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Agreement
Between the
Central Square Central School District
and the
Central Square
Support Personnel Association



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 14 2010

ADMINISTRATION

July 1, 2008
Through
June 30, 2011

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**ARTICLE I
RECOGNITION AND ASSOCIATION STATUS**

This Agreement is made by and between the Central Square Central School District hereinafter termed the "District" and the Central Square Support Personnel Association hereinafter termed the "Association".

The District recognizes the Association as the exclusive negotiating agent for the purpose of collective bargaining for all regular employees in the job titles of Teacher Aide, Health Office Assistant and Teaching Assistant, and in representing employees in the unit in the settlement of grievances. Interim (daily) substitute teacher aides are excluded.

**ARTICLE II
DUES DEDUCTION**

The Central Square Central School District agrees to deduct from the salaries of its employee's membership dues or representation compensation fee for the Association. Employee's authorization will be in writing in the form set forth below.

Payroll Deduction Authorization

(Print)Last Name	First	Initial	Building
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TO: Superintendent of Central Square Central School District pursuant to Chapter 392, Laws of 1967, I hereby designate the Association, as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Superintendent and the Board of Education and all its officers from liability thereof. This authority will be continuous while employed in this school system until withdrawn by written notice.

Employee Signature

Date

ARTICLE II (continued)

The Association will certify to the Business Office in writing the current rate of its membership dues or representation compensation fee. If the Association changes the rate of its membership dues or representation compensation fee, it will give the Superintendent thirty (30) days notice prior to the effective date of such change.

Deductions will be made in the following manner: the total annual membership dues or representation compensation fee, as certified above, will be deducted in nineteen (19) equal installments beginning with the second payroll of the school year. The Association will provide the Business Office with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Business Office to deduct dues for the Association.

New employees to the District hired after the beginning of the deduction period will have deductions made according to an individual prorated schedule.

ARTICLE III PAYROLL DEDUCTIONS

The Central Square Central School District will deduct from the employees' pay the cost of one (1) U.S. Savings Bond per month in denominations of \$50 or more, and purchase such bond in his/her behalf after completion of the proper authorization form.

Application for a Bond-A-Month Plan must be made in June preceding the deduction year and will not be changed during the year.

Deductions may be authorized for:

1. NYSUT Benefit Trust
2. Savings Plan
3. Credit Union
4. VOTE – COPE

ARTICLE IV RETIREMENT SYSTEMS

- A. All Teacher Aides and Health Office Assistants covered by this Agreement shall have the opportunity to join the New York State Employees' Retirement System plan as adopted by the New York State Legislature.
- B. Teaching Assistant by nature of the N. Y. S. T. R. S. regulations is eligible to be a member of the N. Y. S. T. R. S.

**ARTICLE V
LIABILITY**

The Central Square Central School District is in compliance with Section 3023 of the Education Law relative to the liability of personnel.

**ARTICLE VI
WORKER'S COMPENSATION**

- A. Bargaining Unit Members are covered under Worker's Compensation Insurance secured from an insurance company authorized by the State of New York.
- B. Employee Protection

If an employee is injured on the job, he/she will seek medical attention if he/she requests or if deemed advisable by the appropriate supervisor. An incident report must be filed by an employee and his/her immediate supervisor as soon as practicable after the occurrence of any accident but not later than one (1) working day. Any employee who is injured on the job shall not, as a result of such injury, lose seniority or other benefits.

**ARTICLE VII
MILITARY LEAVE**

Military Law of the State of New York shall govern all Military Leaves (Section 243).

**ARTICLE VIII
ASSOCIATION RIGHTS**

It is agreed that the association will have use of inter-school mail facilities and employee mailboxes.

The Association will be allowed to use school buildings and equipment without cost at reasonable times for its meetings and other business, provided that such use will not conflict with previously scheduled school events. Applications for use of buildings will be made in accordance with established procedures.

The District will provide space on a Faculty Bulletin Board in each school where a bargaining unit member is assigned for Association announcements and meeting notices.

