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GEN | 5748

# AGREEMENT

Between

NEWFIELD CENTRAL SCHOOL DISTRICT UNIT  
OF LOCAL 855  
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.,

and

NEWFIELD CENTRAL SCHOOL DISTRICT



July 1, 2006 – June 30, 2009

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



## Table of Contents

<u>Article</u>		<u>Page</u>
I	Preamble .....	1
II	Recognition .....	1
III	Overtime .....	2
IV	Holidays .....	3
V	Vacation .....	3
VI	Sick Leave – Bereavement .....	4
VII	Leaves of Absence .....	5
VIII	CSEA Meetings .....	6
IX	Retirement .....	7
X	Seniority, Layoff, Recall .....	7
XI	Employee Rights .....	8
XII	Uniforms .....	8
XIII	Mileage Reimbursements .....	9
XIV	Reciprocal Rights .....	9
XV	Employment Defined .....	10
XVI	Jury Duty .....	11
XVII	Increments, Transfers, Postings .....	11
XVIII	Monthly Meetings .....	11
XIX	Public Education – A Partnership .....	12
XX	Insurance Coverage .....	12
XXI	Wages & Salaries .....	14
XXII	Grievance Procedure .....	17
XXIII	Daycare/Tuition .....	19
XXIV	Evaluation.....	19
XXV	Duration.....	20

**ARTICLE I**  
**PREAMBLE**

The Newfield Central School District and the Newfield Central School Unit 8909, Tompkins County Local 855 of the Civil Service Employees' Association, Inc., Local 1000 AFSCME, AFL-CIO (herein called CSEA), declare to be their mutual policy that in order to promote harmonious labor relations between employer and the employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees Fair Employment Act.

**ARTICLE II**  
**RECOGNITION**

**Section 1**

The Newfield Central School District recognizes the Newfield Central School Unit 8909, Tompkins County Local 855, of CSEA, Local 1000, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for all the employees in the Unit described as follows:

Included: cleaner, microcomputer specialist, health care aide, part time typist, account clerk typist, secretary, stenographer, personal health care aide, school bus driver, school bus driver/mechanic, mechanic, custodian, school bus driver/custodian, teacher aide, food service helper, registered school nurse and monitor. NOTE: the parties have listed the civil service job titles in the recognition statement. The parties have some local titles that are included within these civil service titles and they are as follows: food service helper includes cashier, food service worker and cafeteria helper; cook includes the local title called main cook; custodian includes building custodian and regular custodian; the term teacher aide has been known in the past as paraprofessional.

Excluded: School District Treasurer, Assistant to Treasurer, Secretary to the Superintendent, Cafeteria Manager, Head Cook, Head Custodian, Transportation Supervisor, Head Bus Driver, Assistant Treasurer, Nurse Practitioner, Teaching Assistant, per diem substitutes, seasonal employees, employees who are students in the employer school district.

**Section 2**

The Newfield Central School District shall make separate deductions from the wages of the employees who are members of the Newfield Unit of the Tompkins County Local Unit of CSEA, dues, insurance premiums, and/or other authorized deductions for those employees who sign authorizations permitting such deduction and will make separate remittals of the same to CSEA Incorporated, 143 Washington Avenue, Albany, New York 12210.

**Section 3**

Upon written request by the president of the Unit, the Superintendent is to furnish a complete listing of names, home addresses and job titles of all employees in the negotiating unit within thirty (30) working days.

**Section 4**

For the purposes of this agreement, the Newfield Central School District shall become known as the District and the Newfield Central School District Unit Number 8909 of Tompkins County Local 855, Civil Services Employees Association, Inc., becomes known as CSEA.

### Section 5

CSEA affirms that it does not assert the right to strike against the employer, to assist in or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

## **ARTICLE III OVERTIME**

### Section 1

The employer agrees to provide all employees within the bargaining unit who work over forty (40) hours per week a rate of pay at time-and-one-half the regular hourly rate.

### Section 2

Use of any paid leave during this period will be construed as hours worked.

### Section 3

Any forty (40) hour per week employee who drives a field trip will be compensated at his/her regular pay rate.

### Section 4

Full time employees who work on a holiday shall be paid their regular pay for the holiday, plus one and a half times their regular pay for the hours worked on that holiday.

### Section 5

Employees who are scheduled overtime on a regular basis will not earn benefits on their overtime hours as described, i.e. Articles V, VI, VII.

### Section 6

Any employee who works more than forty (40) hours per week on a regularly scheduled basis will be paid at the rate of one-and-one-half times his/her primary pay rate, i.e. the rate of pay for his/her full time position. Employees will be paid for actual hours worked.

### Section 7

In the assignment of overtime work to be performed by members of the buildings and grounds, the opportunity to work overtime will be distributed on a relatively equal basis within job classifications. The initial assignment of overtime opportunities will take into consideration the seniority of unit members.

