military service from the Scio Central School System shall upon return be given full credit on salary schedule equivalent to the years spent in military service.

Any accumulative sick leave, vacation and seniority earned prior to entering the service shall be credited upon return. At the conclusion of military service the Board shall return the employee to the same or reasonably comparable position. Provision 1 and 2 under Military Leave shall also apply to short term duty in any branch of the military service.

ARTICLE XIX

RECLASSIFICATION

If a reclassification study of job titles is done within the Scio Central School System, the CSEA shall be notified of such reclassification(s) as soon as possible after they are completed.

ARTICLE XX

JOB VACANCIES

SECTION 1

Job vacancies will be fully announced and described by posting on the District's and CSEA's official bulletin boards(s). Such space shall be made available at all work locations and/or places of assembly by the employer. There will be a five (5) calendar day posting for all job vacancies or newly created positions within the Unit covered by this Agreement and all posting notices will contain the following:

1. Title
2. Qualifications
3. Rate of Pay
4. Total hours to be worked per week with flexible scheduling as per contract. (If work week is other than Monday-Friday, workdays will be listed. Also if it is a night shift, such will be noted. This does not restrict the District's ability to adjust shift or work week at a later time.)

Upon the Board appointment of a candidate, for the posted position, the Unit President or designee will be notified within seven (7) calendar days with a copy of the general appointment notice.

SECTION 2

On prepared forms, applicants will apply for vacancies within the district. That bidding employee having the greatest length of continuous service and the necessary qualifications in accordance with the provisions of Civil Service Law (i.e. applicants taking a competitive examination must be in the top 3) shall be awarded the job and, if necessary, be allowed a ten (10) day trial period to verify his demonstrable ability to perform the duties and responsibilities of the position during the trial period, he will revert to his former position and the employer may fill the position with other employees or outside sources.

SECTION 3

In regards to any job vacancies that become available during summer vacation periods, notification will be given by the employer to the local unit secretary to notify all support staff personnel.

SECTION 4

All new employees will be required to have a physical with the school physician before beginning employment, at the school's expense.

ARTICLE XXI

LEGISLATIVE CLAUSE

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

ARTICLE XXII

COPIES OF THE CONTRACT

Copies of this document shall be given to each employee at the expense of the employer.

ARTICLE XXIII

HOURS OF WORK

There will be no reduction of time for present two (2) hour employees.

ARTICLE XXIV

PROGRESSIVE CLAUSE

Any person hired by the district who does not have experience in a particular position shall not be given a salary or hourly wage, which exceeds the starting salary, or hourly wage. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work

will be increased by the difference between the starting wage or salary and the wage or salary paid the new employee.

ARTICLE XXV

CONFERENCE, WORKSHOPS, REQUIRED COURSES

Expenses of any member of the support staff attending a conference or workshop, or required courses which have been approved by the Superintendent of Schools will be paid in full.

Required Bus Driver's school will be paid at the rate of Eleven Dollars (\$11.00) per hour or part thereof, for all time spent in said school. Verification of length of said course is required. The thirty (30) hour bus driver's course will be paid at a rate of Two Hundred Fifty Dollars (\$250.00) per course.

ARTICLE XXVI

SAVINGS CLAUSE

SECTION 1

If any article or part thereof this agreement or any addition thereto should be decided as in violation of any federal, state, or local law or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

SECTION 2

If a determination or decision is made as per Section 1 of this article, the original parties of this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

SECTION 3

This agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, transferees or parties provided services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

SECTION 4

Whenever the context so requires, the use of the words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of said genders. By use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVII

BUS DRIVER PROVISIONS

SECTION 1

Regular drivers can bid for extra trips or overtime runs only for hours for which they are not scheduled to perform non-bus driving duties for the District unless specifically authorized by the District.

SECTION 2

- A. All regular bus drivers hired after July 1, 2000, shall have a base hiring rate of Ten Dollars (\$10.00) per hour.**

- B. There will be a required annual driver bidding meeting to be held at 8:00 a.m. the Tuesday before Labor Day. The purpose of the meeting will be to bid transportation runs for the upcoming school year. Bidding will occur with the most senior driver bidding first, then second most senior, etc. After the bidding takes place additional time will be spent preparing for the school year (as determined by the Supervisor of Transportation.) Each employee will be expected to be on the job for a minimum of four (4) hours. This day will be considered to be one of the 182 days required by all ten (10) month employees.**

Also at this meeting, the Supervisor of Transportation will explain the procedure to be used annually for the bidding of extra trips.

SECTION 3

Any bus runs that become permanently vacant shall be posted and filled by the most senior driver who bids on such run.

SECTION 4

On overnight trips, drivers will be paid as per the agreement with the following exception: When drivers are not responsible for students, are relieved from driving responsibilities, the pay shall be for sixteen (16) hours per day and are provided with sleeping accommodations approved by the Board away from the students.