In the event that a meeting is held where disciplinary action is discussed (including dismissal or non-continuation of employment at the conclusion of a probationary period) the employee may be accompanied by a representative. It is not the intent of the

ARTICLE VIII (continued)

above that a representative be present when regular evaluation or routine matters are discussed. It is understood that such requests shall not result in any undue delay of the meeting.

Up to five (5) days each year shall be provided for the use of the Association President or his/her designee for Association business. These days will be without loss of pay. It is understood that the Association President shall notify the Superintendent at least five (5) days in advance of the use of such days in order to permit arrangements to be made for a substitute, if necessary.

ARTICLE IX GRIEVANCE PROCEDURES

Definitions:

- A) A grievance is a claim by a member of the bargaining unit or the Association that alleges a violation of an express provision of this agreement.
- B) Supervisor shall mean any immediate supervisor or other administrator or supervisory office responsible for the area in which an alleged grievance arises, except for the Chief Superintendent (Superintendent).
- C) Superintendent shall mean the Superintendent of Schools or other person appointed to act on his behalf.

If a grievance is not filed to the Stage 1 supervisor in writing within twenty (20) work days (normal District Office work days) of the time of the alleged violation, the right to grieve shall be waived.

The grievance must include the following information:

- a) Name and position of aggrieved party,
- b) The provision of the Agreement allegedly violated,
- c) The facts constituting the alleged grievance, and
- d) The remedy sought.

ARTICLE IX (continued)

Stage One – Immediate Supervisor

Upon receipt of the written grievance, the aggrieved party's supervisor will schedule a meeting with the aggrieved party. The supervisor will respond to the grievance in writing after such meeting. The letter from the supervisor shall be sent within ten (10) calendar days of his/her receipt of the original grievance.

Stage Two – Superintendent

If the aggrieved party is not satisfied with the Stage 1 decision, he/she may file a written appeal within ten (10) calendar days with the Superintendent. The Superintendent or his designee shall review the grievance and Stage 1 decision and shall render a written decision within fifteen (15) calendar days.

Stage Three – Binding Arbitration

If the decision of the Superintendent is not satisfactory and the grievance is not resolved, the employee and/or the Association may within fifteen (15) work days (normal District Office work days) submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association: The decision of the arbitrator shall be final and binding on both parties. The District and the Association will share equally the cost of the arbitrator.

The arbitrator's decision will be binding in all cases except those cases involving state law and/or decisions of the Commissioner of Education. The arbitrator shall have the power to interpret any provision of this agreement, but shall have no power to add to, subtract from or change any provision of this agreement. The preceding statement is in no way intended to limit the remedial power of the arbitrator.

**ARTICLE X
LUNCH/RELIEF BREAKS**

A full-time bargaining unit employee will receive a duty-free one-half (1/2) hour unpaid lunch time and two (2) fifteen (15) minute paid relief periods, one in the A.M. and one in the P.M. hours. Bargaining unit members will be allowed to leave buildings during their duty-free lunch time provided they give notice to their immediate supervisor.

**ARTICLE XI
MANAGEMENT RIGHTS**

The Board of Education on their behalf of the electors of the village of Central Square, hereby retain and reserve unto themselves all rights, power, authority, duties and

ARTICLE XI (continued)

responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York and/or the United States.

The exercise of these rights, power, authority, duties and responsibilities by the Board of Education of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE XII
LEAVES

1. Leave Without Pay

A. Short Term

Employees, subject to the approval of the Superintendent of Schools, may be granted leaves without pay upon two (2) weeks advance notice. Such leaves of absence shall not exceed four (4) weeks per school year. Additional leave, in excess of four (4) weeks, may be granted at the discretion of the Superintendent. The Superintendent will review each request and based on each request, individual merit, will determine if more time is to be granted when requested. Unit members must submit the reason for the leave they are requesting to the Superintendent. In addition, leaves are not to be used to extend recess, vacation or holiday periods. However, the Superintendent, at his discretion, may grant such leaves.

B. Long Term

1. Requests in writing for a leave of absence up to one (1) year in duration may be granted upon recommendation of the Superintendent and approval by the Board of Education. Such leave will be without pay or benefits.
2. Benefits will not be accrued during leaves of absence.
3. At the expiration of said leave of absence, the employee will be returned to a position in the class of employment in which he/she served at the time of leave commencement.