### Section 8 Extra Work

- A. In the assignment of extra work in the food service area, this will be offered on a rotating basis to those interested unit members who are capable of performing the work. The process to begin this rotation is that the District is to circulate a list or lists to the unit members on which the employee is to indicate an interest in extra work that would occur during the school year.
- B. In the assignment of extra work for cleaners, custodians and bus drivers will be offered on a rotating basis to those interested part time unit members who are capable of performing the work and who are reasonably able to substitute (for bus drivers this does not include giving up a regular route assignment in order to substitute for someone else) prior to assigning this work to others. The process to begin this rotation is that the District is to circulate a list or lists to the unit members on which the

employee is to indicate an interest in extra work that would occur during the school year.

The lists will be circulated on or about September 1<sup>st</sup> of each school year.

- C. Overtime will not normally be assigned when unit employees are absent due to sickness, vacation, personal or other paid leaves. The District agrees to assign this work that is to be known as extra work, to part time District employees who are capable of substituting and who are reasonably available to substitute prior to assigning this work to other substitutes. (e.g. a cleaner who is assigned to work for a custodian who is out sick will be paid at the rate of cleaner, or 75% of the custodial starting rate, whichever is greater.)

## **ARTICLE IV** **HOLIDAYS**

### **Section 1**

All full time ten or twelve month employees shall be paid twelve (12) holidays per year. In order to qualify for the holiday, it must fall within the employees' work period. These will be selected by the Employees' Association Executive Committee and the Chief School Administrator from the following list of days when school is closed: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, the day before Christmas, and Christmas Day.

If the holiday falls on a Saturday, the preceding Friday may be chosen in place of the holiday. These days can be used as holidays only if school is not in session. These above days may be altered by mutual agreement between the School District and the Association.

### **Section 2**

Permanent part time employees shall have five (5) paid holidays selected from the list of days found in Section 1. These holidays shall be selected by the Employees' Association Executive Committee and the Chief School Administrator and may be altered by mutual agreement between the School District and the Association. Ten month 40 hour a week employees will be entitled to the same holidays as twelve month employees that fall within their time of employment.

## **ARTICLE V** **VACATION**

### **Section 1**

Twelve month employees with under one year of service shall be entitled to one working day per month of service cumulative to ten days. After one year of service two weeks (ten working days); after three years of service, three weeks (fifteen working days); after sixteen years of service, sixteen days; after seventeen years of service, seventeen days; after eighteen years of service, eighteen days; after nineteen years of service, nineteen days; after twenty years of service, full time employees shall be entitled to four weeks (twenty working days).

A week's vacation pay will be equal to the individual's normal work week. Effective July 1, 1994, earned vacation shall be credited on employee's anniversary date and shall not be used prior to that date.

### Section 2

Twelve-month (12) employees may carry over no more than five (5) days of unused vacation from one work year to the next. The remainder of any used vacation time must be used or paid out in accordance with the following process. No unit member may accumulate more than thirty (30) vacation days. If a unit employee has in excess of 30 vacation days on the date of contract approval, s/he has one (1) year from that date to be in compliance with the agreement after which the thirty (30) day cap will apply, even if s/he has more than that accumulation.

Twelve (12) month employees shall have the option to request a week's salary in lieu of vacation in each contract year. Salary in lieu of vacation must be approved or disapproved by the Superintendent (or his/her designee) based on work needs of the District. The request for pay out of accumulated vacation time must be made at least forty-five (45) calendar days prior to the end of the work year.

### Section 3

Unless the employee has been discharged for misconduct and/or incompetence, any earned and unused vacation time shall be paid to the employee upon termination of employment.

## **ARTICLE VI SICK LEAVE - BEREAVEMENT**

### Section 1

All full time employees, either ten or twelve month, shall be entitled to one (1) sick day per month of employment without diminution of salary because of personal illness or illness in the immediate family cumulative to 180.

If a pattern of absence is shown by use of Mondays and Fridays, before and after holidays or recess periods, or shows repetitive and/or extended absences, the District may require a doctor's certificate.

### Section 2

Each permanent part time employee (other than substitutes) shall be entitled to one (1) sick day per month without diminution of salary because of personal illness cumulative to 105 days. The length of the sick day is the regular workday of the employee. This includes all bus drivers who drive a minimum of two (2) regular runs per day on a regular basis, and employees that work a minimum of fifteen (15) hours per week on a regular basis.

If a pattern of absence is shown by use of Mondays or Fridays, before and after holidays or recess periods, or repetitive and/or extended absences, the District may require a doctor's certificate.

### Section 3

The District will grant up to five (5) working days of bereavement leave to a unit member in the event of a death in the immediate family. The immediate family for purposes of this leave is spouse, child, parent, parent-in-law, grandparent, sister or brother of the employee, sister-in law or brother-in-law of employee or spouse, or a person residing in the employee's house.

The District will grant up to one (1) working day of bereavement leave to a unit member in the event of a death of an aunt, uncle, nephew or niece of the employee.