SECTION 5

The BOCES bus runs will be considered as a regular route.

SECTION 6

The District shall reimburse all regular bus drivers covered by this Agreement, the cost of their Commercial Drivers License (CDL) upon turning in a receipt and voucher reimbursement shall be made only for those fees applicable to certification and licensing as bus drivers), by separate check.

SECTION 7

All bus drivers will be required to undergo a physical as required by Article 19A each year at the expense of the District.

ARTICLE XXVIII

JOB DESCRIPTIONS

Within thirty (30) days after the consummation of this agreement, the employer shall provide all support staff with a complete description of the duties of their respective positions.

ARTICLE XXIX

PAST PRACTICE

All benefits now accruing to employees shall be continued in the future unless they are changed or altered by the terms of this agreement.

ARTICLE XXX

EDUCATION

SECTION 1

An employee who is required by the District to attend a work related course will have the course fully paid by the District which includes time spent traveling for and at the course, travel expense and lodging if necessary.

Traveling arrangements, including method and time of travel, must be approved by the Superintendent of his/her designee in advance.

SECTION 2

1. Civil Service Association members will receive credit for participating in locally organized inservice activities, BOCES training, computer training and other programs directly related to job performance.
2. In order to be eligible for inservice credit, activities must be pre-approved by the Superintendent or his/her designee.
3. One (1) inservice credit will be given for each block of fifteen (15) hours of training. Hours can be accumulated from inservice activities over the course of two (2) school years.
4. In order to qualify for credit, the inservice work must be performed outside the normal workday or during unpaid staff development days.

5. The District will pay \$45 per year for each credit (15 hours) of inservice earned.
6. Nothing in this Agreement establishes a past practice ore precedence for any future dealings between the parties.
7. Certificate of Completion will be required to include all requirements of the training or course have been met, the number of hours earned and the trainer's signature.

ARTICLE XXXI

LENGTH OF CONTRACT

This contract will be in force for five (5) years starting July 1, 2003 and expiring June 30, 2008, except for the following:

1. **On or about April 1,2007, both parties will meet to discuss, review, and determine what changes (if any) need to take place in the area of health insurance. Any changes in the contract will need to be negotiated at this time by both parties.**

ARTICLE XXXII

EMPLOYEE INDEMNIFICATION

The District has adopted by resolution Public Office Law 18. The employer agrees to furnish a copy of Public Officers Law, Section 18 to each employee currently on its payroll who is a member of this bargaining unit and to furnish a copy to each newly hired employee at the time of hiring.

ARTICLE XXXIII

LABOR MANAGEMENT MEETINGS

The purpose of this Article shall be to provide a forum to discuss and attempt to resolve matters of mutual concern. By mutual agreement, matters resolved pursuant to this Article shall be placed in writing in the form of memorandum or correspondence between the parties. Such

meetings shall take place as requested by either side, but shall meet a minimum of twice a year.

ARTICLE XXXIV

EVALUATION

SECTION 1

Frequency – Each employee’s job performance will be assessed at least once per year.

SECTION 2

Authorized Assessors – An employee’s job performance will be assessed by an administrator or supervisor.

SECTION 3

Procedure

- A. An assessor will explain the assessment procedures and the assessment instrument to each employee before the employee’s first ever review.**
- B. An assessor will fill out an assessment instrument and hold an annual conference on job performance with each employee.**
- C. Within fifteen (15) workdays after the conference the assessor will provide the employee with a copy of the final review, this review will be signed by the assessor, the Superintendent or his designee. If an employee chooses to respond to the evaluation it will be attached to the evaluation. Each employee is required to sign their evaluation to show that they have received the evaluation. The evaluation will then be forwarded to the District Office to be placed in the employee’s personnel file.**

NOTE: See the attached evaluation form, which will become Appendix A.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2008.

ASSOCIATION

BOARD OF EDUCATION

By Lowell Stoen
Unit President

By Debrah O'Connell
Board President

By Robert C. ...
Collective Bargaining
Specialist

By Jack Reest
Chief Negotiator

By Michael J. McAule
Superintendent of Schools

Dated this 37 day of August, 2003

SCIO CENTRAL SCHOOL EVALUATION FORM

An annual performance review is a constructive process that stresses a cooperative working relationship between an employee and his/her administrator. The process is based upon the premise that the employee wants to do a good job and improve his/her skills. The purpose of the review program is to encourage two-way communication, identify individual strengths and improvement opportunities, assist performance and promote self-motivated improvement.

Employee _____
Job Title _____

Date _____

An Action Plan must be developed if two or more areas are marked Unsatisfactory.

COMMENTS: **E** (Excellent) **S** (Satisfactory) **I** (Improving) **U** (Unsatisfactory)

All U ratings and comments must be substantiated with examples and suggestions or recommendations for improvement.