ARTICLE XII, B. (continued)

2. Child Rearing Leave:

A leave up to a total of one (1) year (for each birth) without pay will be granted to unit employees for child rearing purposes. Unit employees returning from leave will notify the District no later than thirty (30) days prior to the expiration of their leave.

3. Bereavement Leave:

A. 10-Month Aides and Assistants

A total of three (3) days with pay per year shall be granted for death in the immediate family (father, mother, sister, brother, son, daughter, grandparents, grandchildren, spouse, mother-in-law and father-in-law). Bereavement leave time is not cumulative.

One (1) additional bereavement day shall be granted for other close relatives not listed above.

In instances of death in the immediate family as listed above, the Superintendent at his discretion may grant additional days when needed.

B. 12-Month Aides

A total of four (4) days with pay per year shall be granted for death in the immediate family (father, mother, sister, brother, son, daughter, grandparents, grandchildren, spouse, mother-in-law and father-in-law). Bereavement leave is not cumulative.

One (1) day of the four (4) days may be granted for death of other close relatives.

In instances of death in the immediate family, the Superintendent, at his discretion, may grant additional days when needed.

4. Jury Duty:

If a unit member is required to serve on jury duty, that individual will be excused with pay for the duration of the duty.

ARTICLE XII (continued)

5. Sick Leave:

A. 10-Month Aides and Assistants

Sick leave will be granted without loss of pay on the basis of one (1) day per month for a total of ten (10) days annually. First year employees will receive sick days as earned, one (1) day per month and after the first year will be credited with ten (10) days in September. These days will be allowed to accumulate to 210 days. A sick leave day will be equivalent to the number of hours worked per day. An accounting of sick leave will be given each employee at the beginning of each school year. Ten (10) allocated sick leave days will be available for family illness.

On retirement under provisions of the New York State Employees Retirement System or New York State Teachers' Retirement System, each day of unused sick leave accumulated at the time of retirement will be converted to a per diem amount of \$35 per unused day at retirement.

B. 12-Month Aides

Sick leave will be granted without loss of pay on the basis of one (1) day per month for employees, cumulative to 230 days.

Sick leave shall be awarded on the basis of one (1) day being equivalent to the average number of paid hours in a normal day for that individual.

After the first full year of employment, unit employees will be credited with their annual sick leave at the beginning of the school year.

An accounting of accumulate sick leave will be given to each employee at the beginning of each school year.

On retirement under provisions of the New York State Employees Retirement System, each day of unused sick leave accumulated at the time of retirement will be converted to a per diem amount of \$35.00 per unused day at retirement.

C. Up to ten (10) days will be available for family illness.

6. Personal Leave:

A. 10-Month Aides and Assistants

ARTICLE XII, 6. A. (continued)

Unit employees will be allowed up to two (2) days with pay for personal leave purposes. Personal leave shall be defined as business, which cannot be attended during non-working hours, that is appointments beyond the control of the employee. Unused personal leave will accumulate to sick leave accumulation.

Unit employees must indicate a reason for taking a personal day on one (1) of the two (2) allotted days as follows: Legal, Medical, Religious or Immediate Family. The remaining day may be used without a reason being provided to the District.

Personal leave must be taken in half or whole days. No personal day can be used to extend recess, vacation or holiday periods unless approved by the Superintendent of Schools.

B. 12-Month Aides

Two (2) additional days with pay per year shall be granted for personal leave purposes. Personal leave purposes shall be defined as business that cannot be attended during non-working hours, that is appointments beyond the control of the employee. One (1) additional day will be granted during the school year when school is not in session, with approval of the immediate supervisor.

It is specific intent that the leaves provided in this section are not granted for the purpose of a "day off" or holiday or to supplement a legal holiday or vacation. Abuse of this privilege shall be cause for appropriate disciplinary action.

All unused personal leave days will be added to accumulated sick leave at the end of the fiscal year.

12-Month Aides will utilize the "Request for Personal Business Leave" form abiding by the conditions established by that form.

