

Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Spencer Van Etten Central School District and Spencer Van Etten Employees Unit #6357, CSEA, Local 1000, AFSCME, AFL-CIO, Chemung County Local 808 (2001)**

Employer Name: **Spencer Van Etten Central School District**

Union: **Spencer Van Etten Employees Unit #6357, CSEA, AFSCME, AFL-CIO**

Local: **1000, Chemung County Local 808**

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

Expiration Date: **06/30/04**

PERB ID Number: **6250**

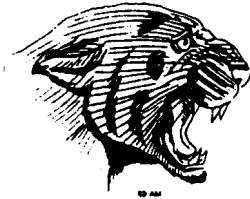
Unit Size: **71**

Number of Pages: **38**

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

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

GEN  
6250



# AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS  
of the  
SPENCER VAN ETTEN CENTRAL  
SCHOOL DISTRICT  
and the

CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO



Spencer Van Etten Employees Unit #6357  
Chemung County Local 808

**July 1, 2001 - June 30, 2004**

**RECEIVED**

MAR 30 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

If you have questions about this contract, representation, or CSEA benefits and services, please using the following guide to contact the appropriate Union officials and/or staff. If you believe that your rights under this contract have been violated, immediately contact your nearest Shop Steward or Union Officer.

My Unit President:

\_\_\_\_\_ Phone: \_\_\_\_\_

My Building Representative:

\_\_\_\_\_ Phone: \_\_\_\_\_

My Labor Relations Specialist:

Ms. Shawn M. Lucas  
CSEA Binghamton Satellite Office, Suite 207  
33 West State Street, Binghamton, NY 13901  
Phone: (607) 772-1750 Fax: 772-8017  
LRSLUCAS@aol.com

The following CSEA staff professionals can be reached at the CSEA Central Region 5 Office:

Political Action Coordinator  
Occupational Health & Safety Specialist  
Communications Associate  
Organizer

CSEA Central Region 5 Office  
6595 Kirkville Road, East Syracuse, NY 13057  
(800) 559-7975  
(315) 433-0050  
James Moore, Regional President  
Ron Smith, Regional Director

*\*\*see inside back cover for more information*

SPENCER-VAN ETTEN CENTRAL SCHOOL  
RECOGNITION CLAUSE

This Agreement, made this 1st Day of July, 2001 by and between the Spencer-Van Etten School District, hereinafter called "District", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter called "CSEA".

Witnesseth that; In consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE 1 - PURPOSE

It is the purpose and intent of this agreement to promote a harmonious and cooperative relationship between the School District and its employees, for the mutual benefit of both, and for the benefit of the public.

ARTICLE 2 - LEGAL BASIS

This Agreement shall be governed by the Public Employees Fair Employment Act, other provisions of the Civil Service Law, Bylaws of the Board of Education, Local Laws of the Government not inconsistent with Civil Service Law, rules of State Departments and the Constitution of the State and Federal Governments.

ARTICLE 3 - RECOGNITION AGENCY FEE

1. The School District recognizes the CSEA as the sole and exclusive bargaining agent and representative for all support staff in the District, except for administrative employees (i.e., School District Clerk, Treasurer, Tax Collector, Attorney, Senior Head Custodian, Business Manager, Supervisor of Transportation, Cafeteria Manager, Secretary to the Superintendent and Clerical Personnel assigned to the Business Office.)
2. This Agreement shall constitute the full and complete Agreement between the parties hereto and shall not be altered, changed, added to, deleted from, modified or amended except by written agreement signed by both parties hereto.

The School District shall print a sufficient number of copies of the signed Agreement and shall make distribution of same to all employees covered under the terms of said Agreement within 60 working days of reaching agreement. Contracts are to be printed in-house, in booklet form.

3. The School District agrees to deduct regular CSEA membership dues and CSEA insurance premiums from the wages of each employee signing authorization permitting said deduction and to remit the same to: CSEA, 143 Washington Ave., Albany, NY 12210. These deductions will be remitted on a payroll period basis. Deductions for part-time or substitute employees will be taken from the first payroll or as early in the year as possible.
4. The Employer agrees to furnish CSEA with a complete listing of the names, work locations and job titles of all employees in the negotiating unit annually in October and incidentally thereafter with new hires.
5. AGENCY FEE: The District shall deduct an Agency Fee from the paychecks of each member of the bargaining unit who is not a member of CSEA. The District will remit the amount of such Agency Fee deduction on a mutually agreeable schedule. Substitutes will not be charged or affected.

## ARTICLE 4 - RECIPROCAL RIGHTS

1. The Employer recognizes the rights of the employees to designate representatives of Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear in public hearings before the legislative body upon the request of the employees.
2. The Employer and CSEA shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of age, sex, nationality, race, or creed.
3. CSEA agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and will use its best endeavors to protect the interests of the Employer, to conserve property, protect the public and give service of the highest quality.
4. CSEA shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the contents of such notices and communications by the Superintendent of Schools.
5. The officers and agents of CSEA shall have the right to visit the Employers facilities for the purpose of adjusting grievances and administering the terms of this contract. No more than one (1) person shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract.

Such person shall be permitted a reasonable amount of free time from his regular duties in order to fulfill his obligations in this regard. It is understood and agreed that, except in the case of extreme emergency, the employees supervisor shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose. Payment shall not exceed that which had been scheduled and shall not involve extra or overtime payment. Time spent for adjusting grievances shall not require the addition of personnel for operations.

The Union President of the Spencer Van Etten Central School District Unit or his/her designee will be released to attend Union activities off the premises of the School District for a maximum of five (5) days per year. The employee shall receive regular compensation for such time and will not be entitled to any overtime pay as a result of this release time.

6. CSEA will communicate to the Employer the name, address and position of any employee designated in Section 5 or his/her successor, and the names of the officers of the bargaining unit.

## ARTICLE 5 - SICK LEAVE

1. Twelve month employees shall receive twelve (12) days a year. Eleven month employees shall receive eleven (11) days per year. Ten month employees shall receive ten (10) days a year. Effective July 1, 2001, sick leave credits shall be unlimited. A Year shall run from July 1 through June 30. Leave will be pro-rated at one day per month. For sick leave involving more than three (3) consecutive days, the School District may require a doctor's excuse.

Sick leave for employees hired after July 1, 1980, will accrue on an earned monthly basis. Accrued sick leave benefits will be pro-rated according to hours worked per day when an employee transfers to another department or the hours of employment are increased.

Employees shall be allowed to use sick leave for personal illness or illness of spouse, child or other person residing in the immediate household. In the event such usage exceeds five (5) days, the Employer may require medical documentation of need.

2. Upon separation from service, except separation due to disciplinary action, an employee shall be paid for all accumulated-unused sick leave, according to the following schedule:

Employees with at least 10 years of service, but less than 25 years of service:

Full-Time employees (12,11 or 10 month) - \$30/day  
All other employees - \$20/day

Employees with at least 25 years or more of service:

Full-Time employees (12,11, or 10 month) - \$50/day  
All other employees - \$50/day

Sick leave pay-out shall occur within thirty (30) school business days. To be eligible for this benefit, a candidate must give notice of his/her intent to the District six (6) months prior to his/her retirement. In the event that NYS legislates/offers an early retirement incentive, the District will waive the six (6) months notice of intent, if said incentive eligibility reduces the employees notice time to less than six (6) months. The Superintendent will have the authority to waive the notice of intent six (6) months limitation in those situations where extenuating circumstances exists with the employee.

3. In the event of an employees death while in the employment of the District, the District shall pay to the employees spouse or estate the lesser of the 100% total value of all unused sick leave at the employees then current rate of pay or \$ 5,000.00 Sick payment shall be made within 30 school business days to the spouse/estate.
4. SICK LEAVE BANK: A sick leave bank shall be established by the voluntary contribution of 1 to 3 days from each participating employees sick leave accumulation. This is a voluntary program and open to all unit members who wish to join.

A joint committee consisting of the Superintendent of Schools and the President of the Association shall receive requests for use of the Bank. The decision to grant or deny the request shall be made by this committee. In the event of a tie by this committee, the request shall be denied.

The use of the sick leave bank can occur only after the exhaustion of an employee's sick leave. The committee shall establish guidelines for use. Sick leave bank time may be utilized for the care of spouse of an employee. A physician's statement will be required and acceptable medical evidence must be provided to establish medical disability on the date of review. Forms may be found in the appendix section of this contract.

Beginning July 1, 1988, the District will contribute to the bank one-half of the number of days then in the bank, up to a maximum of thirty days.

5. LEAVE DONATION PROGRAM - The District agrees to permit unit employees to donate unused leave credits to other district employees to provide compensation during unpaid status due to illness, and/or medical absences for the affected employee or the care of the affected employee's family member.

