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AGREEMENT

by and between the

BOARD OF EDUCATION

of the

**CITY SCHOOL DISTRICT OF THE
CITY OF NORTH TONAWANDA**

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**

Local 1000, AFSCME, AFL-CIO

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

CSEA

**The North Tonawanda City School District Clerical, Nursing
and Teacher Aide Unit #7686**

Local 872

July 1, 2003 - June 30, 2007

145



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PREAMBLE

This Agreement entered into this first day of July 2003, by and between the Board of Education of the City of North Tonawanda, New York, hereinafter sometimes referred to as the "Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the North Tonawanda School District Clerical, Nursing and Teacher Aide Unit #7686, Local #872, hereinafter sometimes referred to as the "Union".

WITNESSETH

WHEREAS, the Union is an organization duly registered by the Board of Education as an organization representing Clerical, Nursing and Teacher Aide Personnel of the District in negotiations with the Board of Education under the Public Employees Fair Employment Act of 1967; and

WHEREAS, the Union is deemed by the Board of Education to have in all ways complied with the requirements of the Public Employees Fair Employment Act of 1967 and the applicable regulations of the Public Employment Relations Board governing the recognition or representative employees; and

WHEREAS, the Board of Education recognized the Union as the exclusive representative organization representing Clerical, Nursing and Teacher Aide Personnel of the District such recognition being hereby renewed and extended as indicated in Article 1 of this Agreement; and

WHEREAS, the parties have agreed to negotiate in good faith with respect to salaries, wages, hours and other terms and conditions of employment, and

WHEREAS, the parties following extended and deliberate negotiations, characterized by good faith and mutual respect and understanding, have reached certain Agreements which they desire to reduce to writing, now therefore:

ARTICLE 1 - RECOGNITION AND MEMBERSHIP

1.1 The Board hereby reaffirms its recognition of the Union as the sole and exclusive representative organization and representing Clerical, Nursing, Child Care Worker, and Teacher Aide Personnel other than the Secretary to the Superintendent, School District Treasurer, Payroll Clerk, Typist (Personnel) and Account Clerk Typist (Assistant Superintendent for Administrative Services) in negotiations conducted under the Public Employees Fair Employment Act of 1967 and grants the Union all rights and privileges to which representative organizations are entitled under the Act and under the regulations of the New York Public Employment Relations Board. Unless specified, Teacher Aide shall include Child Care Worker. The Board agrees that the Union shall be entitled to unchallenged exclusive recognition status on behalf of the employees covered under the bargaining unit for the term of this agreement.

- 1.2 The Officers of the Union assert that they are familiar with the provisions of the Public Employees Fair Employment Act with respect to strikes by public employees and that on behalf of the Union they absolutely and unconditionally renounce the right of any Association or individual members to strike against any government, to assist or participate in a strike.
- 1.3 The Association agrees to admit to membership all employees in the above-named class of employment without discrimination with regard to race, color, creed or national origin, and affirms that all requirements for admission to membership in the Association are otherwise not in conflict with the requirements of the Public Employees Fair Employment Act of 1967, and other applicable statutes and regulations.

ARTICLE 2 - RIGHTS OF CSEA

2.1 Dues Deduction

The Board shall deduct membership fees and other authorized deductions on a biweekly basis from those employees of the District who have signed the appropriate payroll deduction authorization cards permitting such deductions and shall remit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224 and/or its designated agent. The Board agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for the employees in the unit and shall not extend this privilege to any other labor union or organization.

2.2 Agency Fee

CSEA, having been recognized or certified as the sole and exclusive representative for all employees included in the collective bargaining unit as set forth in Article 1 of this contract, shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that he or she is now transmitting the dues paid by employees who are members. All agency shop fees deducted shall be sent to the CSEA at the address set forth in Section 1 of this Article.

The Agency Shop deduction shall be accompanied by a list indicating the name and address of those employees who are not members of CSEA

2.3 Save Harmless

The CSEA shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of any action taken or not taken

by the District to comply with the terms of this Article, or in reliance on a certification issued by the CSEA, except the failure of the District to furnish the CSEA monies deducted pursuant to this Article.

2.4 Union Business Leaves

- (a) The Union shall be granted a maximum of ten (10) days leave during each school year of this contract for the purpose of officers attending Union meetings. The Union President shall be required to inform the Superintendent not less than three (3) days in advance of this intended leave, whenever possible.
- (b) The Union members using these days shall receive regular pay for the period of this leave, but the Union shall reimburse the Board of Education for any substitute service necessary for the employees on leave at the current substitute rate, for any overtime paid or any other District out-of-pocket expenses to the District, if required.

ARTICLE 3 - DEFINITION OF "YEAR"

3.1 Definition of Year

Unless otherwise specified, references to "Year" in this contract shall refer to the fiscal year of the Board of Education, July 1 through June 30.

3.2 Definition of Full-Time Teacher Aide

Full-time Teacher Aides shall be defined as any Aide who works at least twenty-five (25) hour per week.

3.3 Definition of Full-Time Typists

Full-time clerical employees shall include those holding competitive Civil Service Classification.

3.4 Definition of Full-Time School Nurse

School Nurse shall be defined as any Nurse working more than 3.5 hours/day or 17.5 hours/week.

3.5 Definition of "Days" Teacher Aides

The term "Days" as used for leave benefits shall be defined as a Teacher Aide's regularly scheduled day.

3.6 Nurse Workyear

The workyear for Nurses shall be the same as for 10-month Clerical employees.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union and the employees agree that except as expressly limited by other provisions of this Agreement all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to the right to establish rules, regulations and procedures for its employees to follow for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property. It is understood and agreed that such rules, regulations and procedures may be amended or changed from time to time at the complete discretion of the District, and that any such amendment or change shall not be used to avoid any of the provisions of this Agreement. The Union will receive written notice of any rules, regulations or procedures or any amendment or change prior to the effective date of implementation.

ARTICLE 5 - HOSPITALIZATION AND MEDICAL/SURGICAL INSURANCE

5.1 (a) Full Time Clerical and Nursing Employees

- (1) The District shall provide 100% of the individual or family coverage under an indemnity plan (currently coverage to be provided through a self-insured NOVA Program - #46384) and 100% of the cost of major medical insurance program for employees hired as full-time Clerical and Nursing personnel prior to January 1, 1996 with prescription drug rider with contraceptives at \$7-\$15-\$30 employee co-pay as provided by Independent Health or the most equivalent co-payment prescription offered by Independent Health. Participation in the indemnity plan is limited to full-time employees hired prior to January 1, 1996.
- (2) Employees hired as full-time Clerical and Nursing personnel between January 1, 1996 and September 15, 1999 shall be entitled to fully paid HMO plans (Univera Preferred with a \$7-\$15-\$35 prescription drug co-payment, Independent Health Encompass B (G355) with a \$7-\$15-\$30 prescription drug co-payment, or Community Blue 202/202 Plus, with a \$7-\$15-\$35 prescription drug co-payment or the most equivalent co-payment prescription plan offered by the HMO.)
- (3) Full-time Clerical and Nursing personnel hired on or after September 15, 1999 shall pay ten percent (10%) of the cost of coverage of a Health Maintenance Organization (HMO)/Preferred Provider Organization (PPO) (Univera Preferred with a \$7-\$15-\$35 prescription drug co-payment, Independent Health Encompass B (G355) with a \$7-\$15-\$30 prescription drug co-payment, or Community Blue 202/202 Plus, with a \$7-\$15-\$35 prescription drug co-payment or the most equivalent co-payment prescription plan offered by the HMO.)

(b) Teacher Aide

In accordance with the schedule described below the District will contribute toward the cost of single coverage or family group health insurance for each full-time Teacher Aide in his/her fourth year of service in the District or has a minimum of three continuous years of service in the District covered under the terms of this contract and who opts, in writing, for such coverage:

	<u>Single</u>	<u>Family</u>
At ratification	\$130	\$160
7/05	\$145	\$170
7/06	\$150	\$175

5.2 Terms of Health and Major Medical Coverage

- (a) The District maintains the right to discontinue Cosmetic Surgery coverage if agreement to discontinue such coverage is reached with any other District bargaining unit.
- (b) The District may change health insurance carriers so as to select an alternate plan to provide comparable coverage so long as:
 - (1) The Union is advised ninety (90) days prior to the proposed change and is involved with the proposed change;
 - (2) Any questions regarding the issue of comparability between two or more plans shall be resolved through the use of the grievance procedure (beginning with Step 2).