#### Section 4

A sick leave bank has been established for use by the employees in the bargaining unit. The following procedures shall be followed in respect to the establishment and administration of this bank:

1. Membership in the sick leave bank shall be on a voluntary basis. Enrollment is to take place in September of each year or within thirty days of employment.
2. Each participating employee must contribute two (2) of his/her personal sick leave days for the initial establishment of the bank. Replenishment of the bank shall take place each September and may require additional contributions from participating employees up to a maximum of two personal sick days per employee.
3. For the purpose of the sick leave bank calculation, personal sick leave days shall be valued at one (1) full day for employees working six (6) or more hours per day and 1/2 day for employees working less than six (6) hours per day. (Example: If two 6-8 hour employees and two less than six hour employees each initially contributed two days to the bank, the bank would then contain six full days.)
4. There will be a committee formed to determine a sick leave bank member's eligibility to use the bank. This committee shall consist of the Superintendent, an administrator, and two CSEA employees.
5. In order for a participating member of the sick leave bank to be eligible to use the bank, he/she must have, prior to use, used up all his/her personal sick leave. The illness or disability must be of a serious or catastrophic nature, or other appropriate purposes, and must be for at least ten work days duration. The sick leave bank may not be used to supplement workers' compensation benefits or for natural disabilities.
6. Whenever possible, request of sick leave bank days shall be made ten days in advance. Requests shall be made in writing to the Superintendent or his/her designee.
7. If eligibility requirements are met to the satisfaction of the sick leave bank committee, an employee may use up to a maximum of twenty days from the bank annually. Each day shall be equal to the employee's workday.

### **ARTICLE VII LEAVES OF ABSENCE**

#### Section 1

The Board of Education may grant an employee a full leave of absence without pay not to exceed one year to a unit employee who has successfully completed the probationary period.

Application for this leave will be made in writing to the Business Administrator thirty (30) days prior to the commencement of the requested leave. If the employee wishes to maintain his/her medical insurance, he/she may do so by paying the same rate as the Board pays for other employees within the unit but at no expense to the District.

Upon the expiration of such leave of absence, the employee shall be reinstated to the same or similar position which he/she occupied at the time the leave was granted with the restoration of all benefits previously enjoyed if said position exists. The employee must work at least six (6) months during the fiscal year in which the leave of absence is granted in order to receive an increment step the beginning of the next fiscal year.

#### Section 2

The District will grant an unpaid leave of absence up to one year due to disability (resulting from occupational injury or disease as defined in the Workman's Compensation Law). The District will pay health insurance premiums at the same rates as if the employee was not disabled.

#### Section 3

Pay deductions for absences--those employees employed on an hourly basis will have the hourly rate times the number of hours absent deducted from their wages.

#### Section 4

The District will grant to each unit employee, two (2) personal days per year. Effective on July 1, 2005 and following, after ten (10) years of service a unit employee will be granted three (3) personal days per year. Personal business days must be requested three (3) days in advance and may only be used for the following reasons - medical; weddings (within immediate family); graduation of child, spouse or self; paternity; legal business; or child's education. Personal days may not be used for vacationing; shopping; recreational activities; personal convenience; hunting, fishing, or other field activities. The District reserves the right to monitor personal business days. The use of personal leave shall be at the discretion of the Superintendent. Unused personal leave shall be converted to sick leave accumulation at the end of each school year.

#### Section 5

For those ten (10) month unit employees who are informed that they are not to come to work on a day that the school is closed because of weather conditions or other emergency closing reason and who are not otherwise compensated for the emergency closing day because each is not required to come to work, each such ten (10) month employee may, at the employee's option, apply to use an unused personal leave day for this emergency closing day. A ten (10) month employee may convert one (1) sick leave day to an additional personal leave day and may then apply the personal leave day for use in the case of an emergency closing day. The employee has two (2) business days from the emergency closing day to submit a written sick leave conversion form or request to the Business Administrator.

### **ARTICLE VIII CSEA MEETINGS**

Three (3) days of time off with pay shall be granted by the Business Administrator to the president or his/her designee to attend official union functions. The Unit President shall have one (1) hour per week to be used for Unit Union business. The President and Superintendent of schools shall meet to agree on when the one (1) hour will be taken.

**ARTICLE IX**  
**RETIREMENT**

**Section 1**

Effective July 1, 2003, each full time employee covered by this agreement who retires while employed by the Newfield Central School District will be compensated at \$40.00 per day for each day of sick leave that the employee has accumulated at the effective date of the employee's retirement up to 180 days.

Each part time employee covered by this agreement who retires while employed by the Newfield Central School District will be compensated at \$20.00 per day for each day of sick leave that the employee has accumulated at the effective date of the employee's retirement up to 105 days.

In order to be eligible for this benefit, the employee must be eligible to retire according to the rules and regulations of the New York State Employee's Retirement System and must give written notice to the District no later than ninety (90) days prior to the effective date of the employee's retirement.

**ARTICLE X**  
**SENIORITY, LAYOFF, RECALL**

**Section 1**

Seniority shall commence under the date of first hire by the Newfield Central School District.