ARTICLE 6 - HEALTH CARE PLAN

Section 1. Plan Revisions 2001-02

Effective July 1, 2001, the District and CSEA agree to change health plans to the Preferred Provider Network (PPO) to include the following riders:

- A) Office visit Co-Payment of \$10.00 per visit, and
- B) Drug Co-Payment of \$10.00 per name brand drug, \$0 per generic drug. In the event that an employee elects NOT to take generic drugs when one is available, the employee shall pay the difference between the cost of the generic and cost of name brand drug. In the event that there is no generic available, the employee shall pay the name brand co-payment.
- C) Mail Order drugs (brand or generic) will require no co-payment by the employee.
- D) Emergency Room Co-Payment of \$50.00 per non-emergency visit.

EMPLOYEES ARE ENCOURAGED TO REVIEW THE PLAN DOCUMENT FOR ADDITIONAL INFORMATION ABOUT BENEFIT AND ELIGABILITY REQUIRMENTS.

Section 2. The District agrees that the change to the PPO shall in no way reduce or diminish the level or type of services provided, or increase the out-of-pocket contributions by the individual employee, unless as stated herein this Agreement, or as otherwise provided for by the Health Insurance Plan in effect as of the 2000-2001 contract year.

In the event that it is determined there is an unannounced or unanticipated reduction in the benefits or increased out-of-pocket co-payments by CSEA represented employees as the direct result of the conversion of the group to the PPO, the district and CSEA agree to meet and discuss the matter and negotiate a mutually agreeable resolution.

Section 3. Employee Contributions

a) The School District shall furnish and assume the full cost of a health care plan for employees hired prior to July 1, 1989. This plan shall include a family plan and major medical, with a plan equal to or better than the plan in effect during the 1981-82 school year.

b) Employees hired after July 1, 1989 will contribute 10% of the annual premium; but in no event shall the dollar amount of contribution made by any unit employee exceed the Individual or Family schedules herein:

<u>Year</u>	<u>Individual</u>	<u>Family</u>
2001-02	\$387.	\$1,000.
2002-03	\$487.	\$1,100.
2003-04	\$587.	\$1,200.

To be eligible, an employee must work for the School at least 30 hours a week, or earn at least \$8,500 per year in the employ of the School. Employees hired before July 1, 1980, and previously receiving health insurance are save harmless. Employees who do not meet the above eligibility standards may purchase through the District at the employees expense, either individual or family coverage.

Section 4. Prescription Drug Coverage

Beginning July 1, 1983, the District will furnish a co pay prescription plan as part of the health insurance coverage. Effective July 1, 2001, the cost for prescription drugs shall be \$10.00 per name brand drug or \$0 per generic drug; unless the employee elects not to take the generic drug; then the employee shall pay the difference between the cost of generic and cost of name-brand drugs.

Section 5. Retiree Health Insurance

All district personnel who retire after September 1, 1990, with less than 25 years of service or if hired prior to

July 1, 1980 with less than 20 years of service shall contribute 10% of the total annual premium on a quarterly basis. In the event that NYS and S-VE adopt an early retirement incentive option, said co-payment contained in Article 6 would apply to those who participate in the plan.

#### Section 6. Medical Expense Accounts

Each employee not eligible to receive the District Health Insurance Plan will be eligible to receive a reimbursement for out-of-pocket medical expenses in accordance with the schedule herein:

- a) Scheduled to work no less than Four hours per day, including all two-trip bus drivers, shall receive an annual credit of \$1,100.00;or
- b) Scheduled to work between 2.5 and 4.0 hours per day shall receive an annual credit of \$900.00;or
- c) Scheduled to work between 1.0 and 2.5 hours per day shall receive an annual credit of \$700.00.

This account is for the reimbursement of out-of-pocket medical expenses incurred by the employee or dependants, and not covered by any other supplemental insurance (Medicaid or Medicare).

“Services” shall mean: doctors and office/clinic visits, emergency room visits, trauma center services, dental exams and services, eye examinations and glasses/contact lenses, hearing aides, orthopedic apparatus, diagnostic testing and laboratory fees, chiropractic exams and adjustments/augmentations, and prescription medication received with a medical prescription. This list is in now meant to be all-inclusive, but a general description of the definition of services. Other services will not be arbitrarily denied and shall be considered on a case-by-case basis.

In addition, employees may use this credit to purchase alternative health care coverage, or any State or Federally funded health insurance (such as Child Health Plus, or Family Health Plus of NYS).Proof of payment consisting of bills for paid services or plan purchases must be submitted to the District Clerk in writing by the employee prior to reimbursement. Payment shall be paid under the terms agreed upon between CSEA and the District.

These accounts are not intended to be considered as wages earned, are allowed only to actively employed District employees (excluding retirees), are non-transferable to the estate of a deceased employee, and any/all unused credit in each contract year shall not be continued into successive contract years (no "rolling over" of credits).

Further details of the health care plan are listed in Appendix A, and are made part of this Agreement.

#### Section 7. Dental Insurance

Effective July 1, 2001, the District agrees to provide Schedule B, Blue Cross/Blue Shield Dental Plan at no cost to the employee, through June 30, 2004.

The District shall pay the full cost of health insurance premiums for any employee who is necessarily absent from work due to occupational injury or disease as defined in Workers Compensation Law, provided that said employee was covered by health insurance at the time of injury. The District shall be obligated to pay such costs for no more than one (1) year from the time of injury.

#### Section 8. Flexible Spending

##### Accounts

Effective July 1, 2001, the district agrees to allocate the necessary funding to establish for each eligible employee a Flexible spending Account annually. Accounts will be either Family Account @ \$400.00 per family per year, or Individual Account @ \$200.00 per person per year. To be eligible the employee must be eligible to receive the District Health Plan.



### Section 9. Health Insurance Buy-Out Option

Effective July 1, 2001, the District agreed to provide eligible unit employee's the option to withdraw from the PPO Plan participation and receive an annual payment for non-participation, so long as the employee maintains alternate health insurance coverage.

To be eligible, the employee must otherwise be eligible to receive the PPO plan per Section 3. Of this Article, and must show documentation of coverage.

Employees opting out of the health plan shall receive a payment of \$1,000.00 for 2001-02, \$1,000.00 for 2002-03, and \$1,200.00 for 2003-04. Payment shall be paid under the terms agreed upon between CSEA and the District.

Spouses of employees who have health insurance coverage elsewhere in the Consortium shall not be eligible for this option, but instead will be permitted to receive the equivalent of a Individual Flexible Spending Account of \$200.00 per year.

## ARTICLE 7 - RETIREMENT PLAN

The School District shall adopt the 1/50th Retirement (non-contributory) Career plan. This shall be retroactive to 1938 in accordance with state law. All employees involved shall be granted the option of contributing to his annuity fund in accordance with the provisions of the New York State Retirement and Social Security Law. The School District will provide the Guaranteed Ordinary Death Benefit (Section 60-b) of the New York State Retirement System. All support staff employees are eligible who are full-time or part time employees. Membership is compulsory for 12 month employees and optional for all others.

## ARTICLE 8 - PAID HOLIDAYS

1. Each 11 or 12 month employee shall be granted the 14 paid holidays listed below. In the event an employee is required to work, he shall be paid at the rate equal to one and one-half (1 1/2) times his/her rate. Holiday time shall be interpreted as any and all hours between 7:00 am on the actual day of the holiday and 7:00 am the following day.
  1. July 4th
  2. Labor Day
  3. Columbus Day
  4. Veterans Day
  5. Thanksgiving
  6. Friday After Thanksgiving
  7. Day Before Christmas - December 24
  8. Christmas Day - December 25
  9. New Years Day - January 1
  10. Martin Luther King Day - Third Monday of January
  11. Presidents Day
  12. Good Friday
  13. Memorial Day
  14. Floating Holiday

2. Ten Month employees shall receive the following holidays:
  1. Columbus Day
  2. Veterans Day
  3. Thanksgiving Day
  4. Christmas Day - December 25
  5. New Years Day - January 1
  6. Martin Luther King Day - Third Monday of January
  7. Presidents Day
  8. Good Friday
  9. Memorial Day
  10. Floating Holiday
  
3. If a holiday should fall on an employees scheduled day off, he will receive pay for that holiday or he will receive another day off which is mutually agreed upon by both parties. The employee shall determine whether he or she shall receive pay of the day off as per above. The holiday shall be paid for at the straight time hourly rate.

ARTICLE 9 - VACATIONS

Vacation for 12 month employees shall be based on years of service as follows:

Upon completion of one year	=	5 days
Two to six years	=	10 days
Seven to twelve years	=	15 days
Thirteen and up	=	20 days

Save harmless for those employees who have 21 vacation days.