Should the issue be the subject of an arbitration, the arbitrator shall be charged with authority to address the issue of comparability and to rule what, if any, changes are necessary in order to make the plan(s) at issue comparable. The decision of the arbitrator shall serve as final authority on the issue(s) before him.

5.3 Indemnity Plan Protections

- (a) The confidentiality of individual subscriber claims shall not be violated. The Claims Administrator will take all reasonable precautions to prevent disclosure of the use of Claims information for a purpose unrelated to the administration of the plan. The Claims Administrator will only release this information for certificate of need reviews; for medical necessity determination; to use in claims analysis; to verify eligibility, to comply with federal, state or local laws; for coordination of benefits; for subrogation, in response to a civil or criminal action upon issuance of a subpoena; or with the written consent of the plan participant or his or her legal representation.

- (b) Prior to November 1, the District will annually certify to CSEA that it has observed State Education Department requirements related to the payment of claims and administrative expenses associated therewith.
- (c) In the event of disputes over benefit entitlements, the following Claims Review Procedure will apply:

In cases where a claim for benefits payment is denied in whole or in part, the plan participant may appeal the denial. This appeal provision will allow the plan participant to:

- (i) Request from the Plan Administrator a review of any claim for benefit. Such request must include: the name of the employee, his or her Social Security number, the name of the patient and the Group Identification Number, if any.
- (ii) File the request for review in writing, stating in clear and concise terms the reason or reasons for this disagreement with the handling of the claim.

The request for review must be directed to the Plan Administrator or the Claims Administrator within 60 days after the claim payment date or the date of the notification of denial of benefits.

A review of the denial will be made by the Claims Administrator. Where necessary, the Administrator will seek an independent review of the case by a provider of the same speciality or type. The results of the independent review will be used to support or reverse the original decision. In cases where the opinions do not agree, it may be necessary for a third review. The Claims Administrator will provide the plan participant with a written response within 60 days of the date the Claims Administrator received the plan participant's written request for review. If because of extenuating circumstances, the Claims Administrator is unable to complete the review process within 60 days, the Claims Administrator shall notify the plan participant of the delay within the 60 day period and shall provide a final written response to the request for review within 120 days of the date the Claims Administrator received the plan participant's written request for review.

The Claims Administrator's written response to the plan participant shall cite the specific plan provision(s) upon which the denial is based.

A plan participant must exhaust the claims appeal review procedure before filing a suit for benefits.

The Self Insurance Plan will provide substantially the same benefits if any are mandated by the New York State Insurance Department.

- (d) Except for claims covered by the above described Claims Review Procedure, disputes over the meaning, application, or alleged breach of this Agreement will be subject to the grievance procedure.

5.4 When Insurance Coverage Begins and Ends

Health/major medical insurance coverage for active employees eligible for such benefit will commence on the first of the month following the successful completion of the probationary employment with the District as provided in Section 18.1 of this agreement. Coverage terminates with the month in which the last service is rendered. During the period of active employment, coverage shall be on a twelve (12) month basis.

5.5 Waiver (Clerical and Nursing Employees Only)

- (a) Clerical and nursing employees eligible for health insurance coverage shall be eligible for a maximum of one family plan health coverage per family. If the unit member is eligible for coverage under his/her spouse's insurance plan, and where such plan provides coverage which is comparable to or better than that provided by the District, the unit member shall not be eligible for coverage through the District, and must take the waiver option described below.
- (b) Clerical and nursing employees who either elect to waive health insurance coverage, or are ineligible for such coverage pursuant to 5.5(a) above shall receive:
 - (1) Upon ratification \$1000 for the completed year for employees to be paid in accordance with Section 27.2 of the Agreement;
 - (2) A fractional share of the waiver amount otherwise due pursuant to (1) above if the health insurance coverage was not waived for the full year.
- (c) Employees utilizing the waiver must sign a waiver form (Appendix A) which states that he/she has elected to take the waiver monies in lieu of health coverage.

5.6 Health Maintenance Organization (HMO)/Preferred Provider Organization (PPO)

The District agrees that each eligible employee covered by this Agreement shall be entitled to select, on an annual basis, a subscription to either the basic health care plan noted in Section 5.1(a)(1) above or an HMO/PPO. For Clerical and Nursing employees hired prior to September 15, 1999, the District shall contribute on behalf of each employee selecting an HMO/PPO an amount up to the amount which the District would have contributed for the basic health insurance program noted in Section 5.1(a)(1) above. The District contributions for Teacher Aides and for Clerical or Nursing employees hired

on or after September 15, 1999 shall be determined in accordance with Section 5.1(a)(3) and 5.1(b).

5.7 Other Insurance

The District shall pay the Union:

\$18,000	2003-2004
\$18,000	2004-2005
\$22,000	2005-2006
\$23,000	2006-2007

to provide dental and/or vision insurance for its membership. Payment shall be made in July of the covered year.

Administration of any benefits under this provision shall be the sole responsibility of the Union including but not limited to plan or benefit selection, determination of eligibility and benefits enrollment and termination and maintenance of funds. Any decision by the Union with regard to the administration of these benefits shall be non-grievable upon the District.

The Union shall provide the District with an annual report concerning the expenditure of these funds.

- 5.8 The District agrees to offer a FLEX spending 125 plan to Union members if such plan is provided to another bargaining unit within the District. Participation shall strictly be voluntary.

ARTICLE 6 - HOLIDAYS

- 6.1 It is agreed that twelve (12) month salaried employees covered by this Agreement shall receive the following ten (10) days as paid holidays, with the remaining six (6) paid holidays to be designated by the Association from the school calendar year. It is understood that the optional days shall be part of the regular school holidays.

<u>HOLIDAY</u>	<u>NUMBER OF DAYS</u>
Independence Day	1
Labor Day	1
Columbus Day	1
Veterans Day	1
Thanksgiving Day	1
Christmas Day	1
New Years Day	1
Martin Luther King Day	1
Good Friday	1

<u>Memorial Day</u>	<u>1</u>
TOTAL	10

6.2 Teacher Aides

Full-time Teacher Aides shall be eligible for the paid holidays listed below:

Thanksgiving Day
 Christmas Day
 New Year's Day
 Memorial Day

ARTICLE 7 - VACATIONS

7.1 Full-time twelve (12) month salaried Clerical employees shall be entitled to vacation as follows in each year of this contract:

- (a) In the first fiscal year of employment, no vacation. In the second fiscal year of employment, one (1) day of vacation for each month of employment in the first year, up to a maximum of eleven (11) days.
- (b) In the third through the seventh year of employment, inclusive, eleven (11) days of vacation.
- (c) In the eighth through the fourteenth year of employment, inclusive, sixteen (16) days of vacation.
- (d) Beginning with the fifteenth year of employment, twenty-one (21) days of vacation.

If the employee's service in the first fiscal year in which he is employed entitled him to six (6) or more days of vacation in the second fiscal year in which he is employed, then the first fiscal year in which he is employed shall count as a full year of service for computing eligibility for vacation benefits.

7.2 If a holiday(s) falls within the vacation period of an employee, the employee shall be allowed to extend his or her vacation period by the holiday(s) falling within such period.

7.3 If a ten-, ten and one-half-, or eleven-month Clerical employee becomes a full-time twelve-month Clerical employee, each year of service as a ten-, ten and one-half-, or eleven-month Clerical employee shall immediately equal one (1) day vacation per year up to a maximum of ten (10) days for the first year in the twelve-month Clerical position. Each subsequent year shall be governed by the provisions of Section 7.1, above. This shall be prorated if the move is made during the year. In the event a Teacher Aide, exclusive of Child Care Workers, becomes a twelve-month Clerical employee, he/she will be credited with one (1) day of vacation for every year of credited service as a

Teacher Aide, exclusive of Child Care Worker service, to a maximum of ten (10) days credit. To receive this credit, service to the District must be continuous. This credit shall be a one time allowance granted at the time of conversion and shall be in addition to any other credit granted in Section 7.3

- 7.4 Upon death, retirement or other type of separation from service, the employee or his/her beneficiary or estate shall be paid for all unused accrued vacation days including those days earned during the fiscal year in which the separation occurred, at the daily rate of pay the employee was receiving when one of the above events took place.