**Section 2 Layoff and Recall**

The employer agrees to a seniority preference list regarding layoffs and recalls to work. Said layoff and recall shall be based on seniority with full time and part time employment differentiated. When an occupied position in the non-competitive or labor class within the bargaining unit is abolished, layoff shall be made from those employees within the same job classification within specific departments. The procedure set forth in this section applies only to non-competitive and labor class employees in the unit. Competitive class employees are covered by the civil service law and the local civil service rules as to layoff and recall and the contract provisions do not apply to competitive class employees.

The layoff shall be in the inverse order of the employees seniority date. The least senior employee shall be the first laid off. Conversely, the last laid off employee shall be the first recalled.

Any non-competitive or labor class employee in the District whose position is abolished or hours are reduced shall have the right to displace the least senior person within the same job classification within specific departments, whose hours are equivalent to the more senior employee.

The Departments are Food Service, Bus Drivers, Custodians, Clerical, Paraprofessionals (Teacher Aides), Bus Driver/Custodians and Bus Driver/Clerical Paraprofessionals (Teacher Aides).

1. A layed off person shall be placed on the Preferred Recall List ("the list") for a period of four (4) years dating from the effective date of the layoff.

2. Vacant positions will be offered to layed-off persons on the list in writing as they become available, starting with the first name on the list and proceeding until the position is accepted. Only after all persons on the list have declined the position will it be posted as a vacancy.
3. A layed-off person shall remain on the list until s/he is offered a permanent position that is equal to or greater in number of hours to the position from which s/he was layed-off. Once a layed-off person has declined a permanent position of equal or greater hours, his or her name will be removed from the list and s/he will lose all rights to future positions. This will be clearly communicated in writing before s/he declines.
4. If a layed-off person accepts a position with the District that is temporary, or does not bring them at least equal to the number of hours of the position from which s/he was layed-off, s/he would remain on the list for up to four (4) years and continue to be offered positions until made whole, or until the expiration of a four (4) year period.

### Section 3

A resignation constitutes a break in employment and causes a loss of seniority to the unit member. A break in employment of one (1) year or less, other than a resignation, shall not cause a loss of seniority. An employee who is rehired after one (1) year will be considered to be a new employee and will not carry over any benefits from his/her previous employment.

## **ARTICLE XI DISCIPLINE PROCEDURE**

The employer agrees that all employees in the bargaining unit shall be accorded the same rights the competitive employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal, suspension, and discipline upon the completion of three years of service.

## **ARTICLE XII UNIFORMS**

### Section 1

Each full time cleaner and custodian is to wear a uniform consisting of a green work shirt with a District logo while at work for the District. The District will provide each full time cleaner, custodian and every food service helper with an annual credit allowance of \$80 to purchase replacement items (shirts or pants).

The uniform for food service helpers is to be a green shirt and tan (khaki) pants.

Newly appointed full time cleaners and custodians and food service helpers will be provided with five (5) shirts upon the commencement of employment if the employee successfully completes three (3) months of employment. If the employee leaves employment prior to completing three (3) months of employment, the shirts are to be returned to the District.

**ARTICLE XIII**  
**MILEAGE REIMBURSEMENTS**

School vehicles will be used whenever possible. The current Internal Revenue Service rate for mileage will be paid for use of personal vehicle if a school vehicle is not available. If a school vehicle is available and the individual elects to use his own car, the Board of Education will pay thirteen cents (.13) per mile.

**ARTICLE XIV**  
**RECIPROCAL RIGHTS**

**Section A. Rights of Employee Organization.**

**Section 1**

The Newfield Central School District shall recognize the right of the employee to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, benefits, grievances and disputes as to the terms and conditions of this contract.

**Section 2**

The CSEA shall have the right to post notices and other communications on bulletin boards provided by the District, maintained on the premises and facilities of the employer with the approval of the Business Administrator. There shall be one (1) Bulletin Board for CSEA use in each District Building.

**Section 3**

The Newfield Central School District agrees that each employee will be allowed to examine any public record pertaining to the employee's own personal history and employment. Said employee shall have the right to have his/her CSEA representative present at such review.

**Section 4**

With employee's approval, the employer agrees that CSEA shall have the right to represent its members under the Grievance Procedures. (Such procedure is at Article XXII).

**Section 5**

The District agrees to provide the CSEA with space which may include a room which the CSEA may use. This space/room is subject to the following:

1. If the District is not in a position which would allow the use of such space due to it's educational mission, then the District is not obligated to provide this space;
2. If a space/room is provided, the CSEA agrees that it does not and cannot have exclusive rights to use and control of this space or room and the space or room remains the property of and it's use is controlled by the school district.
3. There is no expectation of privacy associated with the use of any such space or room and any or all of it's contents and such space or room may be entered, inspected, searched at any time by officials or agents of the school district, or any other person(s) authorized by the school district to so enter, inspect, and search.
4. It is understood that, except as authorized by Article XV, Section 2., union business may not be conducted during work time in this space or room.

5. If, as a convenience to the school district, such space or room is at reasonable time required to be locked or secured, then the District would affix it's own lock(s) to any such space and the District could then issue, at it's discretion, a key to any such space to duly authorize officers of the negotiating unit.
6. If, at any time during the course of this Agreement, the District experiences any operational problem with the space or room provided under this section, the District may reopen negotiations on this subject.