Effective 7/1/99, each employee shall be permitted to accumulate forty (40) Vacation days for use in any given year, yet shall only be allowed to carry over into the next year ten (10) vacation days to be used during the next year. Exceptions shall be considered as needed by the Superintendent.

Vacation time for employees appointed during the year will be pro-rated. Any employee appointed after 7/1/98 shall have their vacation time pro-rated when transferring to a twelve month position. Persons going from 10 or 11 month jobs to 12 month jobs will have credit for vacations pro-rated as follows:

Seven (7) hours +	=	80%/90% credit
More than four (4) hours, but less than Seven (7) hours	=	50%/60% credit
Less than four (4) hours	=	30%/40% credit
10 months, full time	=	80% credit for each year
11 months, full time	=	90% credit for each year
Bus Drivers, 2 trips, 3 ½ hours/day	=	30% credit for each year

Other departments will be pro-rated accordingly.

Employees' will receive their first vacation after a full year of service. It shall be a pro-rated portion of earned vacation time. If the job change occurs during the course of the year, a pro-rated portion of vacation time will be allowed. Ten (10) month employees will have the same holidays and vacation as the school calendar. Payment for holidays will be per Article 8. Eleven (11) month employees will have unpaid leave

from the Monday nearest July 16<sup>th</sup> to the Friday nearest August 15<sup>th</sup>, except as otherwise approved by the Superintendent, and will have the same Holidays as the school calendar during the year. Vacations shall be scheduled so as to not disrupt school hours but may be granted at other times of the year with the Department Heads, or in the Clerical Dept., their respective supervisors approval.

#### ARTICLE 10 - SENIORITY

1. Unless otherwise stated, Seniority as defined in this agreement shall be the length of continuous service in a title contained within the CSEA Bargaining Unit. Service credit shall not accumulate in those situations where an individual functioned in a substitute, temporary (seasonal), provisional or training capacity.
2. Except as modified by other agreement appointments and promotions to Labor class and Non-Competitive class vacancies shall be made on the basis of seniority as the determining factor when all other factors are deemed equal. All applicants must meet the stated minimum requirements at time of application. First preference of selection shall be given to Unit employees before the District seeks outside applicants.

In the event that a least Senior applicant is selected over another more Senior applicant, the District shall be responsible, upon request, to validate all identifiable differences between the employees with respect to the employees ability to perform the required duties and responsibilities.

3. Appointments and promotions to Competitive class vacancies shall be completed pursuant to Civil Service requirements.
4. PROBATIONARY PERIOD: Each employee shall serve the required probation period pursuant to Civil Service requirements. During the probation period, the District will regularly meet with and evaluate the employee work performance. In the event that the District determines employees probationary work performance to be unsatisfactory, the employee shall be returned to his/her previous position and pay scale. During the probationary period, any employee may elect to return to his/her previous position and pay scale. All permanent employees shall have hold rights to their previous positions until completion of the new probation period.
5. POSTINGS: As vacant or new jobs within the District are created, the District shall provide the CSEA Unit President with an advance copy of the posting to inspect for completeness of criteria.

Such notices shall include:

- Title of Job
- Shift Involved
- Minimum Qualifications
- Job Description (available in District/Business Office)
- Salary (as per CSEA contract)
- Deadline by which completed application must be submitted to District Office. Applications shall be on District provided forms.

The District shall make postings on bulletin Boards provided for such notices, ten (10) working days before the District fills any vacant unit position.

6. LAYOFF AND RECALL: Any reduction of Unit employee shall be done in accordance with contract language, or Civil Service Rules and procedures based on the employees title and classification.

Seniority for the purposes of layoff and recall shall be calculated from the first date of service in a permanent title within the bargaining unit. Voluntary breaks of employment in excess of ninety (90) calendar days shall cause an employee to forfeit all service credit prior to the break period. Continuous service is inclusive of all authorized paid leave.

In the event of a reduction of Unit employees, the District shall retain all management rights to identify the title and number of employees affected. Prior to the enactment date, each employee affected shall have his/her Seniority date verified, and shall discuss all bumping and retreat options with the District and CSEA.

All temporary and provisional employees within the title identified for reduction shall be abolished prior to the reduction of any permanent Unit employee. Permanent employees with the least seniority within the title shall be laid off first. Competitive, non-competitive and Labor classified employees identified for layoff shall be permitted to retreat to a previously held position even if such retreat crosses classifications. In order to retreat, or bump, the targeted employee must have greater seniority than the current incumbent in that position.

In the event of recall, laid-off employees shall be rehired in inverse order of layoff in that title. Recalled employees must report within three (3) working days of receipt of a registered letter. The District will expedite recall by telephone when possible, followed up by written notice.

#### ARTICLE 11 - PERSONAL AND BEREAVEMENT LEAVE

1. **PERSONAL LEAVE:** Employees are eligible for three (3) days of personal leave per year. Permission from the department heads and the Superintendent will be required as far in advance as possible. Reasons need not be given by the employees as a condition of approval, if 48 hours notice is given to the District by the employee. Personal leave is for personal business that cannot be done on off-duty hours or Saturday or Sundays. Personal leave will not be used for recreation or to extend vacations. Any personal leave days not taken will be added to accumulated sick leave on July first of each year.
2. **BEREAVEMENT LEAVE:** In the event of death in the immediate family, defined as parent, parent-in-law, spouse and children, each employee shall be granted five (5) days off with pay. In the event of death for a close family member, defined as sibling, sibling-in-law, grandparents, grandchildren and any person residing with the employee, each employee shall be granted three (3) days bereavement leave with pay. One (1) day shall be allowed as bereavement leave for any relative not listed above. Exceptions to the above may be granted at the discretion of the Superintendent of Schools, but will be charged to accumulated sick leave. These exceptions will not set practice or precedent.

#### ARTICLE 12 - EMERGENCY CALLS & TIME LOST BECAUSE OF WEATHER

Any employee receiving an emergency call between 12:00 midnight and 6:00 am shall be guaranteed a minimum of two (2) hours of overtime at time and one-half.

An employee who shows for work on a regularly scheduled shift and is sent home to return on a later shift shall be given two (2) hours for show-up time at his regular rate. Only bus drivers and bus driver-laborers will be excused from working on days school is closed because of weather or other emergencies. Other personnel, at the discretion of the supervisor, will report to work as soon after the regular starting hour as possible. The cafeteria manager may call in cafeteria personnel on such days to do necessary work, not to exceed regular hours.

Custodial, clerical and mechanical personnel losing time because of weather and without prior permission will

lose one hours pay for each hour not worked or one days pay for each day not worked unless the time is made up. In the event roads are closed by NYS Police, County Sheriff Dept., or local Police, the employee is not required to come to work, providing the roads remain closed for more than of hours scheduled to work. Employees will be paid regular wages as if worked all hours scheduled.

### ARTICLE 13 - JOB SPECIFICATIONS

1. The School District shall cause a specifications system to be drawn up and all employees to be given a copy of his or her specifications upon appointment and/or when a job description changes. Civil Service job descriptions shall be provided to all employees upon their initial hiring with the district or in the event such Civil Service Job Descriptions may be changed by Civil Service.
2. Each employee will be evaluated on an annual basis pursuant to the established Performance Evaluation system.
3. **Work Location Assignments** – The District agrees to mail each employee prior to the start of the school year a written notice announcing their assigned work location and hours of work (starting & ending times) for that year.
4. **Salary Notices** - The district agrees to provide each unit employee with an accurate summary of their annual leave credits, including sick leave, vacation, personal days; along with their individual hourly rate of pay for that school year. Notices will be mailed by October 1<sup>st</sup> of each school year to the employee address of record with the district.

### ARTICLE 14 - CAFETERIA PERSONNEL OVERTIME

All hours worked by cafeteria staff over 40 hours or weekends, holidays or vacations will be paid at time and one-half the employee's rate. Cafeteria employees shall be eligible for overtime payments at straight rate for all hours worked outside their regular shift.

Forty-eight (48) hours notice of special assignments such as PTO and conferences will be given whenever possible. Normal pay will be given to cafeteria workers required by the School Lunch Manager to attend certain conferences held either before or after normal working hours. The number of hours paid will be determined by the length of the actual training time. The School Lunch Manager will indicate what this length will be before commitments to attend are made. Transportation to approved conferences will be provided by the district. If a district car is not available, individuals will be reimbursed according to Board Policy on a per mile basis with the approval of the School Lunch Manager.

Cafeteria workers will not work on teacher conference days (full conference days) unless there is work for them to do in the kitchen or unless it is a conference day for the cafeteria workers themselves.

