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GEN/5656

AGREEMENT

by and between the
BOARD OF EDUCATION

of the
MORIAH CENTRAL
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Moriah CSD Unit #6805
Essex County Local 816

July 1, 2013 - June 30, 2017

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**ARTICLE I
DEFINITIONS**

The common terms used throughout this Agreement are defined as follows:

Board means the Board of Education of the Moriah Central School District.

Employee means all individuals represented by the Essex County Local of the Civil Service Employees Association, Inc. as their collective bargaining agent.

CSEA shall mean the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, Moriah Central School Unit of Essex County Local.

Superintendent means the Superintendent of Schools of the Moriah Central School District.

District means the Moriah Central School District.

Probationary period will be defined as set forth under the Essex County Civil Service Rules.

**ARTICLE II
LEGISLATIVE APPROVAL**

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

Civil Service Law
Article 14
Section 204-a

**ARTICLE III
PHILOSOPHY**

The Board and the CSEA firmly believe that the primary function of the Board and its uncertified personnel is realized only when it is clearly understood that the work performed by non-certified personnel is unquestionably related to and makes a definite and positive contribution toward assuring each pupil attending the Moriah Central School the highest level of educational opportunities obtainable. The Board and the CSEA believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and not only its certified personnel but its non-certified personnel as well.

ARTICLE IV RECOGNITION

Section 1:

The Board of Education, Moriah Central School District, recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Moriah Central School Unit of the Essex County Local #816 as the sole and exclusive bargaining agent for all non-certified employees who work twenty (20) or more hours a week in the job titles of Typist, Account Clerk, Sr. Account Clerk/Typist, Account Clerk/Typist, Sr. Typist/Receptionist, Data Entry Machine Operator, Switchboard Operator, Teacher Aide, Library Aide, Library Clerk, Job Placement Assistant, School Monitor, Custodian/Bus Driver, Head Custodian, Custodian, Bus Driver, Automotive Mechanic, Automotive Mechanic Helper, Sr. Cook, Cook, Clerk, Food Service Helper, Nurse, Two (2) Part-time Custodians, and Handicapped Aide but excluding the job titles of District Clerk, District Treasurer, School Lunch Manager, Superintendent's Confidential Secretary, Business Manager and Superintendent of Buildings and Grounds.

Section 2:

The Board agrees that CSEA Local 1000, AFSCME, AFL-CIO shall be the sole and exclusive representative for all employees described in Section 1 above for the purpose of collective bargaining and grievances.

Section 3:

Pursuant to Section 208 of Article 14 of the Civil Service Law, CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

ARTICLE V DUES AND PAYROLL DEDUCTION

Section 1:

The Board shall deduct from the wages of employees and remit to CSEA or its designated agent regular membership dues and other authorized deductions for those employees who have signed authorization permitting such payroll deductions.

Section 2:

a. The District hereby agrees to make, from the wages and salary of every non-member in the negotiating unit, an agency shop fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., and to transmit said sums in a separate check to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

b. The District agrees to send a list containing the names, social security numbers and the dollar amount of those agency shop fee employees along with the separate agency shop fee check.

**ARTICLE VI
NO-STRIKE PLEDGE**

Section 1:

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

**ARTICLE VII
NEGOTIATIONS PROCEDURES**

This recognition constitutes an agreement between the Board and the CSEA to reach understanding regarding matters of terms and conditions of employment. The Board and the CSEA recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. The Board recognizes that it must operate in accordance with the statutory provisions of the New York State Law, New York State Education Department and the rules and regulations of the Commissioner of Education. The Board cannot reduce, negotiate or delegate its legal responsibilities.

Section 1 - Opening Negotiations

CSEA shall notify the Board at the January meeting of their intent to open negotiations for a successor agreement.

Section 2 - Exchange of Information

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue or issues under consideration.

Section 3 - Reaching Agreement

When agreement is reached, covering the areas under discussion, the Board will cause the proposed agreement to be reduced to writing as a Memorandum of Understanding and submitted to the CSEA and the Board for approval. Following approval by a majority of the CSEA membership and by a majority of the Board, the Board will take such actions upon the recommendation or recommendations submitted as are necessary to make them official.

Section 4

This Agreement or contract may be amended by consent of both parties with written evidence of said consent being presented by each party to the other.

**ARTICLE VIII
UNION RIGHTS**

Section 1

The Board recognizes the right of employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to terms or conditions of this contract and to visit employees during working hours with permission of the Superintendent or his/her designee. Such employee representatives shall be permitted to appear at public meetings of the Board upon the request of the employee, in conformance with Board policy.