Section B. Employer Rights.

1. The CSEA recognizes the employer's right to manage the School District and to direct its employees toward the objectives of that District.
2. It is the intention of the parties that the District retains all of the rights, powers, and authority that the District had prior to the signing of this agreement.

**ARTICLE XV**  
**EMPLOYMENT DEFINED**

Section 1

The normal work schedule for full time employees is eight hours per day, forty hours per week for five consecutive days, for ten or twelve months per year.

Section 2

A permanent part time employee is one who works less than eight hours per day, a minimum of three hours per day and fifteen hours per week for either ten or twelve months per year.

Section 3

A regular bus driver is one who drives at least two (2) regular runs per day or the equivalent thereof.

Section 4

All ten month employee's salaries shall be divided equally and paid bi-weekly from the first pay period after the start of the school year to the last pay period in June. Effective July 1, 2003, newly hired unit members will be paid on the basis of the actual hours worked for the first 14 weeks of employment. In addition, during this first 14 weeks of employment, each unit employee may earn and accrue one (1) sick leave day per month of employment, however, no paid sick or personal leave may be taken during this 14- week period.

Section 5

During the summer, secretaries shall have the option of reducing their work week from 40 hours to 35 hours, with a corresponding reduction in wages and sick leave accrual, with no reduction in other benefits (e.g. personal leave, etc.) at the discretion of the immediate supervisor.

## **ARTICLE XVI**

### **JURY DUTY**

Any employee serving on jury duty who is released from that duty and has half of their normal school work day remaining shall return to his/her regular school job for that half day.

## **ARTICLE XVII**

### **INCREMENTS, TRANSFERS, POSTINGS**

#### **Section 1**

The Board of Education reserves the right, upon the recommendation of the Superintendent, to grant merit increases to any individual at any time.

#### **Section 2**

The Board of Education reserves the right to determine the wage level upon which a person shall begin a new position. This shall apply to persons transferring within the system and/or new employees. Persons transferring within the system shall not be placed below their present salary.

#### **Section 3**

Any employee who receives a negative evaluation and is not recommended to receive a wage increase shall have the right to review said evaluation with the Superintendent. If an employee is unsatisfied with the decision, he may appeal said decision to the grievance procedure.

#### **Section 4**

All unit employee vacancies will be prominently posted in work locations for a minimum of ten (10) calendar days. Unit employees shall be afforded the right to apply for said vacancies.

If a vacancy occurs in a ten (10) month position during the summer recess period, the District agrees to mail the vacancy to local unit president at the time the vacancy is posted in the school district.

#### **Section 5**

Vacancies shall be filled with consideration to seniority, ability and qualifications.

#### **Section 6**

All employees will be notified of the successful candidate(s).

## **ARTICLE XVIII**

### **MONTHLY MEETINGS**

Upon proper application, the Newfield Central School District shall allow the CSEA unit of non-teaching employees to hold monthly meetings in the school, in a place designated by the building principal.

**ARTICLE XIX**  
**PUBLIC EDUCATION – A PARTNERSHIP**

All employees should consider public education as a partnership between the school and community and interpret it as such in all speech and action.

**ARTICLE XX**  
**INSURANCE COVERAGE**

**Section 1**

The Board of Education will participate in the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent (current level of benefit or better as of July 1, 1986) as follows:

**Section 2** For those unit members who were employed before March 23, 1998, the District agrees to the following:

- 1 Individual Plan. Effective on July 1, 2003 and following for those eligible unit employees, the District agrees to pay ninety percent (90%) of the cost of an individual plan and the employee must pay the remainder by payroll deductions.

**Section 3** For those unit employees hired after March 23, 1998, (see side letter), the District agrees to pay ninety percent (90%) of the cost of an individual plan and a true eighty percent (80%) of the cost of a two-person or family plan. With regard to the family and two-person plan, the unit employee will pay a true twenty percent (20%) of the cost of the plan.

**Section 4** To be able to participate in the health care plan, a unit employee must be employed on a regular basis by the District for at least twenty (20) hours per workweek.

**Section 5** The prescription drug card is to have an employee co-payment of \$0 generic drugs and \$10 brand name drugs per script to be filled. In addition, the District's plan has a mail order process for some drugs and this mail order process is much less expensive for the unit member for those drugs that are in the mail order drug list.

**Section 6**

The stipend to be paid for not electing to use the health insurance program is to be \$850 per year for the life of the agreement.

**Section 7**

After July 1, 1993, all new drivers will work 20 hours per week to be eligible for health insurance benefits. Any driver hired before July 1, 1993, and who is currently receiving health insurance will continue to receive health insurance unless he/she voluntarily reduces his/her hours of work through voluntary transfer or a request for reduction of work hours.

**Section 8**

The District shall make available the dental plan utilized by other employee units at Newfield Central School District. Employees will pay 100 percent (100%) of the premiums. Other



dental plans may be referred to the joint Labor/Management Committee for review of benefit comparisons and costs.