	E	S	I	U	REMARKS:
1.) Attendance: reliable and punctual					
2.) Initiative: Shows initiative, is creative and resourceful, prompt in completing tasks, able to solve problems.					
3.) Cooperation: Demonstrates the willingness to help the public, other employees, supervisors, teachers and students he/she may come in contact with.					
4.) Policy: Adheres to/supports Scio policies, procedures and regulations					
5.) Appearance/grooming: maintains cleanliness, appropriate dress and neat grooming.					
6.) Records: maintains accurate records, inventories, files, time sheets and paperwork as required					
7.) Physically capable of performing duties in a healthy and energetic manner.					
8.) Quantity/Quality: amount of quality work produced; timeliness and speed in completing assignments					
9.) Maintenance: proper use and care of equipment, tools; maintains clean and orderly facilities; tidiness of workstation					
10.) Dependability: carries out assignments with minimal supervision; functions well in crisis situation or when supervising students, if applicable					
11.) Attitude: displays positive attitude and respect towards the people he/she comes in contact with on a daily basis.					
12.) Confidentiality: Maintains confidentiality of appropriate information (re: students, co-workers, employees)					

TEACHER AIDES:	E	S	I	U	REMARKS:
13.) Students: demonstrates interest, patience and self-control with students					
14.) Rapport: establishes good rapport, is courteous and polite in his/her dealings with teacher, students and support staff					
15.) Communication: expresses self effectively. Communicates in a timely manner, good listening skills, asks appropriate questions.					

1.) Evaluator comments:

2.) Suggest how performance of the incumbent can be improved or made more effective.

3.) Employee comments:

4.) List goals and objectives agreed upon to be accomplished in coming semester or school year.

Evaluator Signature

Date

Supervisor

Date

Employee Signature

Date

Supervisor

Date

SCIO CENTRAL SCHOOL
3968 Washington Street
Scio, NY 14880
585/593-5510

STATEMENT OF CONFIDENTIALITY

Employee is serving in a capacity through which employee will likely have access to information and records of the Scio Central School District which are of a confidential nature. (See Reverse Side for Confidentiality Guidelines). Employee has a responsibility to ensure that in no event shall such confidential information be shared or compromised. Employee agrees to adhere to the strictest standards of confidentiality in regard to such information.

Employee Signature

Date

Supervisor's Signature

Date

cc: Personnel File
Employee

CONFIDENTIALITY GUIDELINES

1. Confidential information is not to be shared with any person(s) outside of the Scio Central School District, except pursuant to subpoena and/or by offering of testimony in a legal proceeding.
2. Confidential information is not to be shared with other employees within the Scio Central School District except on a need to know basis. Just because two (2) employees are designated "confidential" does not mean that such employees are entitled to share any confidential information which each comes in contact with in their respective positions.
3. Employees must respect the confidential nature of telephone conversations, mail, e-mail, facsimiles and all forms of written and oral conversations alike.
4. Employees must be mindful of where they conduct discussions of a confidential nature so as to avoid inadvertent disclosure to individuals not privy to such information.
5. If an employee has any doubt or questions about the confidential nature of a particular piece of information, the employee will not disclose any details of such information without first checking with his/her supervisor.

Confidential information includes, but is not limited to, the following information relating to Scio Central School District:

- Student information
 - Personal information on employees or students
 - Medical information e.g., physicals, health insurance, workers compensation
 - Policy making information (prior to Board approval);
 - Personnel information e.g., increase/decrease in staffing, layoffs, terminations, evaluative information, benefit information, garnishments, child support, etc.
 - District collective bargaining information
6. In spite of the above, employees are encouraged to participate in any and all investigations conduct by CSEA. Investigations shall include, but are not limited to, grievances, improper practice charges and/or other legal proceedings. No employee shall be disciplined for their participation in a CSEA conducted investigation, except if said information provided is specifically exempted from disclosure by state or federal statute.

Starting Rate by Title for CSEA Employees

Position	2003-04	2004-05
Food Service Helper	\$6.10/hr	\$6.20/hr
Cook	\$6.60/hr	\$6.70/hr
Cashier	\$6.60/hr	\$6.70/hr
Monitor	\$6.10/hr	\$6.20/hr
Teacher Aide	\$6.10/hr	\$6.20/hr
Cleaner	\$6.10/hr	\$6.20/hr
Cleaner/nights	\$6.45/hr	\$6.55/hr
Custodian	\$6.60/hr	\$6.70/hr
Custodian/nights	\$6.95/hr	\$7.05/hr
Bus Driver	\$10.00/hr	\$10.10/hr
Bus Monitor	\$6.10/hr	\$6.20/hr
School Nurse	\$15.60/hr	\$15.70/hr
Senior Typist	\$9.46/hr	\$9.56/hr
Office Aide	\$6.10/hr	\$6.20/hr
Mechanic/Bus Driver	\$10.00/hr	\$10.10/hr
Groundswoker	\$6.10/hr	\$6.20/hr
Groundswoker/nights	\$6.45/hr	\$6.55/hr

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