### ARTICLE 15 - UNIFORMS

Two (2) sets of uniforms will be furnished at the beginning of each school year to cafeteria workers, bus drivers-laborers, food and mail couriers (10 month).

Twelve month employees, mechanics helper-bus driver, cleaners, and custodians, will be provided with four (4) uniforms in October of each school year. In lieu of uniforms and with the approval of their supervisor, each employees may use up to \$70.00 of the uniform allotment for the purchase of footwear in that given year.

Two additional uniforms may be provided to cafeteria workers and food couriers employed six (6) hours or more per day.

Effective July 1, 1996, each cafeteria worker employed six (6) hours or less per day shall become eligible to receive a shoe allowance of twenty (20) dollars. The shoe allowance will be available on the employee's first anniversary date of employment. This allowance shall only be paid on the first anniversary date, and shall not be available for successive years of employment.

The Business Office or designee will obtain group prices. Cafeteria personnel will be reimbursed at the rate of \$22.50 for pants and/or shoes. The District agrees to provide at no cost to each Food Service employee uniform shirts. Unit representatives from the Food Service Department will have the opportunity to meet and confer on the selection of the uniform shirts with the Food Service manager. Uniforms for food service employees may be combined in any combination up to the amount specified in the Agreement.

In the event that the above employees have appropriate uniforms, as determined by the supervisor, uniform money may be used, with the approval of the supervisor, toward the purchase of footwear.

Unit employees in the titles of Teachers Aide and School Monitor, who regularly are assigned and perform outside supervision on students, shall receive a clothing allowance of \$50.00 each year for the purpose of purchasing outerwear items to be used during school hours only.

Effective July 1, 2001 Custodian and Maintenance employees will be permitted to use a portion of their uniform/clothing allowance towards the purchase of footwear for work purposes, in lieu of uniforms, with the approval of their immediate supervisor.

#### ARTICLE 16 - PHYSICAL EXAMINATIONS

Physicals for School personnel will be administered by the School physician without charge to the employee:

- A. Once each school year for any employee who is not eligible to participate in the District Health Insurance Plan, or
- B. Tri-annually for any employees who participate in the District Health Insurance Plan, or
- C. Pursuant to Transportation Department requirements on an annual and as-needed basis in accordance with all Federal Fitness standards.

Personnel other than Transportation, who wish to have physical examinations performed by their own physician will pay for the examination.

#### ARTICLE 17 - LEAVE OF ABSENCE

Leaves of absence and resignations shall be in compliance with Civil Service law.

#### ARTICLE 18 - NEW EMPLOYEES

The Superintendent and/or Business Office representative will give each new employee a copy of the negotiated CSEA/District Agreement and will make new employees aware of the availability and terms of the Health Insurance Plan and the Retirement Plan.

#### ARTICLE 19 - SUBSTITUTES

At the discretion of the supervisor, and if needed, substitutes will be called in for all positions. When possible

substitutes will be called from staff who are working less than 40 hours per week. Rate of pay for substitute work shall be at the rate of base pay in the position being filled.

If an employee refuses calls from the list three (3) consecutive times without good reason, and if each employer call-in has provided at least two hours advance notice, the employee shall be dropped from the list for the remainder of the school year.

Chaperones - Twice annually (prior to fall sports and prior to winter sports) the Athletic Director will make available to CSEA employees a sign up sheet to determine interest in acting as a chaperone. the District will annually update the following list of payment for chaperone duties. The following list will be in effect from July 1, 2001 to June 30, 2004.

1. Chaperoning: Bus, Dance - \$30.00/event  
Athletic Events - \$30.00/event
2. Timers, Scorekeepers, Ticket Takers - \$30.00/event
3. Chaperones on spectator buses to a point in excess of 25 miles from S-VE High School shall receive \$45.00/trip.

#### ARTICLE 20 - MILEAGE

Reimbursement for driving personal car on District business with prior approval of Supervisor will be at the current rate established by Board of Education policy.

#### ARTICLE 21 - LONGEVITY

Upon successful completion of 5,10,15,20, 25 and 30 years of service, Longevity payments at the rate of Twenty-Five Cents (\$.25) per hour shall be added to the employees base salary. This dollar amount will be paid for longevity payments earned after 7/1/89, and is not intended to increase longevity payments earned prior to 7/1/89.

#### ARTICLE 22 - LABOR/MANAGEMENT COMMITTEE

There shall be established a Labor Management Committee consisting of no less than two (2) CSEA members and two (2) School Representatives whose purpose shall be to discuss and attempt to resolve issues of mutual concern in the administration of this agreement. Committee meetings may be called by mutual agreement at any time. This committee shall meet no less than twice annually.

#### ARTICLE 23 - PREVIOUS COMMITMENTS

No previously understood recognized benefits that affect a substantial part of the bargaining unit shall be lost, unless amended by this Agreement. This document constitutes and represents the final and entire agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and annexed hereto designated as an amendment to this agreement, shall supersede or vary the provisions herein.

#### ARTICLE 24 - JURY DUTY

Employees of the District who are called to serve as jurors on a legally constituted jury will, for the term of their jury responsibility, receive time off with full pay. Those employees serving as above will return to the School District Treasurer whatever reimbursement is received for having served on the jury, less mileage expenses.

## ARTICLE 25- EMPLOYEE PROBATIONARY PERIOD

All employees shall be on probation for a period of six (6) months from the date of hire. Upon satisfactory completion of the probationary period, all employees in the non-competitive class shall be accorded the same rights the competitive classes receive under the provisions of Section 75 of the Civil Service Law or Arbitration under the Grievance Procedure, but not both, as it relates to disciplinary or discharge matters.

## ARTICLE 26 - PERSONNEL FILE

The official personnel file for each employee shall be kept in the District Office. Each employee shall, upon request, be given an opportunity to review his/her personnel file within a reasonable period of time after the request except those documents that are exempted by law and any pre-hire information. Each employee shall be supplied with a copy of all materials relating to job performance (i.e. memorandums, evaluations, etc.) and be afforded a chance to file a written reply.

## ARTICLE 27 - TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement shall be limited to Twelve Hundred Dollars (\$1,200.) each school year (July 1 - June 30). Any balance remaining may not be advanced to another school year.

Prior to attending any course, approval of the Superintendent of Schools will be necessary. Eligible academic locations will be 2 yr., 4 yr. Universities, BOCES, public or private training institutions. Undergraduate courses only will be approved. No graduate level courses will be reimbursed.

Reimbursement is for tuition only. No other fees, books, mileage, etc., will be reimbursed. Employee receives 100% reimbursement for a C letter grade or a PASS designation. No reimbursement for below 69% D/D+ grades, in-completes or withdrawals.

Courses eligible for reimbursement need to be career related either in the employees present job title or in another job title in the district.

### Section 2. Process for Approval and Reimbursement

Employee must submit an application to District Superintendent of School thirty (30) days prior to commencement of course. After approval is received the employee shall furnish the District with a copy of completed registration form and receipt/proof of payment in full for the course.

In any case where the employee will be receiving financial aid the employee must inform the District of this financial aid prior to receiving any reimbursement. Financial aid monies shall be deducted from the amount of reimbursement payable to the employee.

When the employee received official grade notice from college/institution, he/she is to submit a copy to district to be forwarded to the Board of Education for reimbursement. Employees will receive reimbursement after approval by the Board of Education for payment.



## ARTICLE 28 - OVERTIME PROCEDURE

Section 1. Effective July 1, 1994, overtime procedures will be established for Food Service and Custodian Departments. In the Food Service Dept., all employees in the titles of Food Service Helper, Sr. Food Service Helper, and Baker will be placed by their seniority date of hire onto one rotational roster with the most senior employee at the top. In the Custodian Dept., all employees in the titles of Cleaner and Custodian will be placed by their seniority date of hire onto the rotational roster with the most senior employee at the top.

In the event that overtime becomes available, the District shall offer the work to the most senior person on the roster first. If the work is refused, or if the person is unavailable, the work will be offered to the next most senior employee until accepted. In the next instance of overtime, the next least senior employee on the list below the last employee who performed overtime will be offered the overtime first.

Employees interested in working overtime in other District locations must first complete a voluntary unpaid training orientation and/or be certified by the Department Head that they are capable of performing the duties at the location where the overtime work is available. Employees may, in writing to the District, request that their name not be placed onto the overtime rosters. In the event that employees reconsider, they must submit a written notice requesting to be placed on the overtime roster.