#### Section 9

The District agrees to make available the opportunity to set up flexible spending accounts for unit members which may be used for the unit employee's share of health insurance premiums, for unreimbursed medical expenses and for dependent care. Any such accounts will be required to meet all state and federal tax laws and regulations. With regard to unreimbursed medical expenses, the maximum amount of money which may be allocated shall be \$3,000 per plan year.

The District agrees to pay the startup administrative costs and the CSEA agrees to help the district sign up as many participants as is reasonably possible to keep the administrative costs down. If the net cost to the school district is more than \$250 for the first full plan year, the CSEA and the District agree to meet to renegotiate the issue of the cost of administration.

#### Section 10

Coordination of benefits. Those eligible unit members who are married to another District employee agree that each such couple may, according to the eligibility requirements of the insurer, elect one (1) family plan, one (1) two person plan (if offered) or two (2) individual plans, however, it is agreed that each such unit member in such a situation may not elect two (2) family plans or one (1) family plan and one (1) individual plan or (1) two person plan and one (1) individual plan.

#### Section 11

1. In order for unit employees to be eligible for health insurance at the time of their retirement, they must have fifteen (15) years of service with the Newfield Central School District, and be employed by the District at the time of their retirement.
2. The health insurance premium paid by the District for retirees will be frozen at the rate the District is paying at the time of the unit employee's retirement.
3. If a rate is negotiated for unit members that is less than what the District pays for any retiree, the new lower rate will become the maximum rate that the District will pay for each individual retiree.
4. It will be the retiree's responsibility to make payments to the District for the difference between the District's maximum contribution and the actual cost for the health care plan. The retiree shall make a quarterly payment on or before every calendar quarter, i.e. January 1, April 1, July 1 and October 1.

#### Section 12

The employee annual deductible for the District's health care plan is to be \$100 individual/\$300 family & 2 person plan.

**ARTICLE XXI**  
**WAGES & SALARIES**

**A. Wages**

1. Each unit employee hired after July 1, 1997 would be placed on the entry level or other appropriate level of hourly compensation which is to be starting wage for that employee. If a unit employee is appointed after July 1, (2006, for example) and before February 1, (2007 for example) that employee is to receive the negotiated increase, if any, that would be added to the wage of unit employees on the next July 1 (2007 in the example). If a unit employee is appointed between the dates of February 1 (2007, for example) to June 30, (2007, for example) that employee will remain at the rate of pay when appointed until the second July 1 (2008, for example) after appointment at which time s/he will receive the negotiated increase, if any.
2. 2006-07 School Year. Each returning unit member (i.e. not a new employee who is handled in 1., above) is to receive an increase in hourly pay over that rate of pay for the 2005-06 school year of \$0.45 per hour.
3. 2007-08 School Year. Each returning unit member (i.e. not a new employee who is handled in 1., above) is to receive an increase in hourly pay over that rate of pay for the 2006-07 school year of \$0.45 per hour.
4. 2008-09 School Year. Each returning unit member (i.e. not a new employee who is handled in 1., above) is to receive an increase in hourly pay over that rate of pay for the 2007-08 school year of \$0.45 per hour.

**B. Starting Rates of Pay**

<u>Section 1 - Secretary to the Principal :</u>	\$10.37/hr
<u>Section 2 - Bus Driver/Teacher Aide:</u>	\$10.91/hr
<u>Section 3 - Stenographer:</u>	\$10.37/hr
<u>Section 4 - Cafeteria Employees:</u>	Cook \$10.00/hr Food Service Helper \$8.30/hr
<u>Section 5 - School Nurse:</u>	\$14.00/hr
<u>Section 6 -Regular Bus Driver:</u>	\$15.83/hr
<u>Section 7 - Mechanic:</u>	\$12.03/hr
<u>Section 8 - Bus Driver/Mechanic:</u>	\$11.53/hr
<u>Section 9 - Regular Custodian:</u>	\$10.37/hr

Note: Custodians may be utilized to help cafeteria workers do lifting and transporting duties.

Section 10 - Full time Bus Driver/Custodian: \$10.87/hr

Section 11 - Building Custodian: \$11.41/hr

Night Custodians - Night Custodians will be paid an additional five (5) percent of his base salary. This shall apply to full time night custodians only. Custodians may be utilized to help cafeteria workers to do lifting and transporting.

Section 12 - Permanent part time Custodial Help: \$10.46/hr

Section 13 The day care supervisor will receive a stipend of \$800 per year. The position of day care supervisor will be ten (10) months.

Section 14 – Cleaner: \$8.00/hr

Section 15 – Teacher Aide: \$7.54/hr

Section 15 – Health Care Aide: There is no health care aide at the present time. Should the District hire a health care aide in the future, the District and the Union agree to negotiate the rate of pay for this job.