ARTICLE 8 - SICK LEAVE

8.1 Clerical and Nursing Employees

Each full-time Clerical or Nursing employee hired on or after July 1, 1993, shall be entitled to one and one-quarter ($1\frac{1}{4}$) days of sick leave per month of annual employment to wit: twelve and one-half ($12\frac{1}{2}$) days for ten-month employees per year; thirteen and three-quarter ($13\frac{3}{4}$) days for eleven-month employees per year; and fifteen (15) days for twelve-month employees per year.

Each salaried Clerical or Nursing employee hired prior to July 1, 1993, shall be entitled to one and one-half ($1\frac{1}{2}$) days of sick leave per month of annual employment, to wit: fifteen (15) days for ten-month employees per year; sixteen and one-half ($16\frac{1}{2}$) for eleven-month employees per year; and eighteen (18) for twelve-month employees per year.

It is agreed that unused sick leave shall be cumulative to two-hundred five (205) days, two-hundred and thirty (230) days, and two-hundred and eighty (280) days, for 10-month (including $10\frac{1}{2}$ -month), 11-month and 12-month employees, respectively.

In the first school year of service, sick leave shall be earned and credited at the rate of one and one-half ($1\frac{1}{2}$) days per month or one and on-quarter ($1\frac{1}{4}$) days for those hired on or after July 1, 1993. If, however, the number of sick days used exceeds those accumulated at the time of use, the appropriate deduction from pay will be made. At the end of the school year, an accounting will be made and the employee will be reimbursed for his sick leave days available and accumulated. Sick leave will be earned but shall not be available for use during an employee's probationary term.

8.2 Per Diem Service and Days to which an Employee is Entitled

The number of days of accumulated sick leave to which Clerical and Nursing employees shall be entitled on July 1 of the period covered by this contract shall be the number of days unused accumulated sick leave to which the Clerical and Nursing employee was entitled at the close of the day preceding the July 1 covered by this contract plus any additional days to which the Employee shall become entitled under the terms of Section 1 of this Article.

8.3 Teacher Aides

Full-time Teacher Aides covered under the terms of this Agreement shall be entitled to seven (7) days of paid sick leave each school year with a maximum accumulation of eighty (80) days. Such leave shall be earned at one (1) day per month up to seven (7) days. Sick leave will be earned but shall not be available for use during an employee's probationary term.

8.4 Sick leave shall not accrue or accumulate during any unpaid leave.

- (a) Any member of the bargaining unit who reaches the sick day cap will be allowed to donate excess days to the sick bank as long as the maximum number of days in the bank are not exceeded.

8.5 Sick Leave Bank

The District agrees to continue the Sick Leave Bank for Teacher Aides, Clerical employees and School Nurses.

(a) Creation

All unit employees wishing to participate in the bank shall donate up to one sick leave day per year to the bank. The maximum number of bank days shall not exceed 400. A form shall be provided by the District for this purpose.

(b) Administration

Use of bank days shall be administered by a joint committee consisting of two (2) CSEA designated representatives and two (2) District representatives. The committee shall promulgate an application form for the use of any bank days by contributing unit members. Action taken by the committee with regard to any application of the use of bank days shall be final and not subject to the grievance procedure herein. Upon request, the CSEA shall provide a usage report to the District.

(c) Bank Day Use

Use of days from the sick leave bank shall be limited to verifiable instances of catastrophic illness or injuries.

To be eligible for use of bank days, the employee:

- (a) must be a contributing member to the bank;
- (b) must first utilize all available leave credits including sick leave (any accumulated sick leave) and vacation time, where applicable.

(d) Maximum Bank Day Usage

The maximum number of days a contributing member is eligible to request is fifty (50) in any one year, or one-hundred (100) over a five-year period. A year shall be July 1 to June 30.

(e) Waiting Period

Employees requesting the use of sick bank days must be absent for a minimum of twenty (20) consecutive work days. Thereinafter, if the employee's request for days is approved by the sick bank committee (in whole or in part), the employee will be granted retroactive use of the approved bank days, up to the maximum waiting period of twenty (20) work days.

(f) Bank Renewal

(a) Unused bank days shall carry forward from year to year, provided that no more than three-hundred and fifty (350) days shall carry forward.

(b) Once the number of bank days drop below three-hundred and fifty (350), the sick bank committee will promulgate a procedure for its renewal. Such procedure must be approved by the District before its implementation.

ARTICLE 9 - RETIREMENT BENEFITS

9.1 It is agreed that the Board of Education will offer retirement benefits under 75-i of the New York State and Local Retirement Systems Employees Retirement Systems (ERS). This provision shall only apply to those employees employed prior to July 27, 1976. For employees employed on or after July 27, 1996, but before September 1, 1983, the Board of Education will offer benefits under the Tier III retirement plan.

Tier IV retirement benefits will be offered to those hired on or after September 1, 1983.

9.2 The Board of Education shall also provide retirement benefits under Rider 41J of the New York State Employees Retirement System.

9.3 Health Insurance for Retirees

The District agrees to provide health coverage as set forth in Section 5.2 at the same cost level as provided for in Sections 5.1 and for any member of the bargaining unit who applies for and begins receiving New York State retirement benefits upon retirement or resignation from the District. Coverage will be provided in accordance with the following formula:

10 years of credited service..... one (1) year of coverage
15 years of credited service..... two (2) year of coverage
20 years of credited service..... three (3) year of coverage
25 years of credited service..... four (4) year of coverage
30+ years of credited service five (5) year of coverage

For credited years in between levels, one (1) year shall equal two (2) months of coverage. For employees who have worked as both Teacher Aides and full-time Clerical positions, credited service shall be determined as follows: two (2) years as a Teacher Aide shall equal one (1) year as a Typist. Employees who have served in both capacities may opt for Section 9.3 benefits under either title.

Coverage will cease upon death of retiree. Termination for cause will exclude the employee from any benefit described herein. Retirees eligible for Medicare will select from retiree plans.

- 9.4 Any employee having reached the age of fifty-five (55) who retires from the District shall receive twenty-five (25) percent of their daily rate at the time of retirement for each day of accumulated sick leave over one-hundred and sixty-five (165).

ARTICLE 10 - PERSONAL LEAVE

10.1 Clerical and Nursing Personnel

- (a) Full-time Clerical and Nursing employees hired prior to July 1, 1993, shall have available up to a maximum of five (5) days per year which may be used for personal business which they cannot accomplish at any time except during the employee's work day. Use of leave days for this purpose in less than one-day increments shall be at the sole discretion of the Superintendent or his designee. Full-time Clerical and Nursing employees hired on or after July 1, 1993, may use up to a maximum of four (4) days for personal business per year.
- (b) Notification for the use of a personal leave day for personal business must be submitted, in writing, on the form annexed to this Agreement as Appendix C. Such notification must be made to the employee's Supervisor not less than three (3) working days prior to its use (unless extenuating circumstances require shorter notice).
- (c) Use of a personal day on the day before or after a holiday or recess period shall be at the sole discretion of the Superintendent or his designee.
- (d) Unused personal leave days as of June 30th of each school year shall be added to the employee's sick leave accumulation effective July 1st of the following school year.

- (e) Absence from work due to religious observance or religious holidays shall be charged against the employee's personal leave days.

10.2 Teacher Aides

Each full-time Teacher Aide of the Unit shall be entitled to the use of two (2) personal leave days during each school year. Use of such leave days shall be in accordance with Section 10.1, above.

ARTICLE 11 - BEREAVEMENT LEAVE

11.1 Clerical and Nursing Employees

Each Clerical and Nursing employee and full-time Teacher Aide covered under this contract shall receive bereavement leave in accordance with the terms set forth below. The Superintendent may request that each occasion be verified.

- (a) Up to five (5) consecutive days bereavement leave with pay (including Saturday and Sunday) are allowed in the event of the death of the employee's brother or sister, or spouse's brother or sister, grandchild or employee's grandparents. If used, one (1) day must be used for attendance of the funeral.
- (b) Up to five (5) consecutive days bereavement leave with pay (excluding Saturdays and Sundays) are allowed in the event of the death of a spouse, a child, parent or spouse's parent. If used, one (1) day must be used for attendance of the funeral.
- (c) Up to five (5) consecutive days bereavement leave with pay (excluding Saturdays and Sundays) are allowed in the event of the death of a person who is a member of the employee's household, regardless of relationship. If used, one (1) day must be used for attendance of the funeral.
- (d) If a current member of the bargaining unit dies, up to three (3) members selected by the bargaining unit may use bereavement leave for one-half (½) day each, with pay, for the purpose of attending the funeral of the deceased member.