Section 2

The CSEA shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Board, subject to the approval of the contents of such notices. The officers and agents of the CSEA shall have the right to use a designated school area for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 3

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Board and the CSEA and the uninterrupted operation of the school.

Section 4

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA, without fear of coercion, reprisal or penalty from the CSEA or the Board.

Section 5

Employees may join and take an active role in the activities of the CSEA without fear of any kind of reprisals from the Board or its agents.

Section 6

Officers of the Moriah Central School Unit of CSEA shall be permitted to utilize their leave time without pay to attend official CSEA functions such as regional meetings, local meetings or annual meetings. Five (5) days written notice will be required prior to such leave being granted.

**ARTICLE IX
WORKING CONDITIONS**

Section 1

The District shall notify CSEA at least seven (7) days in advance of any change in working conditions or working methods, except where such change is required because of an emergency or major disaster over which the District has no control.

Section 2

Clerical Staff will be dismissed when school is released due to emergency conditions.

**ARTICLE X
SENIORITY**

Section 1

Title seniority shall be defined as the continuous service of an employee within a title

Section 2

District seniority shall be defined as the continuous service of an employee within the District.

ARTICLE XI VACANCIES AND POSTING

Section 1

As vacancies occur or new positions are created within a department and the District deems it necessary to fill such a vacancy, a notice will be posted ten working days prior to filling the position that the vacancy exists. Such posting shall indicate the Civil Service job title, the minimum qualifications for the position, rate of pay, projected start date and instructions on how to respond in writing as well as other information that may be pertinent. Full time employees within the department in which the vacancy occurs shall be given first consideration when filling such vacancy. If the vacancy is not filled from within the department, full time employees in other departments shall be given the opportunity to apply for the position in compliance with Civil Service Regulations.

a. The District shall provide written notice of "new" hires to the CSEA Unit President within ten (10) working days from date of hire. Such notice to include the new employees name, job title, hiring date and rate of pay.

ARTICLE XII PROMOTIONS

Section 1

For purposes of promotion to an existing or newly created non-competitive or labor class position, the applying employee with the greatest seniority shall be given the promotion. A promoted employee shall be given a period of time as set forth in the Essex County Civil Service Rules to familiarize himself/herself with the duties of the position. If at the end of that probationary period the employee decides to return to his/her former position or if the District requests that the employee return to his/her former position because in the District's estimation he/she is unable to perform the duties of the position to which he/she was promoted, such employee shall return to his/her former position without loss of seniority or accrued benefits. In addition, the employee shall be placed on the step of the salary schedule which he/she had attained at the time of promotion or if a new contract period has begun, he/she shall receive the step he/she would have attained as if he/she had remained in the position to which he/she is returning.

Section 2

Promotions in the competitive class shall be subject to the rules and regulations of the Civil Service Law. At the Board's discretion, the employee may receive credit for any prior experience.

Section 3

When an employee is promoted to a job classification for which there is higher compensation, the employee's step placement and compensation shall be determined as follows: The employee's previous rate of compensation will be compared with the new position's salary schedule, he/she will then be moved to the next higher level of the new position's schedule. Based on the new position's salary, his/her step location will be determined.

ARTICLE XIII LAYOFF AND RECALL

Section 1

Employees who are terminated in connection with a staff reduction or abolition of one (1) or more positions will be given a preference for placement to fill positions within the District which are vacant or may be vacant and for which they are qualified.

Section 2

Layoff shall be in accordance with title seniority with the least senior employee(s) in the title being laid off first. Employees being laid off shall be given two (2) weeks notice.

Section 3

Laid off employees shall be allowed to bump into lower titles within the District using their district seniority. The laid off employee shall bump the employee having the least title seniority in the lower title and less district seniority than the bumping employee.

Section 4

Recall shall be in the inverse order of layoff. An employee's recall rights shall remain in effect for two (2) years.

Section 5

Bus Drivers: layoff shall be in accordance with title seniority and qualifications with the non-full CDL license least senior employee(s) in the title being laid off first. Employees being laid off will be given two (2) weeks notice.

**ARTICLE XIV
PRIOR SERVICE CREDIT**

Section 1

Previous experience - Any former District employee rehired after July 1, 1973, upon being rehired, may be given credits for prior service subject to approval of the Board.

**ARTICLE XV
SICK LEAVE**

Section 1

Twelve (12) month employees will be granted fifteen (15) sick days a year accumulative up to two hundred (200) days.

Section 2

Ten (10) month employees will be granted twelve (12) sick days a year accumulative up to two hundred (200) days.

Section 3

Bus drivers will be granted six (6) sick days a year accumulative up to ninety (90) days.

Section 4

The business office shall notify each individual employee as to the total number of accumulated sick leave days as soon as possible after the beginning of the school year.

