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

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GEN  
4686

# AGREEMENT

by and between the  
SUPERINTENDENT OF SCHOOLS

of the  
CANASTOTA CENTRAL  
SCHOOL DISTRICT

and  
CSEA, Local 1000 AFSCME,  
AFL-CIO

**RECEIVED**

DEC 06 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



Canastota CSD Non-Instructional Unit  
Madison County Local 827

July 1, 2003 - June 30, 2006

95



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## **PREAMBLE**

**The Board of Education of Canastota Central Schools, (hereinafter called the Board) Superintendent of Schools, and the Canastota Civil Service Employees Association, (hereinafter called the Association) recognize that the primary function of the Board and its non-instructional staff is to assure that each student attending the Canastota Central Schools obtains the highest level of educational opportunities possible. The Board recognizes that the non-instructional staff is vitally important in providing the proper setting for educational opportunities. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its non-instructional staff. A free and open exchange of views is desirable and necessary, with all parties participating in deliberations. Therefore, the Board and the Association hereby adopt the following procedures.**

## **ARTICLE I**

### **Negotiation Terms**

- A. For the purpose of negotiating terms and conditions of employment, as permitted under the New York State Public Employees' Fair Employment Act of 1967, the Board establishes the negotiation unit for non-instructional personnel (see Category I and Category II listings on salary page) but excluding supervisory, and confidential personnel.
- B. Negotiation meetings shall be scheduled at mutually agreeable times and dates. Negotiation meetings shall not be held during the school day.
- C. All proposals by the Association for negotiation shall be submitted, in writing, by the end of the second scheduled negotiation meeting. The Board of Education shall submit, in writing, all its proposals by the end of the third scheduled negotiation meeting. No further proposals shall be submitted unless mutually agreeable to both parties after such meetings.

## **ARTICLE II**

### **C.S.E.A. Deductions**

- A. The Board recognizes the Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO as the exclusive representative organization for the Canastota Central School Non-Instructional Unit of Madison County Local 827, to include the personnel of this school district indicated in Article I, as permitted under the New York State Public Employees' Fair Employment Act in 1967.
- B. Effective 7/1/88, each employee who fails, voluntarily, to maintain membership in the Association, after previously authorizing deduction of such dues, shall a deduction made from his/her wage or salary an amount equivalent to the duties levied by the Union; in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- C. Effective 7/1/89, the Canastota Central School District shall deduct from the wage or salary of those bargaining unit employees hired on or after 7/1/89 and who are not members of the Canastota Civil Service Employees Unit, an amount equivalent to the dues levied by Union; in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- D. The District shall transmit the sum(s) so deducted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224.

## **Article II – C.S.E.A. Deductions – continued**

- E. The Canastota C.S.E.A. Unit of the Madison County C.S.E.A. Local 827 of C.S.E.A., Inc. affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the prorated amount of said-employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective bargaining or administration of this agreement. This provision for agency shop fee deduction shall continue in effect only so long as the Association maintains such procedure as provided by law.
- F. This agency shop fee deduction shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law or this Article.
- G. The Association agrees to indemnify the district and hold it harmless for any liability or expenses the district incurs due to litigation in connection with the agency shop fee deduction granted by this agreement.

## **ARTICLE III**

### **Recognition of C.S.E.A.**

The Board and Association endorse the Recognition Agreement jointly developed and agreed upon by both parties, dated February 20, 1973.

## **ARTICLE IV**

### **Definitions**

A full-time employee shall be defined as Bus Drivers working twenty (20) hours, Secretaries working thirty-five (35) hours and everyone else working forty (40) hours per week.



## ARTICLE V

### Salary

The following salary increases will be effective in the Canastota Central School District for the school years 2003-04, 2004-05, 2005-06.

- A. 2003-04 – All full and part-time unit members who are on the payroll as of June 30, 2003 shall have their 2003-04 base rate increased by three and one-half per-cent (3 ½ %) effective July 1, 2003.
- B. 2004-05 – All full and part-time unit members who are on the payroll as of June 30, 2004 shall have their 2004-05 base rate increased by three and one-half percent (3 ½%) effective July 1, 2004.
- C. 2005-2006 – All full and part-time unit members who are on the payroll as of June 30, 2005 shall have their 2005-2006 base rate increased by three and one-half percent (3 ½%) effective July 1, 2005.

Category I	2003 MIN	2004 MAX	2004 MIN	2005 MAX	2005 MIN	2006 MAX
Office Assistant I	9.72	14.14	10.06	14.63	10.41	15.14
Office Assistant II	11.41	16.53	11.81	17.11	12.22	17.71
Cleaner	10.46	15.48	10.83	16.02	11.21	16.58
Groundsperson	11.92	17.34	12.34	17.95	12.77	18.58
Building Maintenance Helper	13.32	18.76	13.79	19.42	14.27	20.10
Building Maintenance Mechanic	14.28	21.43	14.78	22.18	15.30	22.96
 Category II						
Cook	8.69	13.53	8.99	13.99	9.30	14.48
Food Service Helper	7.81	10.94	8.06	11.32	8.36	11.72
Bus Driver	14.36	18.86	14.86	19.11	15.38	19.78
School Bus Attendant	9.67	12.00	10.01	12.42	10.36	12.85
School Monitor	9.67	12.00	10.01	12.42	10.36	12.85
Teacher Aide	8.59	11.05	8.89	11.44	9.20	11.84
Library Aide	8.59	11.05	8.89	11.44	9.20	11.84
Attendance Aide	8.59	11.05	8.89	11.44	9.20	11.84
R.P.N.	19.06	27.51	19.73	28.47	20.42	29.47
Computer Services Technician	14.06	16.52	14.55	17.10	15.06	17.70