ARTICLE 12 - JURY DUTY AND COURT APPEARANCE

12.1 Jury Duty

An employee who has completed the probationary period, who is summoned and is actually required to attend and serve as a juror will be paid the difference between the jury fee and up to eight (8) hours straight time pay per day for time actually lost from work due to such jury duty. Jury duty pay is limited to fifteen (15) work days per contract year, and is applied only to jury service performed during the regular scheduled work week. For employees whose jury duty exceeds the fifteen (15) work day limit, the

Superintendent may in his/her sole discretion approve additional paid days for such jury service, but such discretion shall not be subject to the grievance procedure.

12.2 The employee shall be required to:

- (a) Notify his/her immediate Supervisor as soon as possible, with at least two (2) weeks before the day the employee is required to report for jury service, and if not possible, as soon as possible after receiving the notice to report.
- (b) Return to his/her immediate Supervisor a completed form certified by the court clerk.
- (c) Cooperate with the employer in requesting an excuse or delay from jury service where the employee's absence will adversely affect the employer's operations.
- (d) Report back to work at any time when the employee is free from the responsibilities of jury duty.

12.3 The employee must promptly turn over to the District any payment received (except for monies received as reimbursement for out-of-pocket expenses) after receiving same.

12.4 Court Appearance

- (a) Each Clerical and Nursing employee covered under this contract shall be granted time off from duty without loss of pay when subpoenaed to appear as a witness or when required to appear for the purpose of making a deposition.
- (b) Leave for Court Appearance shall not apply when the employee is a plaintiff or a defendant in any Court action, but absence due to necessity for Court appearance as a plaintiff or a defendant may be charged against personal leave.

ARTICLE 13 - CHILD REARING LEAVE

13.1 Purpose

Subject to the conditions set forth in this Article, child rearing leave may be granted to any employee for the purpose of caring for a child who is a resident in the employee's own home during the period of the leave provided that the employee desires to resume active employment following the expiration of such leave period.

13.2 Advance Written Notice

Where the need for leave can reasonably be anticipated in advance, as in the case of pregnancy, pending adoption, and the like, the employee shall give the Superintendent of Schools written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin.

13.3 Application

- (a) Actual application for the leave shall be submitted to the Superintendent at least thirty (30) calendar days in advance of the first day of the leave whenever possible and in no case later than the fifth (5th) actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control
- (b) The leave of absence will begin on the date specified by the employee in the application, and shall be granted for a period of up to one (1) full year.

13.4 Without Pay

- Child rearing leave is without pay or benefits of any kind.

13.5 Notice of Intent to Return

An employee on leave shall confirm to the Superintendent, in writing, the employee's intent to return on the required day and such writing shall be delivered to the Superintendent not later than the sixtieth (60th) consecutive calendar day prior to the last day of the leave. Failure to give such notice on time shall be deemed to be a voluntary resignation by the Employer which the Board of Education is entitled to accept effective as of the last day of the leave.

13.6 Failure to Return

If the employee fails to file a timely leave application or fails to resume active employment by the end of the granted leave period, the employee will be considered as having voluntarily resigned. The effect of any such resignation shall include permanent severance of employment with the District for all purposes under the law.

13.7 Accumulation of Seniority or Service Credit

- (a) Probationary service credit or seniority will not be granted for any period of time spent on child rearing leave.
- (b) When employees return from child rearing leave, they shall be re-credited with all time accumulated benefits which they had accumulated as of the day prior to the first day of their leave.
- (c) A regularly scheduled twelve-month employee who resumes active employment following a child rearing leave of absence will be credited, for salary purposes, for a full year's service if the employee completed twenty-six (26) or more weeks of active service during the school year in which the child rearing leave commenced.

- (d) A regularly scheduled ten-month and ten and one-half-month employee who resumes active employment following a child rearing leave of absence will be credited, for salary purposes, for a full year's service if the employee completed twenty (20) or more weeks of active service during the school year in which the child rearing leave commenced.

ARTICLE 14 - OVERTIME

14.1 It is agreed that when an employee covered under this contract is required to be on duty during hours other than the regular and established working hours, overtime pay shall be paid at the regular hourly rate for service up to forty (40) hours per week, and time and one-half (1½) for service in excess of forty (40) hours per week. The beginning of the work week, for purposes of computing overtime shall be determined by the beginning of the payroll period. It is understood that prior written approval from the Supervisor is necessary for overtime pay to be collected.

14.2 Compensatory Time

- (a) In lieu of overtime payment noted in 14.1 above, by mutual agreement between the employee and his or her immediate supervisor, employees may opt to accumulate such overtime up to a maximum equivalent of two (2) days to be used at a later time as compensatory time off.
- (b) Use of compensatory time off shall be at the sole discretion of the Clerical and Nursing employee's immediate Supervisor, who will make a good faith effort to accommodate the Employee's request. The Supervisor's decision, however, shall not be subject the grievance and arbitration procedure herein.
- (c) Use of compensatory time, when approved, shall be in increments of no more than one (1) day.
- (d) Substitutes may be utilized to cover for Clerical and Nursing employees on compensatory time.
- (e) Upon ratification, the District will pay any employee for compensatory time accumulated over the two (2) day limit as set forth in 14.2(a) at the employee's regular hourly rate.
- (f) On or before June 1 of each school year, employees may opt to submit for payment of accumulated compensatory time (up to two (2) days) at the employee's regular hourly rate.

ARTICLE 15 - SERVICE YEAR

15.1 Clerical and Nursing Staff

- (a) Ten-month and Ten and One-half-month Employee (Clerical): The service for ten-month and ten and one-half-month employees shall be the regularly scheduled days for students and/or teachers. In addition, ten-month and ten and one-half-month employees will work the workdays for September 1 through the first day of school and also the workdays in June from the last day of school through June 30. Ten and one-half month employees will also work ten days during July and August as scheduled by their supervisors.

Within each service year, ten-month and ten and one-half-month employees shall work six and three-quarter ($6\frac{3}{4}$) hours per day, Monday through Friday, and shall have, in addition, a duty free half ($\frac{1}{2}$) hour lunch period each day between 11:15 a.m. and 1:15 p.m.

- (b) Ten-month Employees (Nursing): The service year for ten-month nursing employees shall be the regularly scheduled days for students and/or teachers.

In addition, nurses will work the number of days equivalent to the work days from September 1 through the first day of school and the work days in June from the last day of school through June 30th. The actual dates to be worked will be between July 1 and June 30th. Prior to June 1st, dates will be determined by the District on a year-to-year basis with input from the union.

- (c) Eleven-month Employees: The service for eleven-month employees shall be the ten-month schedule plus twenty (20) days in July, August, or July-August. Within each service year, eleven-month employees shall work seven and one-quarter ($7\frac{1}{4}$) hours per day, Monday through Friday, and shall have in addition, a duty free half ($\frac{1}{2}$) hour lunch period each day between 11:15 a.m. and 1:15 p.m.

Notwithstanding the guidelines with regard to the duty free lunch period as set forth in this Subdivision (c), eleven-month employees working in the Administration Building of the District shall, in accordance with present practice, have a one (1) hour duty free lunch period each day between 11:00 a.m. and 2:00 p.m. At the discretion of the Superintendent, summer recess lunch periods in the Administration Building may be reduced to $\frac{1}{2}$ hour. The work day will remain at $7\frac{1}{4}$ hours.

- (d) Twelve-month Employees: The service year for twelve-month employees shall be normal work days between July 1 and June 30, except for the holiday schedule contained herein. Within each service year, twelve-month employees shall work seven and one-quarter ($7\frac{1}{4}$) hours per day, Monday through Friday, and shall

have, in addition, a duty free one-half (1/2) hour lunch period each day between 11:15 a.m. and 1:15 p.m.

Notwithstanding the guidelines with regard to a duty free lunch period as set forth in this Subdivision (c), twelve-month employees working in the Administration Building of the District shall, in accordance with present practice, have a one (1) hour duty free lunch period each day between 11:00 a.m. and 2:00 p.m. At the discretion of the Superintendent, summer recess lunch periods in the Administration Building may be reduced to 1/2 hour. The work day will remain at 7 1/4 hours.

- (e) Work days during the months of July and August will be of the same length as scheduled days between September 1 and June 30th.
- (f) The Board of Education will identify the days employees will be scheduled for duty in accordance with the above service year.
- (g) All employees have the right to leave the building during lunch and must return on time.