Section 5

Subject to the stipulation and limitation that this section can only be invoked in the event that a CSEA bargaining unit member has exhausted his/her accrued sick leave and is still unable to return to work due to a catastrophic illness or disability, as certified by a physician; on a case-by-case basis, members of the CSEA bargaining unit may donate sick days(s) to the affected CSEA bargaining unit member. The CSEA Association will solicit the donation(s) from the CSEA bargaining unit members and shall notify the Superintendent of the name and number of day(s) that shall be deducted from the donor's accrued sick leave and the total number of day(s) that have been donated. Such reporting will be signed by the donor and accrued to the affected CSEA bargaining unit member. It is expressly understood that any determinations to invoke this section are the sole prerogative of the Association and not the District.

Section 6

In the event that an employee reports for work and becomes ill the time shall be deducted from his/her leave credit.

**ARTICLE XVI
PERSONAL LEAVE**

Section 1

Personal leave of seven (7) days per year is included in the fifteen (15) days leave per year mentioned in Section 1 - Article XV. Personal leave as such does not accumulate, but any unused amount will be allowed as part of the total accumulation of sick leave. Ten-month employees will have six (6) personal days included in the twelve (12). Bus Drivers will have three (3) personal days included in the six (6). The employee shall give his/her immediate supervisor three (3) days prior notice except in case of emergency when the employee should give the earliest possible notice. Personal leave is for personal business which cannot be conducted outside working hours. An employee may further use his/her sick leave in the event of death in the immediate family. Up to three (3) days bereavement leave per death shall be granted to an employee who has exhausted his or her personal leave. Any leave granted will be deducted from the employee's sick leave. Immediate family shall include wife or husband, children, brother or sister, and mother or father.

**ARTICLE XVII
WORKERS' COMPENSATION**

Section 1

Whenever an employee is absent from school as a result of personal injury caused by an accident or disease arising out of or in the course of his/her employment, days lost from school will be deducted from sick leave, but those days for which the Board is reimbursed by Worker's Compensation will be reinstated.

**ARTICLE XVIII
MATERNITY LEAVE**

Section 1

Maternity leave, without pay, of up to twelve (12) months, but not to extend beyond the second September opening of school, will be granted to an employee. Upon confirmation of pregnancy, the length of time the employee involved will continue to work shall be left to the discretion of the attending physician. The Board reserves the right to require the employee's physician to state in writing that she is physically capable of performing her school duties. No step advancement will be granted while an employee is on an unpaid maternity leave.

Section 2

The time of return from such leave shall be within the time period mentioned above, also by mutual agreement of the employee and the Board.

**ARTICLE XIX
OTHER LEAVES**

Section 1

Leaves of absence without pay for reasons not covered above may be granted under the provisions of Civil Service Rule XVIII by the Board to all full time monthly and salaried employees. No step advancement will be granted while an employee is on an unpaid leave of absence.

**ARTICLE XX
VACATIONS**

Section 1

Full time, twelve-month employees will be granted vacations as follows:

1 - 4	years of service	2 weeks
5 - 9	years of service	3 weeks
10-15	years of service	4 weeks
16 -	years of service and over	5 weeks

New hires will be granted vacations on a pro rata basis only from the end of his/her probationary period to July 1st. The vacation will be calculated at the rate of one (1) day per month with a maximum of ten (10) days.

Section 2

The decision as to when vacations will be taken is left to the discretion of the Superintendent.

Section 3

Drawing of earned credits upon resignation - At the time of resignation or retirement and upon at least two (2) weeks notice, drawing of any accrued credits for vacation shall be allowed to an amount not to exceed twenty-five (25) working days for benefits.

Section 4

If a holiday falls within the vacation period of an employee, the vacation period of such employee shall be extended by the holiday that falls within such period. Refer to Article XXI. - Paid Holidays. Paid holidays are as per the school calendar.

Section 5

a. The system that has been in existence for senior employees hired before 1990 will continue. That being vacation days earned during a given school year could not be taken until the following school year. During the following school year the vacation days earned would be taken or be lost.

b. For junior and prospective employees, vacation days will be taken in the year that they are earned or be lost.

c. Should an employee be separated from the District prior to June 30 of any given year and vacation days were used during that year, if any adjustment of salary is needed, it would be made in the final paycheck.

**ARTICLE XXI
PAID HOLIDAYS**

Section 1

New Year's Day
Martin Luther King, Jr. Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before Christmas

Section 2

Employees who are required to work on any of the above holidays shall be entitled to regular pay plus holiday pay equaling "double time" of his/her regular rate of salary.