## ARTICLE 29 - COMPENSATORY TIME

At the designation and option of the employee, any employee may elect to receive compensatory time accumulation in lieu of cash payment for overtime work performed. Compensatory time will be calculated at the rate of straight time for all hours worked under 40 hours, and at the rate of one and one-half times the hours worked over forty (40) hours.

Compensatory time shall either be used within the same pay period (work week) or, by the employees choice, accumulate up to the maximum of forty (40) hours. To use compensatory time, employees must give 24 hours notice to use one workday of compensatory time. To use two or more work days of compensatory time, employees must give one school business week written notice to the Department Head, subject to approval by the Superintendent or Department Head.

## ARTICLE 30 - REST PERIODS

Paid rest periods will be provided pursuant to State and Federal Labor laws and regulations. Rest periods will apply to those employees who work over four (4) hours in a scheduled workday.

## ARTICLE 31 - VOCATIONAL/EDUCATION INCENTIVE STIPEND

In the event that a unit employee successfully completes education and/or vocational courses related to his/her job duties, the District will add \$25.00 to the employees base salary for each course or for non-credit courses for every fifteen (15) clock hours completed by the employee. For every three (3) credit hour course (college) the district will add \$100.00 to the employees base salary. Stipend payments will be credited to the employees base salary July 1st of each year of this agreement .

The following requirements apply:

1. Employees must select in advance either VOC/ED stipend or tuition reimbursement as the benefit to be utilized.
2. Courses must be approved in advance by the office of the Superintendent.
3. Courses must directly relate to the employees current job responsibilities.

4. The employee must illustrate how this course will benefit the District.
5. Employees will not be allowed to take courses during their regular scheduled day.
6. The employee is responsible for all tuition payments, fees, books, and charges. There will be no reimbursement for fees or tuition under this benefit.
7. The District Superintendent shall be the final deciding office to grant the benefits of this article to unit employees.

#### ARTICLE 32 - TRAINING & WORKSHOP PAYMENTS

Employees who attend training and/or work shops that include instructional personnel , at the direction of a Building Principal or other District Administrator, shall be paid \$17.50 per hour for all time spent at training.

#### ARTICLE 33- GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the non-instructional employees, administrators and members of the Board of Education which will enhance the educational program of the Spencer-Van Etten Central School District, it is hereby declared to be the purpose of these procedures to provide a means of orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of non-instructional employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

##### General Considerations:

1. All grievance discussions, meetings, hearings shall be conducted by mutual agreement of both parties.
2. The time limits at any step(s) may be extended by mutual written agreement or by prohibiting unforeseen circumstances.
3. All matters of discipline or discharge shall be submitted directly to Step 2 within five (5) working days after such discipline or discharge.
4. Cost of administering Step 4 as it relates to the third party shall be equally shared between CSEA, Inc. and the Spencer Van Etten Central School District.
5. Awards may not be retroactive beyond five (5) working days prior to the date the grievance was originally filed.

##### Definitions:

1. "Employee" shall mean any person in the Unit covered by this Agreement.
2. "Employer" shall mean the individual designated by the Spencer-Van Etten School District to review and resolve grievances.
  - a) Chief School Office shall mean the Superintendent of Schools.
  - b) Supervisor shall mean the Building Principal, other Principals, Head Custodian, Transportation Supervisor and School Lunch Manager.
3. "Unit" shall mean the Spencer-Van Etten CSEA Unit.
4. A "grievance" is an alleged claimed violation by an aggrieved employee or Unit President, concerning

an alleged misinterpretation or misapplication of an express provision of this Agreement, or concerning the safety of the School Employees pertaining to working conditions.

5. "Days" shall mean all days other than Saturdays, Sundays and holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

#### Rights of the Grievant:

The grievant or his authorized representative shall have access to all written statements, records and materials relating to the grievance, with the exception of special briefs, etc., prepared by the employer.

#### Rights of the Unit:

1. The Unit shall have a copy of any claim, including supporting materials, and/or any decision rendered pursuant to this procedure.
2. The Unit shall have the right to submit briefs to the grievant to support or refute allegation of any party in a grievance.

#### Mutual Rights:

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn on the merits. If the employer or his representative fails to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects, final and binding upon the parties. Grievances which are not filed within ten (10) working days of the occurrence of the event shall be deemed abandoned.

#### Procedures:

##### Step 1 - Presentation of Grievance

An employee who claims to have a grievance shall present a written grievance and discuss the grievance with his supervisor within ten (10) workdays of the occurrence. The supervisor shall give his written answer to the aggrieved employee within five (5) working days after the presentation of the grievance.

##### Step 2

If the aggrieved party is not satisfied with the supervisors written answer, the grievance shall be forwarded to the Chief School Officer. Upon receipt of the grievance, the Chief School Office shall meet with the aggrieved party and/or his representative within five (5) working days to discuss and attempt to resolve the dispute. The Chief School Officer shall issue a written answer to the grievance within ten (10) workdays from the date of the meeting.

##### Step 3

The aggrieved may, within five (5) workdays of the determination by the Chief School Officer, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief School Officer. The Board of Education shall render a decision within ten (10) workdays after said hearing.

##### Step 4

If the Union is not satisfied with the answer issued by the Board, the Union shall so inform the Chief School Officer in writing within five (5) working days of receipt of the written answer. The Chief School Officer

will then notify the Board of Education that a dispute exists. The Board of Education or the Union may request from PERB, under PERB rules, a list of seven (7) arbitrators. The cost of Arbitration shall be borne equally by the parties. The Arbitrators decision shall be binding and final on all parties with respect to terms of the Contract.

ARTICLE 34 – EMPLOYEE COUNCILING  
AND DISCIPLINE PROCEEDURE

**Goals:** The goal of this procedure is to encourage and develop excellent employees by establishing guidelines of successful and effective employee performance and behavior, thereby creating a climate that nourishes good work. Unsatisfactory performance and inappropriate behavior will be addressed immediately and resolved through the guidelines contained within this policy.

The Intent of this procedure is to establish a guideline of counseling and discipline consequences to be instituted by District supervisory personnel in the event that there is a need to address inappropriate and unacceptable employee performance and behavior.

The district reserves the right, after review and discussion with the employee ( and union representative when applicable for disciplinary representation purposes), to apply one of the following consequences based upon the nature of the employee's conduct:

- \*1. Meeting with Supervisor - Verbal problem solving ( state the nature of the problem, why it is a problem, and how to correct the problem).
  - \*2. Meeting with Supervisor - Written problem solving (state the nature of the problem, why it is a problem, and how to correct the problem).
  3. Formal written disciplinary reprimand which shall include specific instructions for future work performance.
  4. Up to Three (3) days' suspension without pay.
  5. Five (5) days suspension without pay.
  6. Possible termination from District employment.
- \* Attempts to counsel employee prior to imposition of disciplinary consequences.  
An employee has a right to union representation during any of these six steps. An employee at his discretion may have union representation during Steps 1 and 2.  
Union representation will be present for Steps 3 through 6.

Supervisors will be given a secure location within their work areas to house records.

An employee may make a request of the Superintendent of Schools, after one year from the date in which counseling took place, that a counseling memorandum be removed from his/her personnel file. It is within the discretion of the Superintendent of Schools to comply with such request. The Superintendent of Schools will not arbitrarily deny such request. Where the subject of the counseling memorandum is that which pertains to safety and health violations, inappropriate use of District equipment, inappropriate interaction with a student and/or District employee, or on-duty fighting, the employee will be prohibited from making such a request for removal.

ARTICLE 35 - SALARY SCHEDULES

The appendices of this Agreement shall be annexed and become part of this Agreement. These appendices set forth the negotiated pay raises for the life of this Agreement, and further set the starting pay rates for all positions in the Bargaining Unit. See appendices B,C,D,E, F, and G. Salary notices will be issued within thirty (30) working days after ratification of the negotiated Agreement by both parties.

ARTICLE 36 - LEGISLATIVE ACTION

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 FUND THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

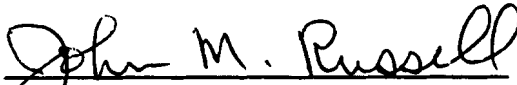
ARTICLE 37 - DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2001, and will remain in full force and effect until June 30, 2004; provided, however, that the terms and condition of employment hereunder shall remain in full force and effect after the expiration date established and until a new or different agreement has been entered into between the School and the recognized organization representing the employees of the non-instructional negotiating unit.

This Agreement may be changed for subsequent contract years in the following manner and under the following conditions: This Agreement shall remain open-ended to allow for any change in Law or to mutually agreed upon changes required, due to unworkable items found at a later date.