**Article V – Salary – continued**

1. Employees shall be paid for hours worked unless specifically in another article of this Agreement. (Example: Vacation, Personal Leave, Holiday.)
2. Cleaner (night) to receive a seventeen-cent (\$0.17) per hour second shift differential. A (\$0.25) per hour third (3<sup>rd</sup>) shift differential. Night shift shall be paid for those hours where work is actually performed on the evening shift. The current practice of paying the night shift differential during the Christmas recess and Spring recess shall continue.
3. Food Service Helpers working evenings shall receive a night differential of one dollar (\$1.00) per hour over their daily rate.
4. Longevity:

Effective July 1, 2000, all employees shall receive longevity at the following amounts:

<u>Years</u>	<u>Longevity</u>
1-9 year	.03
10 and over	.09

The aforementioned shall be added to the hourly rate following the completion of the first year of employment and each year thereafter. To be eligible for longevity, an employee must work more than one-half (1/2) of the regularly scheduled work year.

5. All employees will annualize their salaries.
6. That the parties agree upon ratification by both parties that the parties agree to reconvene for the sole purpose of promulgating and implementing a step system for employees. The parties furthermore agree to complete this endeavor on or before September 1, 2001.

**CONTINUING EDUCATION REMUNERATION FOR REGISTERED PROFESSIONAL NURSE**

Compensation for Continuing Education related to school nursing practice will be at the rate of \$.06/hr for every 1.0 Continuing Education Units (CEU). 1 CEU = 10 contact hours, 1 contact hour = 1 inservice hour.

1. The 1.0 CEU must be related to the practice of school nursing in the areas of: I) Health Screening & Assessment, II) Health Problems & Nursing Management, III) Health Promotion, IV) Special Education, V) Health office Management, and VI) Professional Issues.
2. These may include workshops, seminars, professional development offerings, course work and state and national conferences.

3. It will be the responsibility of the individual R.N. to notify the superintendent's office of Contact Hours and/or CEU's as soon as possible after completion.
4. The continuing education courses must be approved by the Business Administrator in writing prior to registration.
5. Completed course work must be turned in to the Business Office by June 15 of the prior year in order to receive credit in the following year.
6. The course instructor must verify hours of attendance in writing.
7. The maximum hourly rate shall be the contract amount plus \$.18 per hour per year. The CEU's shall have a shelf life of five (5) years. Maximum remuneration for CEU's shall be ninety (\$.90) per hour cumulatively.

**Example**

**Additional Compensation  
Added to Base Rate**

Year 1 – 3 CEU's earned = \$.18	\$ .18
Year 2 – 3 CEU's earned = \$.18	\$ .36
Year 3 – 3 CEU's earned = \$.18	\$ .54
Year 4 – 0 CEU's earned = \$.-0-	\$ .54
Year 5 – 3 CEU's earned = \$.18	\$ .72
Year 6 – 0 CEU's earned = \$.-0-	\$ .54
Year 7 – 3 CEU's earned = \$.18	\$ .54

**ARTICLE VI  
PAYROLL DEDUCTIONS**

**HEALTH INSURANCE:**

- A. The Board will pay eight percent (80%) of the Group Health Insurance Plan for:
  1. All full-time employees
  2. All dependents of full-time employees
  3. Retirees
  
- B.
  1. Any new part-time employee commencing work in the District on or after July 1, 1979, shall have health benefits payments prorated against the full-time forty (40) hour week, except for secretaries on a part-time basis who shall be prorated as compared to a thirty-five (35) hour work week.
  2. No benefits for health coverage shall be paid for any employee working less than twenty (20) hours.
  
- C. Physicals required by the District will be conducted by the District's authorized physician at no cost to the employee. If the employee chooses to have the physical conducted by another qualified physician, the total cost will be borne by the employee

- D. The parties to this Agreement may mutually agree to reopen negotiations on health and dental insurance benefits and carriers at any time during the life of this Agreement.
- E. For employees hired after July 1, 1997, the District shall pay sixty-five percent (65%) of the health insurance cost for both individual and dependent coverage. The employee shall pay thirty-five percent (35%).

**DENTAL INSURANCE:**

**The District shall contribute to a plan selected by the bargaining unit at the following rates:**

**Effective July 1, 2000, the District will contribute two hundred forty dollars (\$240.00) toward the cost of individual coverage and four hundred fifty (\$450.00) toward the cost of family coverage.**

**HEALTH INSURANCE BUY-OUT**

**Effective July 1, 2001, a health insurance buy-out option will be available through the flexible spending plan. Any employee coverage by this Agreement who elects in advance in writing to discontinue his or her participation in the District's health insurance plan or HMO will receive an annual stipend of \$750 if the employee is foregoing individual coverage or \$1,500 if the employee is foregoing family coverage. Such buy-out amounts shall only be available to those employees who provide proof of alternate coverage from another source. Employees must elect by May 15<sup>th</sup> preceding the school year in which the buy-out is effective. Buy-out payments to the employee shall be made in twenty (20) equal installments throughout the school year of election. In the event coverage resumes before one year is completed, the employee will have the right to return to District coverage, pursuant to the health plan's rules and regulations, either: (1) if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other reasons, or (2) during the District's open enrollment periods. Opt-out payments shall cease upon the employee's return to District coverage. The employee shall receive only 1/12 of the annual stipend for each month District health coverage is not provided**

**FLEXIBLE SPENDING PLAN:**

**The District shall establish a flexible spending plan pursuant to Sections 125 and 129 of the Internal Revenue Service Code, as soon as reasonably possible after the Payroll Deduction Program is available through the Madison-Oneida Board of Cooperative Educational Services.**

**The C.S.E.A. shall participate in the plan's management through its representative(s) and shall Jointly determine with the Employer such matters as the distribution of funds and plan use reporting procedures.**

**DISABILITY INSURANCE:**

**The District will provide fully paid N.Y.S. Disability Insurance to all employees effective July 1, 1995.**

## **ARTICLE VII**

### **Non-Contributory Pension Plan**

The Board of Education as its May 12, 1970 meeting approved the resolutions for adopting Section 75E, the Improved Non-Contributory Retirement Plan; and Section 75G, the Non-Contributory "25 Year Career Plan", to be effective June 9, 1970.