Unit employees must indicate a reason for taking a personal day on one (1) of the two (2) allotted days as follows: Legal, Medical, Religious or Immediate Family. The remaining day may be used without a reason being provided to the District.

7. Emergency Days

A. 10-Month Aides and Assistants

ARTICLE XII, 7. A. (continued)

When school is closed for emergency closing on a regular instructional day and staff is not required to report, unit employees will not be required to report to work. Unit members will be compensated on those days at 100% of their regular day's earnings.

If unit members, after reporting for work at their regular time, are released early from their duties due to an emergency closing, they will be paid a normal day's pay if that day is considered as a student attendance day for State Aid.

If the opening of schools is delayed, and the unit member's scheduled starting time is after the delayed starting time of the school day, the unit member shall report at his/her scheduled time.

Unit members employed at the District Office shall be excused only if all district schools are closed.

B. 12-Month Aides

If all schools are delayed in opening due to an emergency condition, the 12-Month Teacher Aide will be required to report at the delayed time and receive a full day's regular pay.

If all schools are closed due to an emergency condition, the 12-Month Teacher Aide will not be required to report to work and will receive a full day's regular pay. However, if unused emergency days are returned to the bargaining unit, 12-Month Aides will not receive the day(s).

8. Vacations

All twelve (12) month employees will receive ten (10) days vacation with pay after one (1) year of employment to be taken when school is not in session.

All twelve (12) month employees will receive 15 days vacation after seven (7) full years.

In addition, after fifteen (15) years of service and effective for the 16th year of service, employees will increase vacation days according to the schedule below:

<u>Years of Service</u>	<u>Vacation Days</u>
16	16
17	17
18	18
19	19
20	20

ARTICLE XII, 8. (continued)

In the event of the death of an employee, the District will pay to the employee's beneficiary any earned, unused vacation credit, which would have been due the employee.

If a holiday occurs during an employee's vacation day, the employee will be entitled to an additional day off with pay at a time mutually agreeable between the employer and employee.

Vacations may be taken at any time with the prior approval of the employee's immediate supervisor.

Any employee hired between July 1, and December 31 of any year will be given credit for ten (10) days vacation for the school year of employment. Anyone hired between January 1 and June 30 of any year will have vacation pro-rated at the rate of one (1) day per month. The School District retains the right to limit the number of employees who are absent because of vacation subject to the requirement of the School District. Vacation Request Form will be used to request vacation time. (Appendix B)

9. Bargaining unit members shall be granted days of absence with pay for absences in any legal proceeding connected to their employment by or association with the District.

**ARTICLE XIII
JOB DESCRIPTIONS**

The District shall provide job descriptions for each category within sixty (60) days of execution of this Agreement. Unit members who are new to a building will receive a packet of materials and orientation to the school in accordance with Appendix C.

**ARTICLE XIV
RESPONSIBILITY OF THE PARTIES**

The District and the Association agree to comply with New York State Education Law, the Civil Service Law and the Commissioner of Education's Regulations.

**ARTICLE XV
LAYOFF & RECALL**

- A. In the event of a layoff of unit members, such layoff shall be accomplished by terminating the employment of the least senior unit member within a given title. These titles shall be: 1) Teaching Assistant; 2) Health Office Assistant; 3) Teacher Aide; 4) Part Time Teaching Assistant. Seniority shall be defined as the length of continuous service with the District.
- B. Recall for full time unit members shall be in accord with applicable provisions of Education Law. Recall for Part Time Teaching Assistants shall be as follows: A Part Time Teaching Assistant shall remain on the active recall list for a period of two (2) years from the time of layoff. A Part Time Teaching Assistant shall forfeit these rights to recall if he/she refuses to accept a similar position that is offered.
- C. When a student requiring one-to-one services is absent the TA assigned to that student will be reassigned temporarily within the building by the Principal. The TA being reassigned shall not have his/her regular hours diminished as a result of the new assignment. Whenever the student's absence is determined to be permanent, or after 20 consecutive school days of absence, the one-to-one assistant may be permanently reassigned, and when necessary, the least senior TA shall be laid off according to provisions of NYS Education Law.
- D. The Association shall be notified of any proposed layoff prior to implementation.