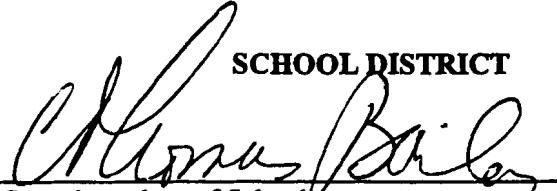
IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their proper officials.

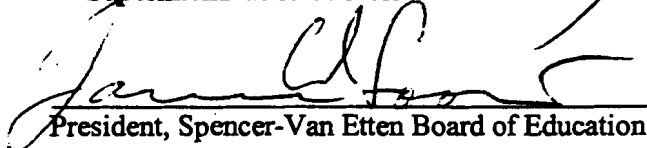
**ASSOCIATION**

  
\_\_\_\_\_  
President, Spencer-Van Etten Unit

  
\_\_\_\_\_  
Labor Relations Specialist, CSEA

**SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Spencer-Van Etten Board of Education

## APPENDIX A - HEALTH CARE PLAN

- A. The District will provide health coverage through a self-funded health care plan (hereinafter called the Plan). Employees may enroll under either the family coverage plan or the individual coverage plan. The Plan shall be the Schuyler-Chemung-Tioga BOCES Preferred Provider (PPO) Health Care Plan.
- B. The Plan will provide benefits at least equivalent to the 2000-2001 health insurance plans provided by the District.
- C. There shall be no loss of benefits, coverage or enrollment eligibility to any employee as the result of the change from the current health insurance coverage to the PPO Plan.
- D. The Plan Document and the Administrative Manual are hereby incorporated by reference.
- E. Any complaints under the Plan with respect to its interpretation or application must be processed through the Claim Appeal Procedure set forth in the Plan Document. If a complaint is not settled to any employee's satisfaction, then within thirty (30) days of a written answer from the Plan Administrator, the Association may submit the issue directly to binding arbitration. The Association and the District agree that the submission of a dispute to arbitration shall be pursuant to the Grievance Procedure in the Agreement.
- F. All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data with respect to an employee's claim or claims shall be released to a third party without the express, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.
- G. An employee who leaves the employment of the District or an employee whose services are terminated shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the employee. If a former employee of the District is unable to obtain coverage, then a former employee may continue to participate in the Plan at his or her own expense, in which case the District may require proof of rejection of insurance. If a former employee is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase it, the Plan, shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a preexisting condition until the conversion plan coverage for said condition shall apply. All conversion rights which are extended to former employees will also be extended to dependents.
- H. Employees who submit claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided, in a timely manner, so that an employee shall suffer no financial loss as a result of the slow payment of a claim. An employee shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the Plan Supervisor.
- I. For a new employee, coverage under the Plan shall be automatic and will become effective on the first day of the month, following the month, in which he or she applies unless the employee declines coverage in writing. A waiver of health care coverage shall be filed in the employee's personnel folder.

## APPENDIX B

### Section 1. Wage Increases

A.) All bargaining unit positions covered by this Agreement shall receive the following increases to their rate of pay.

2001-2002	Five Percent (+5%)
2002-2003	\$.70/hr
2003-2004	\$.75/hr

B.) Effective July 1, 2001, each bus driver shall receive a lump sum payment of \$100.00, to be added to their base salary of 2000-01 before the 2001-02 annual wage increase is calculated. Example: 2000-01 Rate = \$6050.00 + \$100.00 = \$6150.00 + 5% = 2001-02 annual rate. This is a one time payment in the 2001-02 school year and shall not occur in future years.

### Section 2. Shift Differential

Second shift differential shall be \$ .40, and Third shift differential shall be \$ .45. This differential shall be in effect for the three (3) years that this contract is in effect. The shift differential will be lost when moving to a permanent day job.

### Section 3. Promotion

Any member of the Bargaining Unit who is promoted during the life of this Agreement will receive a minimum ten percent (10%) pay increase over their salary in the position from which they were promoted.

### Section 4. Transfers

Transfers with the bargaining unit shall be defined as any movement by a permanent employee from one titled position to a different titled position, which is non-promotional. When employee transfers, the employee's rate of compensation will be calculated in the following manner:

Number of years seniority (Straight or prorated), multiplied by twenty cents (\$.20) equals the additional dollar/cents per hour to be added to the base salary of the new position.

### Section 5. Title Rosters

CSEA and the District agree to establish a title roster to illustrate career series promotions and transfers through the Civil Service Classification.

APPENDIX C

BASIC CLERICAL SALARY SCHEDULE – 2001-2004

Effective July 1, 2001

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Clerk-Typist	7.85	8.45	9.15
Stenographer	8.65	9.25	9.95
School Secretary	8.65	9.25	9.95
Program Assistant	9.00	9.60	10.30

Section:

- 1.) 40 hour work week except as follows: 37.5 hour work week during Christmas Vacation, Spring (Easter) Vacation, July and August.
- 2.) Twelve month employees will work during the Christmas and Easter vacations as stated in the negotiated contract, except that, at the discretion of the administrator, not more than three days may be taken during the Christmas vacation and not more than two (2) days during the Easter vacation, in addition to Article 8.
- 3.) Each Clerical position may, with the approval of the Superintendent of Schools, attend one conference per year. The District will pay wages for a regular day. The District policy on approved transportation will apply. A stipend for one meal (lunch) will be reimbursed.
- 4.) 11 month employees will work 225 days \*\* (Total hours = 1786 hrs.) From the Monday nearest August 16<sup>th</sup> to the Friday nearest July 15<sup>th</sup> except as otherwise approved by the Superintendent. 197 days will be at 8 hours (1576 hrs.) And 28 days will be at 7.5 hours (210 hrs.).

\*\* Note: This schedule allows for 13 scheduled Holidays with 1 Floating Holidays in the work year, and no work for 11 month employees during Christmas Vacation & Spring Break. The number of workdays may fluctuate between 225 and 227 depending on the school schedule as determined by the District.

Effective 1998-1999 the Hourly rates will be adjusted as follows:

Current 1997-1998 annual salary/1644 (current actual work hours)

Example: \$15,000 annual salary, Current Hourly Rate: \$8.47 = Adjusted rate: \$9.12.



APPENDIX D

BASIC CUSTODIAL SALARY SCHEDULE – 2001-2004

Effective July 1, 2001

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Cleaner	\$ 7.30	7.90	8.60
Custodian	\$ 8.35	8.95	9.65
Head Maintenance	\$ 8.90	9.50	10.20
Maintenance Mechanic	\$ 8.35	8.95	9.65
Mail Courier	\$ 7.55	8.15	8.85

Section:

1.) The basic workweek is 40 hours for cleaners and custodians.

2.) Extra Duties: Work at regular custodial and cleaner duties will be compensated at the rate of time and one-half for all hours over 40 Hours per week. Time and one-half regular rate to be paid while performing custodian or cleaner duties before and after extra-curricular activities or split hours.

Custodial work at school related activities will be compensated at \$8.50 per hour for downtime. When a cleaner performs custodian duties assigned by Head Custodian or the Superintendent, the cleaner shall be compensated at the custodian rate.

For Emergency call-ins on Sundays, cleaners and custodians will be paid the following: Double the regular rates for working time, \$8.50 per hour for down time. This does not apply to checking the buildings. The District will also split the hours up between two people for a long day.

3.) Shift Payment: Custodians and cleaners will receive \$ .40 per hour differential for regular duty after 3:00 PM during the regular school year. Evening custodial and cleaner personnel who work split shifts will receive \$ .40 per hour differential for all eight hours worked during regular school year, \$ .40 for 2nd shift, \$ .45 for 3rd shift. The shift differential will be lost when moving to a permanent day job.

4.) Cleaner and Custodian/Bus Drivers: Cleaner and custodian/bus drivers are employed to work eight (8) hours per day, 12 months per year. When not required for bus driving, they will work eight (8) hours as custodians or cleaner.

5.) Custodian - Duties and Extra Pay:

The custodian in charge of a building will be responsible for inspecting the entire building and grounds each day and will correct or report defects to the Head Custodian, Building Principal or Superintendent of Schools. The Custodian in charge of a building will receive an additional \$ 1,000.00 stipend for in charge duties.

6.) Checking of Buildings: The district will pay time and one-half for checking buildings on Saturdays and Sundays and Holidays (if assigned this duty) ½ hour base credit each day for an elementary building, if garages are not checked; 45 minutes base credit each day if garage is included; one (1) hour base credit each day for high school buildings.

7.) Out of Title Work: In the event that the District directs employees to perform out-of-title work, the employee who performs these duties and assumes the responsibilities shall be compensated with out-of-title pay starting with the first day he/she performs such out-of-title work. The out-of-title rate shall be the difference between the two base rates of the two job titles, or fifty (\$.50) cents per hour, whichever is greater, added to the employees current rate of pay. It was agreed that the choice of person to fill any short term vacancy lies with Management.