## **ARTICLE VIII**

### **Absences and Leaves**

#### **A. SICK LEAVE**

All Category I non-instructional personnel have one day sick leave per month, cumulative to one-hundred forty (140) days. Ten (10) month employees, ten days per year; twelve (12) month employees, twelve (12) days per year.

All Category II (bus drivers, food service workers, clerical workers and aides) have one (1) day sick leave per month, cumulative to ninety (90).

Sick leave will be credited to each employee at the beginning of each school year. An employee using any days in excess of the credited amount will have one day's pay deducted for each day's absence from his/her next paycheck.

#### **B. LEAVE FOR DEATH OR SERIOUS ILLNESS IN THE FAMILY**

All non-instructional employees will be granted three (3) days of leave (noncumulative) for death or serious illness in the immediate family in any one (1) year. Such absence may be extended, if deserving, to ten (10) days, but the excess beyond three (3) days must be charged to accumulated sick leave, or if no such credits are available, may be allowed at no salary cost to the District. The immediate family includes spouse, parent of both spouses, children of the employee, brother and sister of the employee or of his/her spouse, and other persons living in the employee's household. The employer's supervisor will judge other persons who are considered to be "immediate family".

Upon the request of his/her supervisor, an employee is required to furnish satisfactory proof of personal illness or family illness or bereavement.

#### **C. PERSONAL LEAVE**

All employees will be allowed one (1) personal leave day per school year (noncumulative). For example, if any employee works two (2) hours per day, their personal day consists of a two (2) hour time period.

**D. OCCUPATIONAL INJURY**

It is the employee's responsibility to report any job related injury to his/her immediate supervisor within a reasonable amount of time following the occurrence of such injury. Employees who are absent due to an occupational injury or disease, as defined in the Workers' Compensation Law, will be entitled to receive full pay while such injury renders the employee unable to perform his/her duties for an initial period of three (3) calendar months without charge against accumulated sick leave; and thereafter by utilizing accumulated sick credit. The District will file with the Workers' Compensation board for reimbursement for the initial three (3) calendar month period and the following period covered by sick leave pay. The employer's sick leave used following the initial three (3) calendar month period would then be re-instated, subject to reimbursement from the compensation insurance carrier, at a prorated amount determined by dividing the reimbursement obtained from the carrier by the employee's daily salary.

Example:

Daily Salary = \$75.00

Worker's Compensation Award = \$50.00

Reinstated sick leave credit (rounded to the nearest quarter day) is determined by dividing the worker's compensation amount by the daily salary. ( $50.00/75.00 = .666$  or  $\frac{3}{4}$  day of sick leave reinstated for each full day of absence.)

**E. CHILD REARING LEAVE**

Employees who submit a request for child rearing leave at least thirty (30) days prior to its commencement shall be granted six (6) months leave without pay. This six (6) month period shall be both a minimum and maximum, although the length of time may be shortened by mutual agreement of the Board of Education and the employee.

**F. DISCRETIONARY UNPAID LEAVE**

A leave of absence up to one (1) year may be granted at the discretion of the Board of Education.

**G. TERMINAL LEAVE**

The terminal leave policy will be based on unused sick days.

Full payment will be made to all forty (40) hour/week non-instructional employees except secretaries, nurses and cafeteria workers who shall receive full payment if working thirty-five (35) hour week. All other non-instructional employees working less than forty (40) hours per week shall have this benefit prorated accordingly.

Application for this benefit must be submitted in writing one (1) year prior to the date of retirement in order to gain any of the benefits of this terminal leave policy.

An eligible employee covered by this policy shall be paid for one-half (1/2) of his/her unused accumulated sick days at the rate of fifteen dollars (\$15.00) per day. Eligible employees working less than full-time shall receive payment prorated according to paragraph two (2) of this section.

#### **H. SICK LEAVE DONATION**

**The following plan for the donation of sick leave has been established and shall be maintained by the District and the Association.**

- 1. The purpose of the sick leave donation program is to assist employees who, as a result of a long-term personal illness, have exhausted their leave benefits and are subject to severe loss of income during additional absence from work. The program is open to all CSEA-represented employees who work in the District. Both the person accepting donated leave and the person giving leave must be employed within the CSEA bargaining unit.**
- 2. To receive donated sick leave an employee must meet the following requirements:**
  - a. Must be employed within the CSEA bargaining unit.**
  - b. Be eligible to earn sick leave allocations.**
  - c. Have completed at least six months of service in the District.**
  - d. Be absent due to a non-occupational personal illness or disability for which satisfactory medical documentation has been submitted and will continue to be submitted for the duration of the absence.**
  - e. Have exhausted all sick leave.**
  - f. Is expected to be absent for at least one biweekly payroll period after all sick leave credits have been utilized.**
  - g. There is not maximum number of days an employee may accept. However, donated credits cannot be used to extend employment beyond the date that the recipient's employment would end per law, rule or regulation.**
- 3. In order to donate sick leave, an employee must meet the following requirements:**
  - a. Must be employed within the CSEA bargaining unit.**
  - b. Only sick leave credits can be donated and a donor must maintain a minimum sick leave balance of five (5) days AFTER the donation.**