15.2 Teacher Aides

Full-time Teacher Aides shall have a one-half (1/2) hour unpaid duty free lunch each work day between 10:30 a.m. and 1:20 p.m. corresponding to building lunch times. All Teacher Aides will work the day before the first student attendance day and all teacher work days (except for night conferences and teacher professional development days) up to the last student attendance day in any given academic year.

ARTICLE 16 - SALARIES AND SALARY RELATED ITEMS

16.1 (a) Clerical/Nursing Salary Related Items

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1.*	12.43	12.68	12.94	13.19
2.	12.70	12.95	13.21	13.48
3.	12.76	13.02	13.28	13.54
4.	12.82	13.08	13.34	13.61
5.	12.91	13.17	13.43	13.70
6.	12.97	13.23	13.50	13.77
7.	13.19	13.45	13.72	14.00
8.	13.46	13.73	14.01	14.29
9.	13.74	14.01	14.29	14.58
10.	13.98	14.26	14.55	14.84
11.	14.23	14.51	14.80	15.10
12.	14.75	15.04	15.35	15.65

* Employees must remain on this step for two (2) years following date of hire. Step advancement would accrue on July 1 immediately following completion of this two (2) year requirement.

The rate of pay for Clerks shall be \$1.50 per hour less than the rate of pay for Typists.

Yearly salaries are calculated as follows:

- (i) 10-month personnel: hourly rate times 1418
- (ii) 10½-month personnel: hourly rate times 1485
- (iii) 11-month personnel: hourly rate times 1668
- (iv) 12-month personnel: hourly rate times 1885

(b) Teacher Aides

<u>Years</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
0-1	9.90	10.10	10.30	10.51
2-5	10.29	10.50	10.71	10.92
6-7	10.55	10.76	10.97	11.19
8+	10.66	10.87	11.09	11.31
11+	10.86	11.08	11.30	11.53

Child Care Worker

<u>Years</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
0-1	8.88	9.06	9.24	9.43
2+	9.26	9.45	9.64	9.83

Years of Service shall be determined as follows:

- (i) 0-1 Shall mean those Teacher Aides who have completed less than one full year of service.
- (ii) 2.5 Shall mean those Teacher Aides who have completed more than one, but less than five service years.
- (iii) 6-7 Shall mean those Teacher Aides who have completed five or more, but less than seven service years.
- (iv) 8+ Shall mean those Teacher Aides who have completed at least seven full service years, but less than ten service years.
- (v) 11+ Shall mean those Teacher Aides who have completed 10 full service years or more.

(c) Step Advancement - Teacher Aides

Part-time Teacher Aides as defined in Article 3.2 shall move through the step system at one-half the rate of full-time Teacher Aides as defined in the Teacher Aide Salary Schedule attached to this Agreement as long as the Teacher Aide encumbers a part-time position. At such time as the part-time Teacher Aide become a full-time Teacher Aide, he/she shall move through the step system in accordance with the salary rules defined in the Teacher Aide Salary Schedule attached to this Agreement.

16.2 Hourly Stipend Rates

The following stipends shall be added to the hourly rates for the Account Clerks and School Nurses for each year of this Agreement:

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Account Clerk	0.50	0.50	0.50	0.50
School Nurse	1.50	1.50	1.75	2.00

16.3 Mileage

All employees who are assigned during a school year on a permanent basis to more than one building per day will receive mileage reimbursement for travel between the two buildings. Also, the Special Education Department typists between the months of September and June shall receive mileage for travel to and from the Administration Building and the site of "Annual Reviews."

The reimbursement shall be at the maximum IRS mileage allowance.

16.4 Payroll Period

Wages will be paid (for payroll purposes only) over twenty-two (22) equal pay periods for ten- and for ten and one-half (½)-month employees and twenty-seven (27) equal pay periods for eleven (11)-month employees and twelve (12)-month employees, based upon the normal length of the work day, with additions for overtime work. Summer work in July and August for ten and one-half (10½)-month employees will be paid on a per diem basis.

16.5 (a) Long Service Increments

<u>Nurses/Clerks</u>		<u>Teachers Aide</u>	
<u>Years of Service</u>		<u>Years of Service</u>	
11-15th	\$700.00	12-20	\$200
16-20th	1,000.00	20+	\$300
21-25th	1,200.00		
26-30th	1,400.00		
31+	1,500.00		

Longevity increases shall take effect in July 2005.

16.6 Twelve-Month Clerical Employee Work in Excess of 260 Work Days

On or before September 1, the CSEA President shall inform the Superintendent or his designee of which of the following options shall apply to all 12-month Clerical staff when more than 260 worked days were worked during the previous fiscal year:

- (a) A maximum of one (1) extra day's pay, at the Employee's current straight-time rate, or
- (b) Patriots Day off.

16.7 (a) Out of Title Work

Employees required to work out of title shall receive not less than \$1.00 per hour in addition to their base hourly pay, but not to exceed the hourly salary of the Secretary to the Superintendent. This stipend shall apply not only to the Superintendent's substitute position, but to any other confidential position where there is a difference in salary between the Clerical employee's salary and the management confidential position that is being covered. This out-of-title rate shall begin retroactively upon serving in the new assignment for five (5) consecutive work days.

- (b) Upon ratification any member of the Union assigned to before or after school detention shall receive the higher rate of \$10.50 or their base rate while working in that assignment.

ARTICLE 17 - EMERGENCY CLOSING OF SCHOOLS

17.1 Clerical and Nursing Personnel

When schools are not in session because of weather conditions or any emergency conditions, Clerical and Nursing employees will not report for duty unless otherwise notified by their immediate supervisor or his delegate. If such Clerical and Nursing employee is required to work on such day, such employee will be paid for the day and for any time worked.

17.2 Teacher Aides

When schools are not in session because of weather conditions or any emergency conditions, Teacher Aides will not report for duty and such members will be reimbursed for all snow days and emergency school closure days. Reimbursement shall be made for the regular scheduled work day.

- 17.3 If one or more school buildings (but less than the entire District) are closed for emergency reasons, the District shall have the right to assign unit personnel to other buildings without additional payment or compensating time.

ARTICLE 18 - SENIORITY AND ITS APPLICATION

18.1 Probationary Period

- (a) Employees in the bargaining unit covered by this Agreement shall be considered probationary for the first twenty-six (26) weeks of full-time employment. For the purpose of fulfilling this twenty-six (26) week requirement, part-time service may be prorated in direct proportion to the full-time service for each unit description, and 10-, 10½- or 11-month service will extend the probationary period accordingly. Whenever the term "probationary" or "Probationary Period" is used in this Agreement, the reference shall apply to initial employment or re-employment. Seniority shall not accrue during a period of layoff. Seniority will not apply to temporary or Sub-Service. Seniority will not be recognized while an employee is serving a probationary period.
- (b) The probationary period shall be automatically extended by one (1) day for each scheduled work day a probationary employee is absent up to a maximum of twenty (20) work days.
- (c) Seniority rights shall begin upon successful completion of the probationary period, and shall be retroactive to the date of hire.
- (d) Probationary employees will be eligible for health/hospitalization insurance as provided in Article 5 of this Agreement following 6 full months of employment with the District as provided above. During such 6 month period, employees who will eventually be eligible for coverage may elect to become members of the health/hospitalization plan provided by the District at his/her own expense.

18.2 Seniority Areas - Defined

- (a) District Seniority shall be acquired after an employee's successful completion of the probationary period served after original hire, or rehire after a break in seniority or voluntary reclassification from full-time to part-time status, and shall be measured from the employee's date of hire in a permanent position covered by the Agreement. An employee's District Seniority shall be his date of appointment, subject to adjustment as required herein.
- (b) Job Classification Seniority shall be acquired retroactive to the employee's date of permanent appointment to a particular job classification covered by the Agreement after successful completion of the trial period for that classification. An employee's Job Classification Seniority shall be his/her date of appointment to the job classification covered by this Agreement. The job classifications are:

- Account Clerk Typist;
- Typist;
- Clerk;
- Teacher Aide;
- Child Care Worker;
- Nurse: Professional School Nurse

18.3 Impact of Absences on Seniority

Seniority shall not accumulate during the following periods, and the employee's seniority date shall be adjusted by one (1) calendar day for each calendar day of these absences:

- (a) Layoff
- (b) Unpaid absence in excess of five (5) consecutive work days
- (c) Disciplinary suspension

18.4 Tie Breaking Policy

If two or more employees have the same seniority, the more senior will be determined by date and order of appointment as reflected in the official Board of Education minutes.