8.) Lead Cleaner: Effective the 2001-02 school year, the District will create the position of Lead Cleaner. This position will be posted and filled in accordance with Article 10 – Seniority. The employee appointed to this position will receive an additional stipend of \$600.00 per school year.

APPENDIX E

FOOD SERVICE PERSONNEL SALARY SCHEDULE 2001- 2004

Effective July 1, 2001

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Food Service Helper	\$ 6.50	7.10	7.80
Baker Sr.	\$ 6.75	7.35	8.05
Sr. Food Service Helper	\$ 7.85	8.45	9.15
Food Courier	\$ 7.55	8.15	8.85

Section:

- 1.) School lunch personnel will work as needed before school opens in September and after school closes in June.
- 2.) School lunch personnel will be paid for 193 days which includes these holidays: Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years Day, . Martin Luther King Day, Presidents Day ,Good Friday, Memorial Day, Floating Holiday.
- 3.) School lunch personnel will be furnished rubber gloves when working on job assignments where gloves are necessary.
- 4.) Effective July 1, 1981, paid leave days shall be equivalent to regular hours per day worked.
- 5.) Out-of-Title Work - In the event that the District directs employees to perform out-of-title work, the employee who performs these duties and assumes the responsibilities shall be compensated with out-of-title pay starting with the first day he/she performs such out-of-title work. The out-of-title rate shall be the difference between the two base rates of the two job titles, or fifty (\$.50) cents per hour, whichever is greater, added to the employees current rate of pay.
- 6.) Use of Facilities by Outside Groups - When Food Service employees work for outside groups that have rented the school buildings in a supervisory capacity, said employees will receive a flat amount of \$ 8.50 per hour.

APPENDIX F

BASIC TEACHER AIDE SALARY SCHEDULE – 2001-2004

Effective July 1, 2001

		<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Classroom Aide	\$	6.50	7.10	7.80
Special Aide	See #5 Below			
Bus Monitor	\$	6.50	7.10	7.80
School Monitor	\$	6.50	7.10	7.80

**Section:**

- 1.) Teacher Aides are paid for 193 days, which includes instructional days, conference days and the holidays listed in # 4.
- 2.) School Monitors will be paid one-fourth (1/4) hour preparation time before and one-fourth (1/4) hour clean-up time after work period in the elementary buildings if needed.
- 3.) Substitute Aides receive base pay per hour.
- 4.) Paid Holidays: Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Floating Holiday.
- 5.) Special Teacher Aide
  - a. The District may create Special Aide positions, as needed, based on C.S.E. assessment and recommendations by the Superintendent.
  - b. Interested candidates for Special Aide positions must possess a High School diploma or equivalent certificate, and must be able to demonstrate knowledge and ability to work with special need students. It is desired that the candidate have special technology experience and/or knowledge (touch-talker, sign language skills, etc.)
  - c. Seniority of any internal candidates shall be one factor amongst all other factors to be considered by the District in the selection process. No precedent shall be established for either party by this deviation from contract Article 10 - Seniority.
  - d. CSEA Aides collectively shall select two individuals from their bargaining group to participate in the hiring Review Board for one on one Aides to Special Needs Students.
  - e. Eligibility for payment of Special Aide rate for current employees shall be determined in the following manner: the employee must be assigned more than one-half the regular work day in the capacity of one-on-one aide to special needs students, Time-Out Area, Bus Monitor, or in the position of Computer Lab Aide.
  - f. Employees in the Special Aide positions shall be paid a ten percent (10%) stipend based on the following formula for all time spent in that capacity:

Each school year the District shall calculate the average dollar amount of all Teacher Aides on the payroll at that time, then shall calculate the dollar amount of 10% of that total. The sum of those calculations shall establish the dollar amount of the stipend to be paid to each Special Aide performing these duties. This dollar amount shall be considered as stipend and shall not be added to the employees base salary.

Example: 1998-1999 Average hourly rate of Teachers Aides = \$8.65 per hour x 10% = \$.86 hourly stipend to be paid to all Teacher Aides designated as Special Aides.

- g. The hourly increase shall be discontinued at any time the employee no longer meets the eligibility of the Special Aide position, or if their position is abolished.
- h. In the event that there becomes a need to temporarily replace a classroom teacher in the Elementary classrooms, the District will make every effort to consider utilizing a qualified Teacher Aide to act as the Substitute teacher in the classroom. Teacher Aides who wish to be considered for such assignments must inform the District in writing of their qualifications/certifications. The District maintains the sole right to accept or reject any individual for consideration of these assignments, and shall not be subject to grievance for failure to place an Aide into the classroom at any given time a short-term vacancy occurs.

**6.) Uncertified Substitute Rate:** Any Aide who works as an Uncertified Teacher Substitute shall receive the rate for uncertified substitutes ,or, their hourly rate of pay whichever is greater. In the event that an Aide's rate of pay exceeds the uncertified substitute rate, the Aide shall receive an additional ten percent (+10%) added to their current hourly rate. This payment will be in addition to the adjustment paid to any Special Aide serving as an uncertified substitute.

APPENDIX G

BASIC TRANSPORTATION SALARY SCHEDULE – 2001-2004

Effective July 1, 2001

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Bus Driver (2 Trip)	\$ 8.84	9.44	10.14
Full Time Driver (8 hrs)			
Bus Mechanic	\$ 9.15	9.75	10.45
Laborer	\$ 7.30	7.90	8.60
Mechanic Helper	\$ 7.85	8.45	9.15

Section:

1.) Two-trip salary will be based on 193 day work year times 4.0 hours each day. Drivers who exceed 4.0 hours daily will be compensated at actual hours worked times their base hourly rate.

2.) Identification cards will be issued to all drivers by proper authorities and renewed at the start of each school year.

3.) Substitute Pay - regular runs - \$25.00 per trip.

4.) The District shall reimburse to drivers all mandated costs of Federal Licensing fees.

5.) Any bus driver with less than ten (10) years service and employed less than six (6) hours per day by the District in any capacity, shall receive, in addition to the general wage increase provided for in APPENDIX B herein, a Three hundred dollar (\$300.00) increase on their base pay each year effective July 1, 2001, and July 1, 2002, and July 1, 2003.

6.) The District may, at its discretion, employee regular two-trip drivers who are unassigned to a scheduled route.

7.) Extra Trip Rates/Field Trips/Late Bus Rate

Time will start when a driver arrives at the garage to prepare for a trip. Bus drivers will receive the following pay rates:

2001-02	\$ 10.00 per hour
2002-03	\$ 10.20 per hour
2003-04	\$ 10.40 per hour

Any driver who takes a trip during the day (student drop-off, pick-up's, field trips, extra day trips, late bus runs, etc.) will be paid at either the hourly rate in accordance with the trip rate wage scale or a minimum of \$20.00 per trip, whichever is higher:

2001-02	\$ 10.00 per hour
2002-03	\$ 10.20 per hour
2003-04	\$10.40 per hour

Daytime trips will be taken by drivers whenever possible. Trips after day hours will be taken by bus drivers, mechanics helpers and mechanics in rotation.

8.) Day trip list: A day trip is defined as a trip which is taken between the regular runs of the driver and does not require a substitute for either morning or afternoon runs, or both.

9.) Night Trip List: A night trip is defined as all sports trips, any other trip which requires a substitute be used for the drivers regular run in either the morning or afternoon or both. Saturday, Sunday, school holidays and any time school is not in session is considered on the night trip list. Rotation list by seniority will be posted in general work area of driver.

Trips that require an overnight stay, and/or a trip of great length (example - Darien Lake) shall be designated at the discretion of the supervisor. If a driver is called in to drive and is not needed, a driver shall be paid a show up fee equal to one hour at the trip rate.

Bus drivers taking field trips during regular trip hours will receive pay for one regular trip for the first hour and as listed below for subsequent hours:

2001-02	\$ 10.00 per hour
2002-03	\$ 10.20 per hour
2003-04	\$ 10.40 per hour

Bus driver substitutes will not receive the extra trip hourly rate for extra-curricular driving unless they are regular substitutes, substituting for a driver on a regular basis.

#### 10.) Mechanics Hours

Mechanics will work a Full-Time schedule consisting of a five-day workweek (Monday-Friday) with two consecutive days off (Saturday/Sunday). The specific starting and ending times of the workday, and the scheduling of unpaid lunch periods will be determined by the Superintendent of Transportation based on the operating needs of the District. In the event that the Mechanic is assigned the duty of checking the Transportation garage on Saturdays, Sundays and Holidays, the employee assigned shall receive one-half hour credit for each day assigned those duties, to be paid at the rate of time and one-half his/her regular hourly rate of pay. In addition, all work performed in excess of forty (40) hours in any work week shall be paid at time and one-half for all time worked.