- c. An employee may donate no more than 2 days per year.**
- d. There is no maximum number of donors from whom an employee may accept donations.**
- e. Donations must be made in full day units.**
- f. The employee must advise the Business Administrator of his/her interest in participating in the program by completing a leave donation form.**
- g. The identity of the donor is treated as confidential information.**
- h. An employee may not donate vacation time.**
- i. The District will review both the donating and receiving employee's ability to continue to participate in the program at least every thirty (30) days.**
- j. Only the employee, co-workers, or unit CSEA representative may solicit donations.**

**4. The following are the District/CSEA leave donation program procedures:**

- a. Either the employee, co-worker or unit CSEA representative must notify the Business Administrator, in writing, of a desire to participate in the program.**
- b. When the Business Administrator has established that the need for donation of sick leave is in accordance with this policy, the Association shall solicit donations by posting notices in all District buildings.**
- c. The employee(s) who wishes to donate sick leave must complete the leave donation form and forward to the Business Administrator.**
- d. Donated sick leave days will be transferred to the recipient in order in which signed leave donation forms are received and approved by the Business Administrator. If there is a question of eligibility, the Business Administrator will communicate, in writing, to that donor.**
- e. No employee shall donate a second day until all initial donations have been exhausted, at which time steps b, c, and d of the procedure shall be repeated.**



5. **A joint committee of CSEA and School Administrator will oversee the sick bank program. All decisions made by that committee are final.**

**NOTE: Steps a, b, and c should be done in a timely manner to insure that there is no delay in processing requests.**

**A. VACATION**

1. **Twelve (12) month, full-time Category 1 employees will be granted the following vacation with pay:**

<b>Upon completion of:</b>	<b>Vacation</b>
1 full year.....	2 weeks
10 full years.....	3 weeks
11 full years.....	3 weeks + 1 day
12 full years.....	3 weeks + 2 days
13 full years.....	3 weeks + 3 days
14 full years.....	3 weeks + 4 days
15 full years.....	4 weeks*

**\*Employees completing fifteen (15) full years shall receive four (4) weeks vacation, which is the maximum allowed under this contract.**

2. **Employees must complete at least one (1) full year of employment to be eligible for vacation accruals.**
3. **No more than two (2) weeks of vacation may be taken consecutively, unless satisfactory arrangements can be made with the employee's immediate supervisor.**
4. **Ten and eleven month full-time and twelve month part-time Category I employees shall have their vacation prorated.**
5. **In so far as is administratively possible, employees will be given a choice of vacation time. Because of the varying priorities of each of the subdivisions of the District, i.e. transportation, custodial, maintenance, etc., vacations shall be arranged on an individual basis to assure that the priorities of each division are met. In no case, however, shall any vacation time be carried over into the following year except by administration's request. Employees may request a carry over for up to one (1) week or the right to borrow one (1) week's time from the following year, subject to administration approval. If an employee borrows leave time from the following year, such time will be deducted on a day by day basis from the following year's accruals. Should the employee terminate service from the District prior to the completed payback of leave time, the employee shall be required to reimburse the District the dollar value of all time owed.**

6. Only service as a Category I employee can be credited for the purpose of earning vacation pay.

**B. HOLIDAYS**

1. The annual Holiday Schedule is as follows:

**Holidays**

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Dr. Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

**If a holiday falls on a Saturday, it will be observed on a Friday.**

**If a holiday falls on a Sunday, it will be observed on a Monday.**

**If a holiday falls on a day school is in session, the employee will be granted another day.**

**Employees who work less than or equal to 32 hours per week shall receive 4 holidays.**

**Employees who work less than 40 hours or more per week, but less than 12 months shall receive 11 holidays.**

**Employees who work 12 months (no change from previous contract) receive all 12 holidays listed above as paid holidays.**

**ARTICLE X**

**Working Rules and Regulations**

- A. Whenever a vacancy occurs or a new position is created, the position should be posted five (5) days within a department and five (5) days in the School District. This shall not preclude the District from advertising throughout the community. Appointment to non-competitive, labor class positions shall be made on the basis of seniority. If there are not qualified candidates from within the department, District-wide seniority will then be considered. Part-time service shall be prorated on a 2080-hour annual basis. During the summer when school is not in session, the District agrees that it will notify the unit president and all bargaining unit members via a public bulletin board at South Side School of any vacancy or new position.

- B. In order to improve and update employee working conditions and managerial prerogative in the bus garage, a subcommittee representing both parties formulated a handbook of rules and procedures in 1973-1974 of which the mandatory subjects of bargaining shall continue to serve as an extension of this contract. Such mandatory subjects contained in the manual shall continue to serve as an extension of this contract. Such mandatory subjects contained in the manual shall be subject only to the grievance procedure up to the Advisory Arbitration level and final action of the Board of Education, and shall not be subject to the Binding Arbitration Procedure.
- A committee consisting of two (2) designees of the Superintendent and two (2) bus drivers appointed by the Association President shall review and revise the Bus Driver's manual, to become effective July 1, 1994.
  - The parties agree to establish a subcommittee by December 1, 2003 whose sole task shall be to update bus drivers' handbook.
- C. No employee shall be paid twice for the same hour of work even through it may appear that he or she is more than one capacity.
- D. Only when a member of the bargaining unit works over forty (40) hours in a regular workweek, shall he/she be paid the overtime rate of time and one-half for the work performed in excess of forty (40) hours. All overtime work must first be approved by the Director of Building and Grounds, Director of Transportation, Director of Cafeteria, or by the Assistant Superintendent for Management Services. Such approval shall be a precondition to the payment of overtime compensation as aforesaid.
- There shall be pyramiding of overtime. Bargaining unit overtime will be offered by department and building complex on a rotating seniority list basis. Any employee who serves in more than one (1) department shall select the single department list that they desire to be placed on. Nurses shall be paid straight-time for up to and including forty (40) hours during any workweek.
  - The District reserves the right to assign the number of employees it deems necessary to accomplish the mission.
- E. When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regularly scheduled time, such employee shall be given a minimum of two (2) hours pay.
- F. It is understood that meetings and other activities of the Association shall in no way interfere with the work schedule of any employee, that permission for the use of District facilities must be granted by the Administration before such meeting or other activity shall take place and that such meetings and activities shall not engender cost to the District.