**ARTICLE XVI
JOB POSTING**

Before bargaining unit positions are filled, job vacancy notices will be posted in each District building for five (5) school days. Such notices shall also be sent to the CSSPA President. The job postings shall reflect the date that the hiring rate wage commences. The estimated start date shall be in consideration of any actions required by the Board of Education. All candidate applications for such positions shall be made in writing.

**ARTICLE XVII
MILEAGE**

Bargaining unit members who are required by the District to use their personal vehicles for carrying out their duties within the school day other than for initial arrival and departure shall be compensated at the same mileage rate established by the Board of Education for all District employees. Such rate is the IRS determined rate as adopted by the Board of Education.

**ARTICLE XVIII
TERMINATION**

No unit employee will be terminated without reason(s) being given in writing.

**ARTICLE XIX
CONFERENCE DAYS**

Bargaining unit members will be in attendance at Superintendent's Conference Days and will be paid at their regular hourly rate for hours of attendance.

**ARTICLE XX
HEALTH INSURANCE**

A. Employees in this unit will be eligible for the District's health insurance program.

The District will pay according to the following schedule:

<u>Hours Regularly Scheduled</u>	<u>District Contribution To Individual Coverage</u>	<u>District Contribution To Dependent Coverage</u>
36+	93%	93%
30-35	93%	88%
25-29	88%	83%
20-24	83%	78%
All Others	None	None

The liability of the District shall be limited to those employees who actually enroll in the plan.

Enrollment in the plan shall be limited to those periods prescribed by the Agreement with the insurance carrier.

Employees who have coverage in any other manner, other than actually paying for their own coverage, may waive their right to be covered by the District.

If husband and wife are employed by the District, the District agrees to pay 100% of family plan.

If an employee selects PHP or any other District sponsored health insurance plan, the District's obligation will be the equivalent dollar amount generated by the appropriate percentage paid for the Blue Cross of Central New York.

The school District will pay 50% of the total cost of the individual retiree coverage and will pay 35% of the total cost for additional individual or family coverage for

ARTICLE XX (continued)

present and future bargaining unit retirees. This will be according to current practices as instituted by the District.

For all employees eligible for health insurance, the District will make a contribution annually for dental coverage according to the chart below.

	<u>Individual</u>	<u>Family</u>
Effective July 1, 2008 Through June 30, 2011	\$120	\$270

Unit employees who do not elect the dental benefit will receive a cash payment equal to 50% of the Districts annual contribution.

The District will administer through payroll a voluntary Vision Plan with the full premium being paid by the unit member.

Effective July 1, 2009, the prescription drug benefit shall be separated from the major medical benefit and a two (2) tier prescription drug benefit shall be established. The two (2) tier benefit will include a five dollar (\$5) co-pay for a thirty (30) day supply of generic drugs at retail pharmacies and a twenty dollar (\$20) co-pay for a thirty (30) day supply of brand name drugs at retail pharmacies. In addition, the District will offer a mail order program that will include a single five dollar (\$5) co-pay for a ninety (90) day supply of generic drugs and a single twenty dollar (\$20) co-pay for a ninety (90) day supply of brand name drugs.

B. Flexible Spending Program

The District shall implement an IRS 125 Flexible Spending program. The District shall pay the costs of administering such program. The program may be utilized by bargaining unit members limited to health insurance and dental insurance premiums. The District may elect to administer the program through a third party administrator of its choice.

**ARTICLE XXI
EVALUATION**

A. The main purpose of an evaluation is to offer professional support, constructive criticism and suggestions for improving and enriching the bargaining unit member's work in order that the student program may be conducted effectively and according to sound educational principles.

ARTICLE XXI (continued)

- B. Evaluations shall be completed and signed no later than June 15, of each school year by the building principal or another designated administrator. The evaluation shall be discussed with the unit member by the administrator within ten (10) school days of the receipt of the evaluation. The unit member shall then initial the evaluation to indicate that it has been read. The unit member will then have the right to submit a written personal statement relative to the contents of the evaluation. Any evaluation which indicates that a unit member has a need to improve skills will be accompanied by written suggestions intended to assist the unit member in improvement of performance.