#### 11.) Break-downs

In the event of bus breakdowns, which delay a driver more than ½ hour beyond his usual return time, the driver will receive pay at his regular rate of pay for the time spent beyond his usual return time.

#### 12.) Substitute Bus Drivers

A bus run may be operated by a substitute bus driver for two months, and then the run will be placed in a regular driver category.

### 13.) Substituting for Regular Drivers

If a regular driver in a permanent run becomes unable to drive, a regular driver will be allowed to substitute on this run until the original driver is able to return to work. Seniority will be considered.

### 14.) Occasional Drivers

The use of occasional drivers will normally be limited to the transportation of eight (8) or less students. To maintain flexibility, The District retains its prerogative to evaluate transportation requests on an individual basis. On the instance where it is necessary or desirable to transport more than eight (8) students with an occasional driver, the Superintendent will contact the Bus Representative and explain circumstances and reasons for the decision.

15.) Discussions pertaining to Drug and Alcohol testing for occasional drivers shall be referred to the Labor Management Committee.

### 16.) Drivers of Handicapped Bus Routes

Because the working hours each year varies for drivers of the Handicapped bus routes, each driver in those runs will be paid for all time assigned to that run at his/her regular hourly rate.

### 17.) Education or Safety Classes

Any bus driver required by the District or law to attend education or safety classes outside the District will receive \$50.00 upon completion of the course, retroactive to January 1974. Transportation will be provided by the District to attend these functions. All refresher training shall be paid at trip rate per hour.

### 18.) Bus Runs

Supervisory personnel to evaluate and make recommendation to the transportation committee for Board approval on all bus runs.

### 19. Miscellaneous

Any Unit employee who, as of June 30<sup>th</sup>, is making less per hour than the starting hourly rates as listed within the appropriate Appendix, on July 1, 2001 shall be eligible to receive both the adjustment to the new starting rate and the general wage increase as listed in APPENDIX B.

20. Mechanic's Tools: Effective July 1, 2001, the district agrees to purchase and insure all tools necessary for the performance of Bus/Auto Mechanic work assignments. The district shall assume responsibility to maintain a tool inventory of all district equipment. Any additional tool brought in by an employee for use on district vehicles will be insured for loss or damage by the district at no cost to the employee. At time of separation from district employment, the employee shall remove all personal tools.



APPENDICES H - FORMS

**SICK LEAVE BANK - ADMINISTRATIVE REGULATIONS**

10/31/86

- 1.) All accumulated sick leave must be exhausted.
- 2.) Acceptable medical evidence from a physician must be provided upon application for sick bank usage.
- 3.) Each request will be reviewed by the committee.
- 4.) Decisions will be based upon the present medical disability on the date of the review of the request.
- 5.) Acceptable medical evidence shall be provided at appropriate intervals to continue usage of the bank.
- 6.) The committee shall develop and/or update a standard form which will include elements of the above listing.
- 7.) Only employees covered by the bargaining unit who have contributed days to the bank shall be eligible for use of the Bank.
- 8.) The committee may grant no more than 10 days for each request for use of the Bank. Additional requests may be made.
- 9.) The committee is the sole judge of granting or denying any request for use of the Bank.
- 10.) The number of days to be granted for each request is to be determined by the committee but in no event shall it exceed 10 days per request.
- 11.) In the event of a tie by the committee it shall be determined a denial of the request.
- 12.) Enrollment in the Bank will be open once per year between September 1st and September 30th. New employees may join within 30 days of employment.
- 13.) Contributions and enrollment will be made on an annual basis.
- 14.) The committee may request additional information before making a decision.
- 15.) The committee may refer an applicant to the school physician for a medical opinion.
- 16.) The committee reserves the right to add to, delete from, or change the above.

C.S.E.A	INDEX	PG#
Agency Fee		1
CSEA Recognition		1
Chaperones		12
Clerical Salary Schedule		21
<b>Custodial Cleaner</b>		
Checking of Buildings		23
Duties and Extra Pay		23
Extra Duties		22
Out of Title Work		23
Shift Hours and Pay		22
Dental Care Program		5
Duration of Agreement		18
Emergency Calls - Weather		9
Family Leave		9
<b>Food Service</b>		
Overtime		10
Salary Schedule		24
Uniforms		10
<b>Grievance</b>		
General Considerations		15
Mutual Rights		16
Procedure		16
Rights of Grievant		16
Rights of the Unit		16
Health Care Plan		4
Health Care Plan Coverage		19
Immediate Family		9
Index		31
Job Specifications		10
Jury Duty		12
Labor/Management Committee		12
Leave of Absence		11
Legal Basis		1
Legislative Action		18
Longevity		12
Mileage		12
New Employees		11
Paid Holidays		6
Personal Leave		9
Personnel File		13
Physical Examination		11
Prescription Co-Pay		4
Previous Commitments		12
Probationary Period		13
Purpose		1
Reciprocal Rights		2
Retirement Plan		6
Salary Increases		20
Salary Schedule Appendices		21

<b>Seniority</b>		8
	Layoff and Recall	8
	Promotions	8
Separation from Service		3
Sick Leave		3
Sick Leave Bank		4
	Administrative Regulations	30
	Form to Join	33
	Request	34
<b>Sports</b>		
	Scorekeepers	12
	Ticket Takers	12
	Timers	12
	Substitutes	12
Teacher Aide Salary Schedule		25
Time Lost Because of Weather		9
<b>Transportation</b>		
	Break-Downs	28
	Bus Runs	29
	Day Trip List	28
	Drivers of Bus Rte/Handicapped	29
	Education or Safety Classes	29
	Extra Driving to Games	28
	Mechanics Hours	28
	Night Trip List	28
	Occasional Drivers	29
	Salary Schedule	27
	Substitute for Regular Drivers	29
	Substitute Bus Drivers	28
Tuition Reimbursement		13
Uniforms		10
Vacations		7

**SPENCER-VAN ETTEN CENTRAL SCHOOL  
REQUEST TO JOIN SICK LEAVE BANK**

**NAME** \_\_\_\_\_

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

A sick leave bank shall be established by the voluntary contribution of 1 – 3 days from each participating employees' sick leave accumulation, by those employees who wish to become members of the bank.

A joint committee consisting of the Business Manager and the President of the Association shall receive requests for use of the Bank. The decision to grant or deny the request shall be made by this committee. In the event of a tie by the committee the request shall be denied.

The use of the sick leave band can occur only after the exhaustion of an employee's sick leave. Guidelines for use shall be established by the committee.

A physician's statement will be required and acceptable medical evidence must be provided to establish medical disability on the date of review.

This form is the standard form for joining this bank.

I have read and understand the terms and conditions of Article V of the Agreement.  
I wish to join the Sick Bank and contribute days as follows:

Number of days contributed: \_\_\_\_\_ (1, 2 or 3)

\_\_\_\_\_  
Signature

**Spencer-Van Etten Central School District  
CSEA Bargaining Unit  
Sick Leave Bank Request**

**Name** \_\_\_\_\_  
(Please Print)

**Position** \_\_\_\_\_

**Location** \_\_\_\_\_

**Number of days requested** \_\_\_\_\_  
(Not to exceed 10 days per request)

**Date last accumulated Sick Leave was used** \_\_\_\_\_  
**Attach medical evidence from physician showing inability to work**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\*\*\*\*\*

**Committee Decision:**

**Granted** \_\_\_\_\_  
**Denied** \_\_\_\_\_  
**Number of Days** \_\_\_\_\_

CSEA Headquarters  
143 Washington Avenue  
Albany, NY 12210  
[www.csealocal1000.net](http://www.csealocal1000.net)  
(800) 342-4146  
(518) 434-0191

CSEA Jardine Retirement Counseling  
John Kaiser 1-(800) 664-1106

CSEA Jardine Personal Insurance Lines  
(800) 929-6656  
[www.jltservices.com](http://www.jltservices.com)

CSEA Member Benefits Department  
(800) 342-4146, Ext. 357  
Legal Services Plan, Workers Compensation Attorney, Travel and Shopping discounts,  
Membership application & information, Education and Training Information

Chemung County Civil Service Dept.  
737-2915

NY State Retirement System  
(518) 474-0167  
[www.osc.state.ny.us](http://www.osc.state.ny.us)

Credit Union  
733-4624

Tioga State Bank Direct Deposit  
589-4431

Spencer-Van Etten Central School  
Personnel, Payroll Officer, Health Benefits Manager:  
589-7100

E.A.P. Coordinator  
734-3014