- G. The provisions of Section 75 of the Civil Service Law shall be applicable to the following non-instructional personnel: all permanent employees working twenty (20) hours or more plus all Bus Drivers working seventeen and one-half (17 ½) hours or more on a weekly basis who have completed three (3) full years of service in the Canastota Central School District.
- H. Hourly Cafeteria Uniform Allowance = One Hundred (\$100) per year, paid by October 1, of each year.
- I. All regular full-time drivers and bus aides will be compensated at their normal hourly rate for all time spent in attendance at safety meetings that have been mandated by the State or Canastota Central School District.
- J. When school is closed due to inclement weather, office staff will be allowed to arrive at school one-half (1/2) hour late than the usual starting time.
- K. Any bus driver may request the District to reimburse him/her for the reasonable cost of replacement or repair of clothing damaged or destroyed while the employee was acting in the discharge of assigned duties. Such claim for reimbursement shall be submitted to the Assistant Superintendent or his/her designee for approval/disapproval and his/her decision shall not be subject to the grievance procedure.
- L. The District shall hold its employees harmless against any and all claims, demands, suits and any other forms of liability that may arise from or by reason of any action taken by the employee in the performance of his/her job duties. For purposes of this section, District responsibility for the defense of and liability for employee conduct shall apply only to actions of any employee taken within the scope of their job duties and responsibilities.
- M. The District shall reimburse all drivers who have more than one full year of service with the District the cost of their New York State license renewal.
- N. The District shall reimburse all nurses who have more than one full year of service with the District the cost of their New York State license renewal.
- O. Meal reimbursement for bus drivers taking overnight trips shall be as follows:

<u>Trips leaving before</u>	<u>and returning after</u>	<u>Amount</u>
7:30 a.m.	10:30 a.m. up to	\$ 4.00 breakfast
10:00 a.m.	1:30 p.m. up to	\$ 6.00 lunch
4:00 p.m.	7:00 p.m. up to	\$10.00 dinner

Receipt for meals must accompany request for payment in order to receive reimbursement.

P. Any full-time employee who has successfully completed three years of service is encouraged to enroll in courses of education relevant to his/her position and job duties with the District subject to the following terms and conditions.

1. An educational reimbursement form must be completed and submitted for written approval by the Business Administrator prior to enrolling in the course.
2. Courses must be specifically job related and taken to improve on-the-job performance.
3. Requests will be approved when the education or training is considered to be job related and budgeted funds are available.
4. Receipt(s) for tuition (fees, books) must be submitted along with a statement from the educational institution acknowledging successful completion of the approved courses of study.
5. No one employee may take more than two courses per year.
6. Students earning a grade of "A" or "B", shall receive up to \$200.00.
7. There will be no reimbursement for a grade less than "B".
8. The course, workshop, seminar taken must be given by a New York State Education Department accredited institution.
9. No course is to be taken during normal working hours.

Q. 1. There shall be no loss of present employment by permanent employees as a result of the District's exercise of its right to contract for goods and services.

**R. Annual Performance Review**

Each employee covered under this contract shall be evaluated annually. It is understood between the parties that the evaluation procedure is an ongoing process, which does not always allow advance notice of observations by the supervisor. The evaluation process shall consist of:

- a. A written evaluation report on a standard form signed by the supervisor. The current form is attached as an attachment.
- b. A conference held between the employee and supervisor during which the report is discussed.
- c. At the conclusion of the conference, the employee will be asked to sign the form as an indication that he/she has seen it and will be provided with an opportunity to respond. One copy of the signed report will be given to the employee, one retained by the supervisor and one forwarded to the Superintendent of Schools for inclusion in the personnel file.

- d. Employee evaluations, which are less than satisfactory, may prohibit Step Entitlement for that year. Should CSEA find disagreement with evaluations that affect Step Entitlement then said disagreements shall be resolved through the Grievance Procedure Article XIV. These disagreements shall be initiated at Step II. Should disagreements over evaluations result in arbitration, the party losing the decision shall be responsible for the arbitrator's fees.
  
- S. The District shall provide all Food Service Employees with an annual physical at no cost to the employee including the costs of any scans, tests and blood-work requested by the physician. Any question about fitness for duty that arises from the annual physical will proceed in accordance with Civil Service Law Section 72.

## **ARTICLE XI**

### **Association Leave**

The Board of Education agrees to provide the Association with a total of two (2) days per year noncumulative leave for the purpose of Association Business. The use of this leave is restricted to attendance at regional and/or state conventions and meetings.

## **ARTICLE XII**

### **Out of Title Work**

Employees working in a higher paying job title for a period of over fifteen (15) consecutive workdays will receive the base rate of the higher title or their current rate, whichever is greater.

## **ARTICLE XIII**

### **Layoff and Recall Procedure**

#### **Reductions in Full-Time, Non-Competitive and Labor Class Positions:**

##### **A(1) Seniority**

For the purposes of this Article, seniority shall be defined as the length of an employee's continuous service with the District since the last date of permanent appointment to a full-time position. In the event that two (2) or more employees have been hired on the same day, seniority standing shall be assigned in alphabetical order. Layoff and recall shall be strictly within Civil Service classification.