18.5 Seniority Forfeiture

All seniority rights shall be forfeited and employment shall be permanently severed for any of the following reasons:

- (a) Discharge or dismissal for cause.
- (b) Resignation.
- (c) Retirement under any retirement benefit plan.
- (d) Layoff for more than twenty-four (24) consecutive calendar months; forty-eight (48) consecutive calendar months for competitive employees.
- (e) Refusal to accept recall from layoff.
- (f) Failure to report to work pursuant to recall from layoff requirements contained in this Agreement.
- (g) Failure to return to work on the first day after the expiration of any leave of absence.
- (h) If the employee falsifies the reasons for a leave of absence.

- (i) Abandonment, actual or constructive, of employment due to no-call, no show (AWOL) of three (3) or more consecutive work days, unless otherwise excused by the District, in writing, because of the existence of an emergency. For the purpose of this provision, an emergency is the existence of any circumstances beyond the employee's control which, even with all due diligence, prevented the employee from contacting the District within the three (3) day period noted above.

18.6 Resignations

- (a) All resignations must be submitted in writing and shall specify the employee's last day of work.
- (b) It shall be the policy of the District to consider resignations submitted to and approved by the Board of Education as binding upon the person resigning.
- (c) In the event that the person is applying for re-employment with the District, that person will be classified as a new employee in all respects.
- (d) If an employee resigns from employment and is rehired to a permanent position within twelve (12) consecutive calendar months of the effective resignation date, there shall be no break in the employee's District Seniority. Seniority shall not accumulate during this period of absence from employment.

18.7 (a) Seniority Lists

The District will maintain seniority lists for all Units. Copies of the seniority lists will be furnished to the Union President upon request.

- (b) If an employee believes that any new information on a seniority list is not correct as to that employee, the employee must submit a written request for correction, which states what the employee believes to be the correct information to the office of the Director of Personnel. Unresolved disputes may be resolved through use of the grievance procedure herein, by submission directly to Step 2.

18.8 Part-time Teacher Aides shall accrue seniority at half ($\frac{1}{2}$) the rate of full-time Teacher Aides in accordance with Section 3.2 and Section 18.1(a).

18.9 Superseniority

For the purpose of layoff only, the President and Vice President of the Union shall have superseniority. The Union shall notify the Employer of all employees who have been granted superseniority, and will also notify the Employer of any changes.

18.10 Trial Period

The term "Trial Period" means a period of up to thirty (30) work days after an employee has been assigned from one position to another under the posting procedures or any other permissible assignment procedure other than layoff and bumping.

The trial period will automatically be extended one (1) day for each work day of absence during the trial period up to a maximum of twenty (20) work days. During the trial period, the employee's total performance will be appraised by the District to determine whether the District will make the appointment a permanent one. The employee's former position must remain available, if the Employee is reassigned to that position during the trial period, either at the Employee's request or because of the District's evaluation of the employee's work performance. Neither event shall be subject to the Grievance Procedure.

ARTICLE 19 - LAYOFFS AND RECALL

19.1 The following terms apply only to employees occupying positions in classifications which are labor and non-competitive classes of the Civil Service as defined by the New York State Civil Service Law and regulations issued pursuant thereto.

19.2 Layoff Procedure

- (a) The District shall provide a permanent Employee who is to be laid off pursuant to this Section with written notice, at least twenty (20) calendar days prior to the effective date of the layoff. Should the District fail to provide such notice, the laid off Employee shall be entitled to one day's pay at the Employee's daily rate for each day short of twenty (20) calendar day's notice.

Employees with the least job classification seniority are the first to be laid off in the unit. Temporary and probationary employees will be released prior to laying off any employee with seniority.

- (b)
1. Bump the employee with the least seniority in the same job classification.
 2. If the displaced employee has Option 1., above, it must be utilized or the Employee will be treated as having resigned as of his/her last day of work. A displaced employee who does not have Option 1 available to him shall be laid off.

19.3 Recall

(A) Generally

An employee who has been laid off shall be placed on a recall list for the job classification which he/she held at the time of the layoff. If an employee remains on the recall list without having been recalled for a period of forty-eight (48) consecutive calendar months, beginning with the month immediately following the month in which the employee was laid off, he/she shall be regarded as having resigned as of the last day of the forty-eighth (48) month.

(B) Recall

1. A laid off employee may be recalled to any job classification in which the employee formerly had job classification seniority in the inverse order of the job classification seniority (last laid off in that unit is the first recalled) if:
 - a. there is a vacancy in that job classification (other than a temporary vacancy) which the District desires to fill (of more than 45 continuous days in duration); and
 - b. the employee had previously served in that job classification and had successfully completed his/her probationary period; and
 - c. the employee can perform all the duties of the other classification without training.
2. If the laid off employee is offered the above recall rights and refuses, his/her name shall be removed from the layoff list and he/she shall be treated as being resigned as of the date of refusal.
3. An employee recalled to a lower-rated classification pursuant to this Section shall resume his/her job classification seniority in that job classification that he/she had at the time he/she left to go to another job classification.
4. An employee recalled to a lower-rated classification pursuant to this section shall continue to have recall rights to the original job classification he/she was laid off from, for a period of forty-eight (48) calendar months, beginning with the month immediately following the month in which the employee was laid off. Employees so recalled shall resume job classification seniority status from the point when his/her layoff occurred.

- C. All laid off employees have a responsibility to inform the District, in writing, of their current address and telephone number.
- D. The recall procedure normally will be fulfilled by telephone, followed by written confirmation for the recall by certified mail to the employee's last known address. The employee must respond to such notification and return to work within five (5) days of its receipt.
- E. Nothing herein shall prohibit the District from temporarily filling a vacancy or new position prior to the date a recalled employee reports for work.
- F. The District agrees to keep the Union up-to-date, by notification to the Union President, in the event unit employees are recalled pursuant to Section 19.3, above.

ARTICLE 20 - VACANCIES AND TRANSFERS

20.1 Posting

Any change in assignments within the building where the vacant position exists will be made prior to the posting. The employee shall remain in the assigned position for the balance of the academic year unless the employee's performance is unsatisfactory or the assigned position is no longer necessary. All job vacancies or newly created positions within the Unit covered by this Agreement shall be posted for at least seven (7) working days. Such posting shall include:

- (a) The job classification
- (b) The date posted
- (c) The qualifications for the position
- (d) The rate of pay
- (e) The location of the position
- (f) Instructions for applying for the position

Members of the Unit who express an interest in the vacancy, if qualified, shall be entitled to apply for the position. The three applicants who have the most seniority in the bargaining unit will be interviewed.

20.2 Filling of Vacancies

(a) Vacancies

Any posted position shall be first offered to qualified members of the bargaining unit.

Seniority shall be the determining factor for employee selection when the qualifications, skill and ability among two or more candidates are relatively equal.

If the successful bidder vacates the job vacancy involved, the next candidate selected in accordance with the provisions of this Agreement will be selected to fill the vacancy. In the event that no qualified employees from within the unit are candidates for the job vacancy, the District, without restriction, may fill such vacancy with candidates from outside the bargaining unit.

(b) Lateral Transfers - All Staff

Notwithstanding anything to the contrary in Section 20.2(a), above, where a vacancy exists which can be filled with a lateral transfer within the same job classification, qualified employees who express an interest in such vacancy will be transferred on the basis of job classification seniority.

20.3 Number of Applicants

Only one request per contract year for a lateral transfer shall be entertained by the District from any successful candidate.

ARTICLE 21 - IN-SERVICE WORKSHOPS

21.1 Clerical and Teacher Aide Staff

Each member of the Clerical and Teacher Aide staff will be entitled to attend, at board expense, one local one-day In-Service Workshop in each year. Participation in the workshops will be approved on an individual basis by the Superintendent of Schools for members of this group. The workshops normally approved will be those conducted in the Buffalo Metropolitan area. The Board of Education will pay all registration fees and the cost of a luncheon, if such is involved in full participation of the in-service activity.

It is further understood that if the workshop is held on a day on which the employee is scheduled to work, there will be no deduction in pay for such workshop attendance.

21.2 Nursing Staff

Nurses will receive their normal pay per hour when attending conferences or in-service education programs, when such attendance is at the direction or authorization of the Superintendent of Schools.