Section 16 – Longevity

- a. Longevity increment - Effective on July 1, 2003 or upon the approval of this successor agreement, whichever is later: after ten (10) years of continuous employment, full time employees will be granted an annual increment of \$100.00. After ten (10) years of continuous employment, permanent part-time employees will be granted an annual increment of \$50.00
- b. After 15 years of continuous employment, full time employees will be granted an annual increment of \$300.00. After fifteen years of continuous employment, permanent part time employees will be granted an annual increment of \$150.00.
- c. Note: A unit employee who is currently eligible to receive the 15-year or 20-year longevity increment during the 2003-04 school year will not receive the ten (10) year longevity increment. For example if a full time unit employee is eligible to receive the 15 year longevity increment on July 1, 2003, s/he will only receive the \$300 and s/he is not entitled to also receive the \$100 longevity increment.
- d. After twenty (20) years of continuous employment, full time employees will be granted an annual increment of \$400.00. After twenty (20) years of continuous employment, permanent part-time employees will be granted an annual increment of \$200.00.
- e. After twenty-five (25) years of continuous employment, full time employees will be granted an annual increment of \$500.00. After twenty-five (25) years of continuous employment, permanent part-time employees will be granted an annual increment of \$250.00.

- f. These increments shall annually be added to the employee's salary, but shall not become part of the employee's base salary. The bonus will be paid starting on the actual day of the 10, 15 20, 25- year anniversary. If the anniversary date falls mid-year, the employee shall receive a pro rated bonus based on the actual days of service. In all subsequent years of continuous service, the employee will receive the full bonus.

#### Section 17 - Paycheck Information

Information with regard to codes that are used on unit member paychecks will be furnished and available in the business office.

#### Section 18 - Bus Driver Items

- a. All drivers shall receive an hourly wage for actual hours worked.
- b. Bus drivers will be allowed to bid on bus routes annually by seniority. Bidding will take place prior to the start of school.
- c. Special Education runs and other special runs.
  - (i) Special education runs shall be exempt from bidding as deemed necessary by the Transportation Supervisor. Regular drivers shall bid by seniority on special education runs not filled by full time Driver/Custodians or Driver/teacher Aides. Drivers shall be permitted to "bump" the least senior driver of a special education run in the event that their special education run is eliminated.
  - (ii) Other Special Runs defined as BOCES Midday run and Pre-Kindergarten runs shall be exempt from bidding as deemed necessary by the Transportation Supervisor. Regular drivers shall bid by seniority on special runs not filled by full time Driver/Custodians or Driver/Teacher Aides. When an "other special run" becomes vacant or is created during the course of the school year (not before school starts or by November 1st during the beginning period of school) it shall not be subject to the bid procedure stated in paragraph number "b" above. The vacant special run shall be posted for at least five (5) school days and interested candidates must express interest in the run by a written application. After the close of the posting period, the Transportation Supervisor will award the run within a reasonable period of time. This procedure does not apply to special education runs. If a driver's "other special run" is eliminated, then if this driver has more seniority than another, this driver may bump the least senior driver of an "other special run".
- d. Bus driver/custodians will be assigned to the shorter bus runs.
- e. The District reserves the right to reassign bus drivers to different routes based upon considerations of discipline and/or safety.
- f. Middle of the day special runs as defined in c. (ii), above shall be guaranteed a 1.5 hour minimum.

- g. Field Trips - Bus Drivers will be compensated at the rate of \$11.25 per hour for extra trips, with a minimum of \$22.50 per trip.

If a driver drives a field trip during the time he would be on his regular run, the driver will be paid for the actual amount of time lost from the regular run at his regular hourly rate. The field trip rate will commence with the expiration of the actual amount of regular run time.

Field trips and non-school trips shall be offered to all drivers by establishing two concurrent lists of drivers in alphabetical order by drivers last name (two drivers with the same last name would use first letter of first name). The alphabetical list offering field trips should include substitute drivers. The first driver on the first list shall be offered the first field trip, then the next driver the next trip, until the list is exhausted, in rotation. If a driver refused a trip, it will count as a trip taken and the first driver on the second list will be offered the trip. Drivers may switch trips with the approval of the Transportation Supervisor.

Drivers who drive on field trips which require six to ten hours are to be compensated for meals up to \$6.75 per meal, not to exceed \$13.50 per day, upon submission of a claim form and/or meal ticket.

Pay for showing up for a cancelled field trip or athletic trip without notification will be \$11.25. Notice will be given as soon as possible, but not later than one hour before the scheduled departure time. Notice will be considered given with one phone call to the driver's home telephone number.

- h. Regular Bus Drivers who substitute for another regular driver on a regular run will be paid at his/her regular hourly rate.
- i. Each Bus Driver or full time employee who attends a mandatory training session will be paid a maximum of two hours at his/her regular hourly rate for up to three sessions per year.

## **ARTICLE XXII** **GRIEVANCE PROCEDURE**

### **Section 1 - Definitions**

- A. An employee shall mean any person in the unit covered by this agreement.
- B. Employer shall mean the individual designated by the Newfield Central School District to review and resolve grievances.
  - a. Association or Union shall mean the Newfield Unit of CSEA.
- C. A grievance is a complaint by an employee in the unit, or by the employer, concerning an alleged misinterpretation or misapplication, of an express provision of this agreement.