##### **A. (2) Layoff and Recall**

Subject to ability and fitness to perform the job, layoff of employees shall be in order of seniority with the least senior employee being laid off first. Recall shall be in the inverse order of layoff and no new employees shall be hired in these positions until all employees on layoff have been offered an opportunity to return to work.

A person laid off will be placed on a preferred list for a period not to exceed two (2) years. Upon initiating a recall from layoff, the employee will be notified by certified mail at their last known address. If the employee can not be contacted or does not respond to their notice within ten (10) days, his/her rights to recall are automatically waived.

##### **B. Reduction in Work Hours – Cafeteria**

The District in any situation in which a cafeteria employee's work hours are reduced during the work year will consider seniority. An attempt will be made to allow such employee to displace a less senior employee within their job classification who has more work hours. Seniority shall be defined as the length of the employee's continuous service with the District since the last date of permanent appointment.

## **ARTICLE XIV**

### **Grievance Procedure**

#### **A. Definitions:**

##### **1. Grievance**

A grievance shall be defined as a dispute concerning the interpretation, application or claimed violation of the Articles of this Agreement.

**2. Grievant**

A grievant shall be defined as any employee covered by this Agreement. All grievances must be signed by the grievant. The Association shall have the exclusive right to represent the grievant at Steps II-V.

**3. Waiver of Procedure**

If the grievant seeks relief of the alleged violation in any other form, he/she waives his/her right to this grievance procedure.

**4. Time Limits**

a) If the grievant does not appeal within the prescribed time limits, the grievance will automatically be withdrawn.

b) If the Employer fails to respond to the grievance within the prescribed time limits at the given step, then the grievant may elect to proceed to the next step of the grievance procedure.

**B. Step I**

The grievance shall be presented in writing to the grievant's immediate supervisor not more than thirty (30) calendar days after the date on which the violation occurred. The immediate supervisor shall reply to the grievant within thirty (30) calendar days.

**C. Step II**

In the event that the immediate supervisor's reply is unsatisfactory to the grievant, a written appeal may be presented to the Assistant Superintendent not more than five (5) calendar days after the date of the Step I decision. The Assistant Superintendent will render a decision to the grievant within five (5) working days.

**D. Step III**

If the Step II decision is unsatisfactory to the grievant, a written appeal may be presented to the Superintendent of Schools within five (5) calendar days after the date of the Step II decision. The Superintendent will conduct a meeting to review the facts of the grievance within ten (10) working days. The Superintendent will then render his/her decision within ten (10) working days after the meeting.

**E. Step IV-Arbitration**

1. If the grievance is not resolved at Step III, the grievant, with the approval of the Association, may present written notice to the Superintendent within fifteen (15) calendar days of the decision of Step III to submit said grievance to arbitration.



2. The selected arbitrator will hear the grievance promptly and will issue his/her ruling to the grievant and the Board of Education within twenty (20) calendar days after the conclusion of the hearing. The arbitrator's ruling will be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues.
3. The arbitrator shall have no power or authority to make any ruling, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
4. The recommendations of the arbitrator shall be final and binding on all matters, except for matters of employee dismissal and/or discipline or on the Bus Driver's Manual, which shall be subject only to advisory arbitration and final action by the Board of Education.
5. The cost for the services of the arbitrator including expenses, if any, will be borne equally by the Board of Education and the C.S.E.A. Any additional cost incurred by the parties will be borne by the party incurring said cost.

**F. Step V**

Within twenty (20) workdays after receipts of the advisory arbitrator's recommendation, the Board of Education will convene in executive session to review the grievance and the advisory arbitrator's recommendations. The Board will render its decision within ten (10) working days after the conclusion of this meeting. The decision of the Board will be final and binding on all parties and not subject to further proceedings.

**ARTICLE XV**

**Board of Education Policy and Authority**

Except as expressly limited by provisions of this Agreement, the authority, rights and responsibilities delegated, under the law, to this Board are retained by said Board, including but not limited to the right to:

1. Determine program, objectives and policies of the School District;
2. Determine the facilities, methods and personnel required;
3. Approve the selection, hiring, appraisal, promotion, assignment, discipline, transfer and discharge of employees, as permitted by law;
4. Establish, classify and allocate new positions and reclassify and reallocate existing positions, as the law permits; and
5. Do all else the law may dictate, require or permit this Board in the discharge of its duties to provide education within this public school district.

It is understood and agreed that the Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this Agreement. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stop-pages by public employees during the duration of this Agreement.

This Agreement shall constitute the full and complete commitment between both parties and may altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed agreement.

If any provision of this Agreement is, or shall at any time, be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect. Such illegal portions shall be subject to re-negotiations.

## **ARTICLE XVI**

### **Taylor Law Amendment, Section 204-a Agreements Between Public Employers and Employee Organizations**

- A. "It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."
- B. "Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification."
- C. "Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee thereafter shall, upon each employment, be furnished with a copy of the provisions of this section."

**ARTICLE XVII**

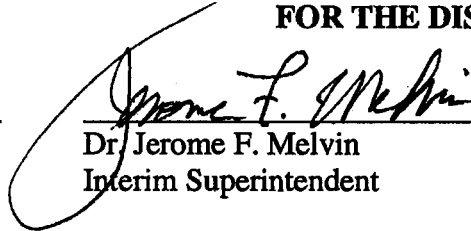
The provisions of this Agreement shall be effective as of the date of July 1, 2003, and shall remain in full force and effect until June 30, 2006.


IN WITNESS WHEREOF, the parties have signed this document this      day of      ,  
2004.