The cost of the registration fee for said conference or in-service education programs will be absorbed by the school district.

21.3 Advance Payment

Following approval by the District for attendance at workshops, conferences or in-service programs, the District agrees to pay the cost of any registration fee associated with such in advance of attendance, whenever possible. Any additional expenses allowed and

approved herein shall be promptly reimbursed by the District upon submission of proper verified and dated receipts.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 Grievance Procedure

The following procedure shall be available to all members of the bargaining unit for alleged grievances which occur on or after the effective date of this Agreement.

- (a) "Grievance" shall mean a complaint by an employee or employees in the negotiating unit, or by the Union, concerning an alleged breach, misinterpretation or misapplication of any term of this Agreement. "Grievance" shall not mean any matter as to which a method of review is mandated by law, or by any rule or regulation having the force and effect of law, or as to which the Board is not empowered to act.
- (b) Forms for filing grievances will be jointly prepared and shall be distributed to facilitate the operation of the grievance procedure.
- (c) Materials and relevant records concerning a grievance will be made available as soon as reasonably possible, upon request.
- (d) The investigation and processing of grievances shall be conducted so that District activities are not interrupted.
- (e) The failure of the Union or of an employee to take any of the actions authorized by this Section within the time limits therefore shall constitute a waiver of the right to proceed further and shall terminate the proceeding.
- (f) Any step in the grievance procedure or any time limit therein may be altered by mutual agreement, such agreement to be in writing if requested by either party.

22.2 The parties agree that resolution of grievances at the lowest administrative level is to be encouraged and that it shall be a fundamental responsibility of supervisors to respond to Employee complaints as promptly as possible. Employees shall have the right to present grievances in accordance with this Agreement free from coercion, interference, restraint, discrimination or reprisal by any person or party to this Agreement.

22.3 Right to Representation

A grievant may be represented at any or all steps of this grievance procedure by a representative of the Union. Following an appeal to Step 2, only the Union or the counsel to the Union may represent an Employee in a grievance proceeding.

22.4 Steps of the Grievance Procedure

Step 1.

An employee who believes that he or she has a grievance shall discuss the matter with the immediate Supervisor (i.e.: in elementary and secondary schools, the principal is the immediate supervisor; in the administration building, the administrator who normally issues work assignments is the immediate supervisor) within five (5) working days of the alleged occurrence or of the date on which the employee could reasonably have been expected to know of the alleged occurrence. If the problem can be resolved, no further action is required. If the problem cannot be resolved, the employee shall refer it to the Grievance Committee of the Union and Superintendent of Schools within ten (10) working days of the alleged occurrence of the date on which the Employee could reasonably have been expected to know of the alleged occurrence.

Step 2.

If the appeal is made to the Superintendent of Schools, the following basic information should be stated:

- (a) Name and job title of grievant;
- (b) Date of alleged occurrence;
- (c) Short description of the event;
- (d) Provision of the Agreement alleged to have been violated;
- (e) Signature of employee and date of appeal to Step 2.

The Superintendent of Schools shall conduct whatever meetings and investigations he/she deems necessary and file a written response to the grievance within fifteen (15) working days of the date of appeal.

Step 3: Arbitration

If a satisfactory settlement of the problem cannot be made on the basis of the Step 2. response, the grievance can be appealed to Arbitration but no grievance shall be permitted to proceed to arbitration unless Notice of Intent to Arbitrate has been filed within fifteen (15) working days after receipt of the Step 2. response.

- (a) Only grievances which allege a breach, misinterpretation, or misapplication of this Agreement are subject to final and binding arbitration.
- (b) Arbitrator selection and arbitration procedures shall be conducted under the procedural rules of the Public Employment Relations Board.
- (c) An arbitrator shall have no power or authority, express or implied, to alter, add to, subtract from or modify any provision of this Agreement.
- (d) An arbitrator's fee and expense, if any, shall be shared equally by the Union and the District.

ARTICLE 23 - DISCIPLINE/DISCHARGE

23.1 No employee having the benefit of seniority shall be disciplined or discharged without just cause.

23.2 Procedures

The following disciplinary procedure shall apply to all bargaining unit employees with seniority rights, and such procedures shall be in lieu of all rights and procedures specified in Civil Service Law, Section 75 and Section 76. Resort to the Civil Service Law Procedure, therefore, shall be foreclosed and barred in favor of the grievance procedure in this Agreement.

- (a) The employee and the Union shall receive written notice of the discipline to be issued. "Discipline" means written reprimand, suspension, fine, restitution or discharge.
- (b) The employee shall be required to sign the written Notice of Discipline. Such signature shall only indicate that the employee received the notice and not that the employee agrees with its contents and allegations.
- (c) A copy of the Notice of Discipline will be placed in the Employee's personnel file.
- (d) A Notice of Discipline may be used for up to three (3) years as a basis for a charge of discipline. After such three (3) year period, the Notice of Discipline may only be utilized for the purpose of determining the appropriate penalty.

23.3 Disciplinary Grievances

Employees having seniority shall have the right to file a grievance under this Agreement to protest the absence of just cause for discipline. A grievance over suspension or discharge must be presented at Step 2. of the grievance procedure within no more than five (5) days after the date the written Notice of Discipline was issued. Other disciplinary grievances must be presented at Step 1. of the grievance procedure within ten (10) days after the written Notice of Discipline was received. If a grievance is not filed within the appropriate time period, the disciplinary action shall be deemed for just cause.

23.4 Arbitration of Disciplinary Grievances

Only grievances dealing with suspension or discharge may be arbitrated. All other disciplinary grievances, if unresolved after review pursuant to the pre-arbitration stages of the grievance procedure shall be held in abeyance. Should any issue raised by a Notice of Discipline later be used by the District in any future suspension or discharge

action against the employee, the allegations contained therein will be subject to review by the arbitrator.

ARTICLE 24 - COPIES OF THE CONTRACT

- 24.1 Copies of this Agreement shall be reproduced at the expense of the Board and presented to all employees covered under this Agreement now or hereafter employed by the Board.

ARTICLE 25 - GENERAL PROVISIONS

- 25.1 It is agreed that all matters relating to wages, salaries, hours and other terms and conditions of employment between the Union and the Board for the period beginning July 1, 2003, and ending June 30, 2007, have been negotiated as indicated in this Agreement, and that there shall be no further consideration of such matters for said period except as may be mutually agreed between the parties.

It is agreed that in view of the benefits conferred on both parties by the provisions of this Agreement, all other requests, demands, suggestions, or other indications of interest in changes in salaries, wages, hours and other terms and conditions of employment have been withdrawn by both parties.

- 25.2 It is agreed that, except as otherwise provided in this Contract, wages, salaries, hours and terms and conditions of employment are determined by the Board of Education in accordance with the provisions of the Education Law, the Civil Service Law, other applicable statutes, regulations of the Commissioner of Education, regulation of the New York State Civil Service Commission, regulations of the New York State Public Employment Relations Board, and other regulations having the force of law.
- 25.3 It is understood that any provision of this Agreement which is or, during the period covered by this Agreement, may be found to be in violation of applicable statutes or regulations having the force of law is null, void and unenforceable. It is agreed that such voiding of a provision of this Agreement applies only to such provisions and does not affect the validity of the remainder of this Agreement which shall remain in full force and effect.
- 25.4
1. The Superintendent shall provide CSEA with an opportunity to meet with him to discuss any recommendation to fill the part-time vacancies within the bargaining unit.
 2. The Superintendent shall notify the CSEA President of any such recommendation in advance of his recommendation to the Board of Education.
 3. The District hereby agrees to restrict filling two (2) part-time positions located within the same office or general areas where one (1) full-time position could accomplish the tasks.

ARTICLE 26 - LEGISLATIVE ACTION

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

ARTICLE 27 - DURATION

27.1 It is agreed that wages, salaries, benefits and other terms and conditions of employment of this Agreement shall take effect on July 1, 2003, and shall remain in full force and effect until June 30, 2007.

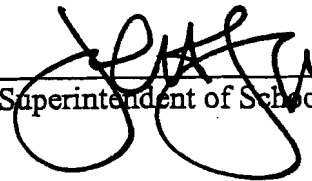
27.2 Changes in all items related to hospitalization including changes in coverage, waiver payments and District contributions shall become effective the first of the month following ratification by both the Board and the Union.

WHEREOF, the parties hereunto set their hands this 2ND day of SEPT., 2005.