- C. Each bargaining unit member shall receive a copy of all evaluations to be placed in his/her file. The personnel file for each bargaining unit member shall be in the District Office. The bargaining unit member shall have the right, upon request and with reasonable advance notice, to review and copy the contents of his/her file in the presence of a District designated official. A bargaining unit member shall be entitled to have a personally selected representative accompany him/her during such review.

**ARTICLE XXII
WAGES**

A. Wages:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Hiring Rate (Aides/Health Office Assistants)	\$14.69	\$15.17	\$15.66
Hiring Rate (Teaching Assistants)	\$14.69	\$15.17	\$15.66
Contract Rate	\$16.48	\$17.01	\$17.57

Unit members shall serve one year at the Hiring Rate wage and receive the Contract Rate upon reaching their hiring date and beginning their second year with the District. *Example: Amy is hired on October 20, 2008, at the Hiring Rate. Effective October 20, 2009, Amy will receive the Contract Rate going forward.*

Bargaining unit member's wages will be annualized and paid in equal installments according to the teacher's pay schedule. The following calculation will be used to annualize the wage: *number of hours worked each day x number of days worked each year x the contractual hourly wage = the annual salary.*

ARTICLE XXII (continued)

Bargaining unit members may opt to be paid in 26 equal checks. If this option is selected, it may not be changed for that school year. The bargaining unit member will receive five equal checks the last pay date in June.

Unit members who terminate with the District will have their pay adjusted on their last check.

B. The School District shall provide for the direct deposit of a bargaining unit member's paycheck. The direct deposit must be authorized, in writing, by the employee prior to the commencement of the direct deposit. Further, the procedures and the banks or other financial institutions to which the direct deposit may be made shall be governed by the policies of the District's designated depository bank. The District shall advise all bargaining unit members as to procedures and the banks with whom the District's designated depository bank will have direct deposit.

C. Longevity (each year)	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
After ten (10) years of service =	\$ 462	\$ 477	\$ 493
After fifteen (15) years of service =	\$ 877	\$ 906	\$ 935
After twenty (20) years of service =	\$1,289	\$1,331	\$1,374
After twenty five (25) years of service=	\$1,701	\$1,756	\$1,813

D. Teacher Substitute

On occasions when unit members substitute for regular teachers or nurses they will receive \$25.00 a day, over and above their daily rate. Unit members who substitute for any time greater than one (1) hour shall receive a pro-rated amount of the payment. If there is more than one unit member regularly assigned to a teacher or nurse, the designated unit member subbing for that teacher or nurse will be on a rotational basis among those who are regularly assigned to the teacher or nurse.

E. Overtime – 12-Month Aides

If an employee actually works thirty-five (35) hours in a given week authorized by his/her supervisor to work additional hours beyond the thirty-five (35) hours, the employee will receive payment at the rate of time and one-half his/her normal hourly rate for all hours or part thereof worked in excess of thirty-five (35) hours.

All Sunday work, unless part of the employees regularly scheduled work schedule, shall be compensated at the rate of time and one-half the regular hourly rate.

ARTICLE XXII, E. (continued)

Overtime payments will be paid as soon as possible after work is performed.

The employer agrees not to change the employee's normal workweek schedule for the purpose of eliminating payments of overtime.

F. Prior Service Credit

All newly hired bargaining unit members or bargaining unit members who are rehired after resigning shall be given salary credit for their previous experience.

**ARTICLE XXIII
HOLIDAYS**

A. 10-Month Aides and Assistants

All employees will receive pay for nine (9) holidays.

B. 12-Month Aides

All full-time twelve (12) month employees will receive thirteen (13) paid holidays.

It is understood that the days that are actually declared as holidays will be determined by the District, with such determination being made prior to the commencement of the school year.

In the event that school must be held on one of the previously scheduled holidays, all employees shall be required to work on the scheduled holiday and shall receive an additional day off with pay at some future time which will not conflict with the operation of the schools.

All of the thirteen (13) holidays will be designated in accordance with the school calendar for each year of this agreement.