**FOR C.S.E.A.**

  
\_\_\_\_\_  
Richard Britton  
Labor Relations Specialist

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Dr. Jerome F. Melvin  
Interim Superintendent

  
\_\_\_\_\_  
Thomas Seeber, Unit President

**NON-INSTRUCTIONAL PERSONNEL-EVALUATION FORM  
CANASTOTA CENTRAL SCHOOL  
CANASTOTA, NY 13032**

Name \_\_\_\_\_ Position \_\_\_\_\_ Location \_\_\_\_\_

SUPERVISOR OR ADMINISTRATOR: Check one for each category

**1. PERSONAL APPEARANCE**

Excellent	Good	Fair	Poor	Unsatisfactory

Personal appearance is demonstrated by the employee's cleanliness, grooming, neatness and appropriate dress during the performance of his/her job.

Comments:

**2. ATTITUDE**

Excellent	Good	Fair	Poor	Unsatisfactory

Attitude is the demonstrated personal feeling an employee has toward the job and the people he/she comes in contact with on a daily basis.

Comments:

**3. COOPERATION**

Excellent	Good	Fair	Poor	Unsatisfactory

Cooperation is the demonstrated willingness to help that an employee shows toward the public, other employees, supervisors, teachers and student he/she may come in contact with.

Comments:

**4. DEPENDABILITY**

Excellent	Good	Fair	Poor	Unsatisfactory

Dependability is being punctual coming to work on a regular basis and doing the required job with a minimum amount of supervision.

Comments:

**5. ALERTNESS**

Excellent	Good	Fair	Poor	Unsatisfactory

Alertness is the ability to an employee to grasp instructions, deal with changing conditions and to solve problems.

Comments:

**6. STABILITY**

Excellent	Good	Fair	Poor	Unsatisfactory

Stability is the demonstrated ability of an employee to accept the pressure of his/her job and to react in a reasonable manner in an emergency situation.

Comments:

**7. KNOWLEDGE**

Excellent	Good	Fair	Poor	Unsatisfactory

Knowledge is the information an employee must know for satisfactory performance of his/her job.

Comments:

**8. COURTESY**

Excellent	Good	Fair	Poor	Unsatisfactory

Courtesy is the polite manner that an employee demonstrates in his/her dealings with anyone relative to his/her position.

Comments:

9. PHYSICAL FITNESS

Excellent	Good	Fair	Poor	Unsatisfactory

Physical fitness is the demonstrated ability to carry out (physically and mentally) the requirements of the position in a healthy and energetic manner.

Comments:

10. SAFETY AWARENESS

Excellent	Good	Fair	Poor	Unsatisfactory

Safety awareness is the daily consciousness and activity of an employee to strive for his/her own safety and the well-being of the students and all others on a daily basis.

Comments:

SUMMARY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Supervisor/Administrator's Signature  
\_\_\_\_\_  
Date Employee's Signature

**NOTE: Employee's signature does not imply agreement, but merely indicates that the individual has seen this evaluation.**

EMPLOYEE'S COMMENT (Optional) \_\_\_\_\_  
\_\_\_\_\_

**Canastota Central School District**  
**CSEA Unit**  
(2003 - 2004)

(+ 3.50%)

TITLE	(Minimum)	Step 2	Step 3	(Maximum)	Spread	Increment
	Step 1			Step 4		
Food Service Helper	\$ 7.81	\$ 8.63	\$ 9.44	\$ 10.25	\$ 2.43	\$ 0.81
Attendance Aide	\$ 8.59	\$ 9.18	\$ 9.76	\$ 10.35	\$ 1.76	\$ 0.59
Library Aide	\$ 8.59	\$ 9.18	\$ 9.76	\$ 10.35	\$ 1.76	\$ 0.59
Teacher Aide	\$ 8.59	\$ 9.18	\$ 9.76	\$ 10.35	\$ 1.76	\$ 0.59
Cook	\$ 8.69	\$ 10.02	\$ 11.34	\$ 12.66	\$ 3.96	\$ 1.32
School Bus Attendant	\$ 9.67	\$ 10.19	\$ 10.71	\$ 11.23	\$ 1.56	\$ 0.52
School Monitor	\$ 9.67	\$ 10.19	\$ 10.71	\$ 11.23	\$ 1.56	\$ 0.52
Office Assistant 1	\$ 9.72	\$ 10.89	\$ 12.06	\$ 13.24	\$ 3.52	\$ 1.17
Cleaner	\$ 10.46	\$ 11.81	\$ 13.15	\$ 14.50	\$ 4.04	\$ 1.35
Office Assistant 2	\$ 11.41	\$ 12.76	\$ 14.12	\$ 15.47	\$ 4.07	\$ 1.36
Groundsperson	\$ 11.92	\$ 13.36	\$ 14.80	\$ 16.24	\$ 4.32	\$ 1.44
Building Maintenance Helper	\$ 13.32	\$ 14.74	\$ 16.16	\$ 17.57	\$ 4.25	\$ 1.42
Computer Services Tech	\$ 14.06	\$ 14.53	\$ 15.00	\$ 15.47	\$ 1.42	\$ 0.47
Building Maintenance Mechanic	\$ 14.28	\$ 16.21	\$ 18.14	\$ 20.07	\$ 5.79	\$ 1.93
Bus Driver	\$ 14.36	\$ 15.34	\$ 16.32	\$ 17.29	\$ 2.94	\$ 0.98
Registered Nurse	\$ 19.06	\$ 21.30	\$ 23.53	\$ 25.76	\$ 6.70	\$ 2.23

**Canastota Central School District**  
**CSEA Unit**  
(2004 - 2005)

(+ 3.50%)