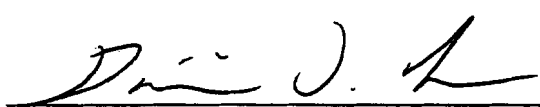
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF NORTH TONAWANDA

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO, NORTH TONAWANDA
CITY SCHOOL DISTRICT CLERICAL,
NURSING AND TEACHER AIDE
UNIT, LOCAL #872


NEGOTIATIONS COMMITTEE:

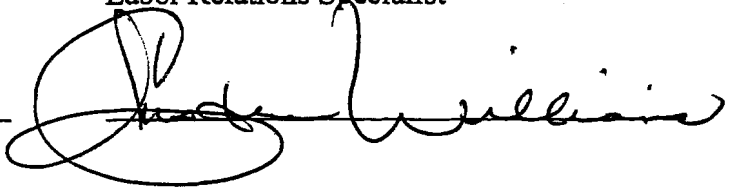


Superintendent of Schools



Dominic Luna
Labor Relations Specialist





APPENDIX A

**WAIVER OF HEALTH INSURANCE
CLERK TYPISTS/NURSES**

I hereby agree to waive my contractual right to HOSPITALIZATION AND MEDICAL/SURGICAL INSURANCE in accordance with Article 5 of the Agreement between the North Tonawanda City School District and the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, North Tonawanda City School District Clerical, Nursing and Teacher Aide Unit, Local #872, in effect for the period of July 1, 2003, through June 30, 2007.

This waiver shall take effect _____ 1st, 20__.

In return for my waiving of this benefit, the North Tonawanda City School District agrees to pay me \$1000 per year, or 1/12th of \$1000* for every month in which my waiver remains in effect. Payments will be made in June and January.

I understand that I must provide the District with ten (10) days written notice and complete any necessary health enrollment forms should I wish to revoke this waiver and enroll in any of the health insurance programs available as stated in Article 5 of the above-mentioned agreement.

Signature of Employee

Date

Witness, North Tonawanda City School District

Date

APPENDIX B

REPORT OF ABSENCE NORTH TONAWANDA CITY SCHOOL DISTRICT CLERICAL NURSES', TEACHER AIDES',

NAME: _____ LOCATION: _____

SIGNED: _____ DATE: _____

CHECK TYPE OF ABSENCE:

- | | |
|---|--|
| <input type="checkbox"/> (S) Sick

<input type="checkbox"/> (P) Personal (3 days advance notice to be given - Admn. 2 wks. notice - see back)

<input type="checkbox"/> (BF) Bereavement Family: relationship: _____

<input type="checkbox"/> (B) Bereavement Other

<input type="checkbox"/> (J) Jury Duty (requires certification note)

<input type="checkbox"/> (C) Court Appearance/ Grievance hearing

<input type="checkbox"/> (U) Union Business

<input type="checkbox"/> (X) Other Miscellaneous:
* _____ | <input type="checkbox"/> (I) Conference in District

<input type="checkbox"/> (O) Conference in District

<input type="checkbox"/> (R) Religious Observance

<input type="checkbox"/> (V) Vacation

<input type="checkbox"/> (M) Military

<input type="checkbox"/> (D) Deduct Day

<input type="checkbox"/> (SB) Sick Bank Donation

<input type="checkbox"/> (K) Sick bank use |
|---|--|

ENTER DATES:
1ST WEEK:

SECOND WEEK:

M	T	W	R	F	M	T	W	R	F

*Other Miscellaneous: A. Unpaid leave of absence

B. Other (explanation)

REPORT IS TO BE FILED WITH SUPERVISOR IMMEDIATELY UPON RETURN FROM ABSENCE AND PERSONALLY SIGNED BY THE EMPLOYEE.

APPENDIX C

NORTH TONAWANDA CITY SCHOOL DISTRICT
NOTICE OF INTENT TO USE PERSONAL LEAVE

NAME: _____

BUILDING: _____

I intend to use a Personal Leave Day on _____.
My signature certifies that use of such a day is intended to accomplish urgent personal business which cannot be transacted except during work hours on the day noted above.

SIGNATURE: _____

DATE: _____

RECEIVED BY: _____

Administrator

DATE: _____

FOR CENTRAL OFFICE USE ONLY

Approved	Date:
----------	-------

Approved	Date:
----------	-------

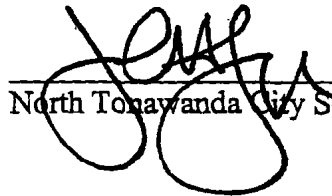
Reason:

ADMINISTRATOR


MEMORANDUM OF AGREEMENT

1. The Superintendent shall provide CSEA with an opportunity to meet with him to discuss any recommendations to fill a teacher aid vacancy within the bargaining unit with part-time employees.
2. The Superintendent shall notify the CSEA President of any such recommendation in advance of his recommendation to the Board of Education.
3. The District hereby agrees to restrict filling two (2) part-time teacher aide positions where one (1) full-time position could accomplish the task.

Date: 9/2/05

By: 
North Tonawanda City School District

Date: 9/2/05

By: 
Civil Service Employees Association, Inc.
(Clerical, Nursing, and Classroom Assistant Unit, Local 872)

NORTH TONAWANDA CITY SCHOOL DISTRICT

ADMINISTRATIVE SERVICES

175 Humphrey St. North Tonawanda, New York 14120-4097 (716)807-3520 FAX(716)807-3522

JOHN H. GEORGE, Ed.D.
Superintendent of Schools

JOHN TYLEC
Personnel Director

MEMORANDUM

TO: Dr. John H. George, Superintendent of Schools
Christine Williams
Dominic Luna

FROM: John Tylec, Personnel Director



DATE: June 20, 2005

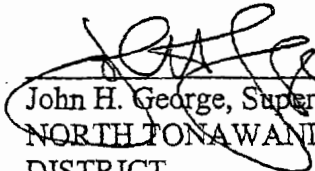
RE: MOA – Typist/Assistant Superintendent for Curriculum & Instruction

Attached is an original signed copy of the above for your records.

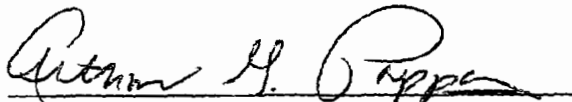
MEMORANDUM OF AGREEMENT

As compensation for additional projects, including preparation of the school calendar and curriculum, the Typist assigned to the Assistant Superintendent for Curriculum and Instruction will be provided with an additional hourly payment of seventy-five cents (\$.75) per hour, to be effective January 1, 2005.


DATE: 4/6/05


John H. George, Superintendent of
NORTH TONAWANDA CITY SCHOOL
DISTRICT

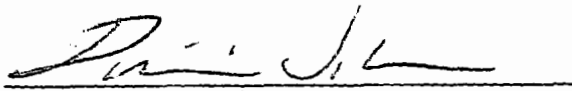
DATE: 4/6/05


Arthur G. Pappas, President
NORTH TONAWANDA BOARD OF
EDUCATION

DATE: 4/13/05


Donna Sukdolak, President
CLERICAL, NURSING & CLASSROOM
ASSISTANT UNIT, LOCAL 872

DATE: 6/13/03


Dominic Luna, Labor Relations Specialist
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000,
AFSCME, AFL-CIO

NORTH TONAWANDA CITY SCHOOL DISTRICT

ADMINISTRATIVE SERVICES

175 Humphrey St. North Tonawanda, New York 14120-4097 (716)807-3520 FAX(716)807-3522

JOHN H. GEORGE, Ed.D.
Superintendent of Schools

JOHN TYLEC
Personnel Director

MEMORANDUM

TO: Kelly Lord
FROM: John Tylec, Personnel Director *(JT)*
DATE: June 2, 2004
RE: Sick Leave – Teacher Aides

As a result of recent discussions concerning Lisa Broniszewski, I am suggesting the following Memorandum of Agreement be signed and incorporated:

Memorandum of Agreement

The North Tonawanda City School District and the North Tonawanda City School District Clerical, Nursing and Classroom Assistant Unit, Local #872 hereby agree that the following sentence be added to ARTICLE 8 – SICK LEAVE Section 8.3 Classroom Assistants

“Sick leave will be earned but shall not be available for use during an employee’s probationary term”.

John H. George

North Tonawanda City School District

Kelly A. Lord

North Tonawanda City School District
Clerical, Nursing and Classroom
Assistant Unit, Local #872

6/3/04

Date

6/3/04

Date