**ARTICLE XXIV
WORK DAY, WORK WEEK**

1. 10-month Aides and Assistants will work Monday to Friday, the number of hours required by the individual job. For the purposes of calculating a full day's pay at the contractual hourly rate, a full day will be considered 6½ hours exclusive of lunch break and the days will be the same as the teachers calendar.
2. Normally, the work week for 12-Month Aides will be from Monday to Friday, 7 hours per day exclusive of lunch break. Exceptions to this may be based on the District's needs.

ARTICLE XXIV (continued)

3. Part time shall be defined as those working less than 6½ hours per day exclusive of lunch break and/or less than five (5) days per week. When part time unit member's work varies in hours from day to day, a schedule shall be established and remain in place. Schedules may be modified and reestablished by the District according to program and/or student needs. Wages will be annualized based on the part time unit member's individual set schedule, in accordance with Article XXII.A and paid in equal installments according to the teacher's pay schedule.

Except for emergencies, a twenty-four (24) hour notice will be provided in the event there is a change in the work schedule.

Whenever a part-time CSSPA member is working for the school district as a Teaching Assistant during the regular school day, he/she shall receive his/her regular contract wage.

**ARTICLE XXV
PRINTING**

Within six (6) weeks of the ratification of this Agreement, the District will print and distribute copies of this Agreement to all covered employees.

**ARTICLE XXVI
SICK LEAVE BANK**

Effective July 1, 2001, there shall be established a Sick Leave Bank subject to the following terms and conditions.

A. Membership

Membership in the Bank shall be comprised of all Central Square Support Personnel who (a) are covered by the collective bargaining agreement and (b) were voluntarily enrolled in the Bank and had contributed the required number of sick days from their personal account as of the immediate preceding enrollment period. The first enrollment period shall be the period from September 1, 2001 to May 31, 2002. Succeeding enrollment periods shall be the periods from September 1 to October 31 of succeeding years or within sixty (60) days of date of hire, if not hired on September 1. To achieve membership in the Bank, a bargaining unit member must complete the prescribed form and must contribute sick days from that bargaining unit member's personal account equal to the number of sick days said individual would have contributed if continuously enrolled in the Bank from the date of establishment of the bank, or, if later, the date of said individual's first employment with the District. The above-described

ARTICLE XXVI, A. (continued)

initial contribution will not exceed a maximum of twenty (20) days per entering bargaining unit member.

B. Contributions

1. Each bargaining unit member who wishes to become enrolled in the Bank as of the first enrollment period shall contribute one sick day from such individual personal accumulated sick leave account. There shall be an additional assessment of one day's sick leave from each member's account in each succeeding September 1st that, as of said September 1st, there are less than 150 unused sick days in the Bank. Additional assessments may be made when mutually agreeable by the Association and District. Any member withdrawing from the Bank shall forfeit all prior sick day contributions to said bank.
2. When a bargaining unit member leaves the employment of Central Square Central School District for any reason except retirement, they may donate their unused accumulated sick days to the Sick Leave Bank.

C. Sick Leave Committee

A Sick Leave Committee shall be formed consisting of two designees of the District and two designees of the Association. Such Committee shall have authority to grant up to a maximum of (10) sick days to any one member in any one school year or to anyone member for any one serious sickness or injury. In the event of an impasse, such committee may select a mutually agreeable fifth member for the purpose of resolving such impasse. The committee, upon request, shall make available to the Association and the District an accounting of applications and days expended. All votes taken by the Sick Leave Committee shall be confidential.

D. Board of Education

The Board of Education, in its sole and exclusive discretion, shall have the authority to grant additional sick days from the Bank to any member who has exhausted the ten (10) sick days previously granted by the Committee. The Committee, in its discretion, may submit a recommendation to the Board in regard to any application for additional sick days.