- D. Days shall mean all days other than Saturdays, Sundays, and Holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- E. Attached to the Agreement, as Appendix A. is a blank sample grievance form.

## Section 2 - Rights of the Grievant

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

## Section 3 - Mutual Rights

- A. In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his representative fails to make a decision within the required time period, the grievance may be appealed to the next higher step in the procedure.
- B. All grievance discussions, meetings, conferences, hearings shall be conducted by mutual agreement of both parties.
- C. The time limits at any step(s) may be extended by written mutual consent of the parties.

## Section 4

### Presentation of a Grievance

#### **STEP ONE**

- A. An employee(s) who claims to have a grievance shall present his grievance to his immediate supervisor or his nominee within **ten (10)** working days of its occurrence, with the objective of resolving the alleged grievance informally.
- B. The immediate supervisor or his nominee shall meet with the parties to resolve the grievance within **ten (10)** working days. After the meeting of the parties, the immediate supervisor or his nominee shall render a decision in writing within **ten (10)** working days, a copy of which is sent to the employee(s) and his/her representative, if any.

#### **STEP TWO**

- A. The aggrieved party, if not satisfied with the decision at step one, may, within **ten (10)** days, request in writing, a hearing before the Chief School Officer. The **ten (10)** days refer to receipt of the written decision in step one. The requested hearing shall be held within ten (10) days thereafter, copies of the decision to the aggrieved party and his representative, if any.

#### **STEP THREE**

- A. The aggrieved party, if not satisfied with the decision at step two, may, within **ten (10)** days, request in writing a hearing before the School Board. The **ten (10)** days refer to receipt of the written decision in step two. The requested hearing shall be held within

thirty (30) days after it is received and a decision shall be made within ten (10) days thereafter. Copies of the decision will be sent to the aggrieved party and his representative, if any. If the grievance is not resolved at that point, the aggrieved person and the grievance committee may appeal to the Public Employee Relations Board.

### **ARTICLE XXIII DAYCARE/TUITION**

#### **Section 1**

Unit employees who place their children in the District's daycare program, are to receive a twenty percent (20%) reduction in the fee. Those unit employees who enroll their non-resident children in the Newfield CSD do not have to pay non-resident tuition costs. The admission of non-resident students is subject to District Board of Education Policy No. 7131.

### **ARTICLE XXIV EVALUATION**

#### **Section 1**

The formal evaluation process is one of many ways that the District uses to evaluate the unit members.

#### **Section 2**

The District will conduct an evaluation process with regard to probationary employees at those times when it, in its discretion, believes it necessary or in concert with the local civil service rules.

#### **Section 3**

With regard to those employees who have successfully served a probationary period, the District will conduct a formal written evaluation process when it, in its discretion, believes it is necessary. The unit employee will receive a copy of the written evaluation form and may offer comments to the form within ten (10) calendar days of receiving the form.

#### **Section 4**

The evaluation forms will be placed in the personnel file.

#### **Section 5**

The employee will be given advanced notice of the evaluation.

#### **Section 6**

The District and CSEA shall meet to agree to the form to be used for evaluation.

#### **Section 7**

If the District does an evaluation of a department, all of the employees in the department must be evaluated.

**ARTICLE XXV**  
**DURATION**

Section 1

Both parties agree that all negotiable items have been discussed during negotiations leading to this agreement and hereby specifically agree that negotiations will not be reopened on any item during the term of this agreement.

Section 2

If any provision(s) of this agreement shall be found to be contrary to law, such provision(s) or application(s) shall be deemed affected, but that all other provisions of this Agreement shall continue in full force and effect.

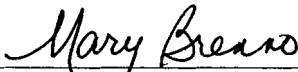
Section 3

Section 204-a. of the Taylor Law requires the following statement appear in this Agreement.

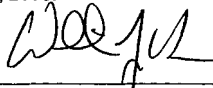
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

Section 4

This agreement covers the period of July 1, 2006 through June 30, 2009. Only the wage provisions of the Agreement are retroactive to July 1, 2006.



Mary Brenno, President  
Newfield Central School District Unit  
Of Local 855, Civil Service Employees  
Assoc, Inc.




William Hurley  
Superintendent of Schools  
Newfield Central School District

9/6/2006

Date

9/6/2006

Date

  
Sept. 6, 2006



**Newfield Central School District and CSEA, Inc.**

Side letters regarding negotiations 1997-98

Nurse Insurance Policy

The District and the CSEA have also agreed on the payment of an insurance policy for the school nurse in the bargaining unit. This payment is grandfathered for this specific person and ends if she leaves District employment.

**Newfield Central School District and CSEA, Inc.**

Side letters regarding 2000 negotiations that are to continue in 2003-2006

2006-2009  
CND  
CND

1) With regard to Article XX, Insurance Coverage, Section 1.C., it is agreed that Marlina Terlouw, although she was hired on April 17, 1998, is covered under the language of Section 1.B.

2) With regard to Article V, Vacation, the parties recognize a problem concerning vacation carryover and the crediting of an employee's anniversary date. The parties agree to meet in a labor-management committee on this issue.