TITLE	(Minimum) Step 1	Step 2	Step 3	(Maximum) Step 4	Spread	Increment
Food Service Helper	\$ 8.09	\$ 8.93	\$ 9.77	\$ 10.61	\$ 2.52	\$ 0.84
Attendance Aide	\$ 8.89	\$ 9.50	\$ 10.11	\$ 10.71	\$ 1.82	\$ 0.61
Library Aide	\$ 8.89	\$ 9.50	\$ 10.11	\$ 10.71	\$ 1.82	\$ 0.61
Teacher Aide	\$ 8.89	\$ 9.50	\$ 10.11	\$ 10.71	\$ 1.82	\$ 0.61
Cook	\$ 9.00	\$ 10.37	\$ 11.73	\$ 13.10	\$ 4.10	\$ 1.37
School Bus Attendant	\$ 10.01	\$ 10.54	\$ 11.08	\$ 11.62	\$ 1.62	\$ 0.54
School Monitor	\$ 10.01	\$ 10.54	\$ 11.08	\$ 11.62	\$ 1.62	\$ 0.54
Office Assistant 1	\$ 10.06	\$ 11.27	\$ 12.49	\$ 13.70	\$ 3.64	\$ 1.21
Cleaner	\$ 10.83	\$ 12.22	\$ 13.62	\$ 15.01	\$ 4.18	\$ 1.39
Office Assistant 2	\$ 11.80	\$ 13.21	\$ 14.61	\$ 16.01	\$ 4.21	\$ 1.40
Groundsperson	\$ 12.34	\$ 13.83	\$ 15.32	\$ 16.81	\$ 4.47	\$ 1.49
Building Maintenance Helper	\$ 13.79	\$ 15.25	\$ 16.72	\$ 18.19	\$ 4.40	\$ 1.47
Computer Services Tech	\$ 14.55	\$ 15.04	\$ 15.53	\$ 16.01	\$ 1.47	\$ 0.49
Building Maintenance Mechanic	\$ 14.78	\$ 16.78	\$ 18.78	\$ 20.77	\$ 5.99	\$ 2.00
Bus Driver	\$ 14.86	\$ 15.87	\$ 16.89	\$ 17.90	\$ 3.04	\$ 1.01
Registered Nurse	\$ 19.73	\$ 22.04	\$ 24.35	\$ 26.66	\$ 6.93	\$ 2.31



# Canastota Central School District

## CSEA Unit

(2005 - 2006)

(+ 3.50%)

TITLE	(Minimum)	Step 2	Step 3	(Maximum)	Spread	Increment
	Step 1			Step 4		
Food Service Helper	\$ 8.37	\$ 9.24	\$ 10.11	\$ 10.98	\$ 2.61	\$ 0.87
Attendance Aide	\$ 9.20	\$ 9.83	\$ 10.46	\$ 11.09	\$ 1.88	\$ 0.63
Library Aide	\$ 9.20	\$ 9.83	\$ 10.46	\$ 11.09	\$ 1.88	\$ 0.63
Teacher Aide	\$ 9.20	\$ 9.83	\$ 10.46	\$ 11.09	\$ 1.88	\$ 0.63
Cook	\$ 9.31	\$ 10.73	\$ 12.14	\$ 13.56	\$ 4.25	\$ 1.42
School Bus Attendant	\$ 10.36	\$ 10.91	\$ 11.47	\$ 12.03	\$ 1.67	\$ 0.56
School Monitor	\$ 10.36	\$ 10.91	\$ 11.47	\$ 12.03	\$ 1.67	\$ 0.56
Office Assistant 1	\$ 10.41	\$ 11.67	\$ 12.92	\$ 14.18	\$ 3.77	\$ 1.26
Cleaner	\$ 11.21	\$ 12.65	\$ 14.09	\$ 15.53	\$ 4.32	\$ 1.44
Office Assistant 2	\$ 12.22	\$ 13.67	\$ 15.12	\$ 16.58	\$ 4.36	\$ 1.45
Groundsperson	\$ 12.77	\$ 14.31	\$ 15.85	\$ 17.40	\$ 4.62	\$ 1.54
Building Maintenance Helper	\$ 14.27	\$ 15.79	\$ 17.31	\$ 18.83	\$ 4.56	\$ 1.52
Computer Services Tech	\$ 15.06	\$ 15.56	\$ 16.07	\$ 16.58	\$ 1.52	\$ 0.51
Building Maintenance Mechanic	\$ 15.30	\$ 17.37	\$ 19.43	\$ 21.50	\$ 6.20	\$ 2.07
Bus Driver	\$ 15.38	\$ 16.43	\$ 17.48	\$ 18.53	\$ 3.15	\$ 1.05
Registered Nurse	\$ 20.42	\$ 22.81	\$ 25.20	\$ 27.60	\$ 7.17	\$ 2.39

## **CANASTOTA CENTRAL SCHOOL DISTRICT**

### **Definition of Step**

**STEP 1** Shall include the time period from the initial date of hire and/or date in title through the completion of the fifth (5<sup>th</sup>) year.

**STEP 2** Shall include the time period from the first (1<sup>st</sup>) day of the beginning of the sixth (6<sup>th</sup>) in title through the completion of the thirteenth (13<sup>th</sup>) year.

**STEP 3** Shall include the time period from the first (1<sup>st</sup>) day of the beginning of the fourteenth (14<sup>th</sup>) in title through the completion of the nineteenth (19<sup>th</sup>) year.

**STEP 4** Shall include the time period from the first (1<sup>st</sup>) day of the beginning of the twentieth (20<sup>th</sup>) year and all following years.

1. Movement to the next higher step shall commence on July 1 (one), which directly follows the completion of Steps 1, through 4 as stated above, pursuant to Article X Section R of the Collective Bargaining Agreement.
2. The District reserves the right to hire within the step plan contingent upon qualifications and prior experience.