E. Eligibility

To be eligible to receive sick days from the bank, a member must meet the following conditions:

ARTICLE XXVI (continued)

1. Be a member of the Bank as of the date the serious sickness or injury first arises or is first diagnosed.
2. Have missed at least twenty (20) consecutive school days solely because of such serious sickness or injury. In the event of a member missing twenty (20) consecutive school days because of serious sickness or injury, then returning to work for several days, and then being forced to return to sick leave because of the same initial condition, there will be no additional twenty (20) days waiting period required.
3. Provide both the District and Committee with such medical proof or documentation as either the District or Committee may request either at the time of application or at any time during the period of serious sickness or injury. The

District may, at its expense, require examinations by a doctor or doctors designated by the District during the period of such serious sickness or injury.

F. Determinations

It is the intent that sick days will be granted from the Bank only in cases of serious sickness or injury, as generally regarded by the medical profession, which are of an unforeseeable and unavoidable nature. The Committee and the Board shall be granted wide discretion in determining whether a member shall be granted sick days from the Bank and may impose conditions on such grants such as, but not limited to, a further portion of all of the unused sick days in the individual's personal account be first exhausted or that a certain rehabilitation program be followed. Determinations of either the Committee or the Board of Education relating to the sick Bank shall not be subject to the grievance or arbitration provisions of the labor contract. Whether a member receives

or does not receive sick days from the Bank shall neither add to nor diminish such member's rights and liabilities under the law.

G. Notification

With the first pay check in September, bargaining unit member will be notified of the number of sick days accumulated as of the preceding June 30.

**ARTICLE XXVII
DURATION**

This agreement shall be effective as of July 1, 2008, unless otherwise noted, and shall continue in full force and effective until June 30, 2011

**ARTICLE XXVIII
COMPLIANCE WITH THE LAWS OF 1969**


Agreements between Public Employers and Employee Organization, Section 204 A-Taylor Law. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

SIGNATURES

For the Association:

For the District



President
Anna Ineich

Superintendent
Carolyn F. Costello

9-4-09

Date

9.04.2009

Date

APPENDIX "A"
REQUEST FOR PERSONAL BUSINESS LEAVE

An employee may request on this form not more than two (2) days per contract year, personal business leave. The following must be met:

- 1.) These days shall be for reasons beyond the control of the employee.
- 2.) The leave may be granted at the discretion of the Superintendent of Schools.
- 3.) The leave must be requested at least five (5) working days in advance. If an emergency arises, the applying employee should explain the reason for the emergency below.
- 4.) Indicate which of the following reasons by checking one of the boxes below:
 - Legal/Personal
 - Medical/Personal
 - Other (graduation, college entrance, wedding)

If none of the above, give details _____

From: _____ Date of Leave: _____
(Employee's Name)

(School)

(Building Supervisor's Signature) _____ (Date)

Supervisor's Comments: _____

To: Superintendent
 Accepted _____
 Rejected _____
Superintendent
Date

APPENDIX "B"

DISTRICT MISSION: TO EMPOWER ALL STUDENTS TO EXCEL AS CITIZENS IN A CHANGING WORLD

CENTRAL SQUARE CENTRAL SCHOOLS

REQUEST FOR VACATION TIME

DIRECTIONS: Complete and submit this form to your immediate Administrator/Supervisor at least 5 working days prior to anticipated request.

EMPLOYEE'S NAME _____

DATE(S) REQUESTED FOR VACATION _____

Administrator's/Supervisor's Signature **Today's Date**

NOTE: Approval of this request may be dependent upon available personnel to cover this absence.

____ **APPROVED**

Authorizing Signature

____ **NOT APPROVED**

Date

White: Personnel Office
Yellow: Administrator/Supervisor
Pink: Employee

APPENDIX "C"

AGREEMENT

THIS AGREEMENT is entered into by the Superintendent of the Central Square Central School District on behalf of the District (District), the Central Square Support Personnel Association (CSSPA).

- 1.1. By this Agreement, the parties hope to ensure the proper orientation of CSSPA members when they are initially assigned to a district school building.

The parties hereby agree as follows:

- 1.2. During the first week of school each building principal will initiate a meeting with the respective CSSPA Building Representative (BR) at a mutually agreeable time and place. At this meeting the Building Principal and the CSSPA Building Representative will make plans regarding orientation of all new CSSPA members that might begin employment in the building at any time during the coming school year.