Section 3

If any of the holidays in Section 1 fall on a Saturday or Sunday in any given year, the CSEA and the administration will meet during the last week in June of each year and substitute a mutually agreeable date for the affected holiday.

**ARTICLE XXII
WORKDAY AND WORKWEEK**

Section 1

The work week in administrative offices shall be seven and one-half (7 1/2) hours per day with one-half (1/2) hour for lunch. The work hours during the summer from the first Monday after graduation to the first Tuesday after Labor Day may be altered to 8:00 – 2:30 at the discretion of the Superintendent.

Clerical personnel hired on or after July 1, 1987 who do not work during school recess periods will have the time not worked charged to vacation time.

Section 2

All full time cafeteria employees shall work six (6) hours per day. In addition to the six (6) hours, the full time cafeteria employees will have an additional one-half (1/2) hour unpaid lunch.

Section 3

Library Aides, Library Clerks School Monitors and Teacher Aides shall normally work six and one-half (6-1/2) hours a day inclusive of lunch.

Job Placement Assistants shall work 8:00 a.m. to 3:15 p.m. each day.

Section 4

The Clerk shall work 8:00 AM to 2:30 PM each day.

Section 5:

Due to the importance of continuous medical coverage, Nurses shall work seven and one-half (7.5) hours per day inclusive of a thirty (30) minute Duty Free lunch. Nurses will be able to leave the premises as long as coverage is provided for in advance.

Section 6:

The work year for Registered Nurses, Cafeteria employees, Library Aides, Library Clerks and School Monitors, Teacher Aides and Job Placement Assistants will be those days when students are in attendance and Superintendent's Conference days.

Section 7:

The workweek for twelve-month employees, other than clerical personnel, will be eight (8) hours per day and forty (40) hours per week.

Day Shift	1 hour lunch	7 AM - 4 PM
Afternoon Shift	1/2 hour lunch	3 PM - 11 PM
Night Shift	1/2 hour lunch	12:30 AM - 8:30 AM
Afternoon Custodian	1/2 hour lunch	3 PM - 11 PM
Bus Drivers	4 hours per day	

Shift beginning and ending times may be altered up to two (2) hours to provide flexibility in scheduling.

Section 8:

School Recess working hours - twelve (12) month employees, other than clerical personnel, shall work from 7:00 AM to 3:00 PM - day shift. Afternoon shift - 12:00 noon to 8:00 PM. Night Shift 8:00 PM to 4:00 AM. Shift starting and ending times may be altered up to two (2) hours to provide flexibility in scheduling. When employee(s) is/are needed to fulfill duties during a shift or time other than the normal recess shift or time, the District will first seek volunteers from the pool of all Maintenance and Custodial Staff. Should no volunteers be available or an insufficient number of volunteers be available, the District will then assign in inverse order of seniority within the District.

Section 9:

The necessity for overtime work shall be approved by the administration before any credits for overtime work shall be allowed. Overtime credits shall be granted, where earned, to all employees. Overtime shall be earned at the rate of time-and-one-half (1-1/2) to be taken as pay. Any time over forty (40) hours shall be considered overtime. Overtime shall commence upon the completion of the regularly scheduled shift. Overtime shall be paid for actual working time. When bus drivers are scheduled for overnight trips, layover pay of five dollars (\$5.00) per hour will be paid for time not considered working time.

Section 10:

Any overtime work shall be rotated, by seniority within classification.

Section 11

Part-time Custodians will work 19.9 hours per week or less, between 3:00 p.m. Friday and Sunday 12:00a.m.

Section 12

Hours outside of the Friday through Sunday window and/or above 19.9 hours per week will be subject to the rotation provisions of Article XXII, Section 10. Part-time Custodians are covered under the rotation provisions of Article XXII, Section 10.

**ARTICLE XXIII
CALL-IN PAY**

Section 1:

Any employee will be paid a minimum of three (3) hours if called in for any non-scheduled work.

**ARTICLE XXIV
UNIFORMS**

Section 1:

All cafeteria personnel will be reimbursed up to sixty dollars (\$60.00) for the purchase of uniforms.

Section 2

All new custodians, custodian/bus drivers, automotive mechanics, and automotive mechanic helpers shall receive three (3) complete uniforms upon initial hiring. Thereafter, all custodians, custodian/bus drivers shall receive up to two (2) complete uniforms each school year. Automotive mechanics and automotive mechanic helpers shall receive up to three (3) complete uniforms each school year. A jacket and liner will be issued when needed at the discretion of the Superintendent. Such uniforms, jacket and liner shall be issued only when previously issued uniforms, jacket and liner are handed in for exchange. In addition a rag service will be provided. The uniform policy for the summer may be amended with permission of the superintendent.

**ARTICLE XXV
SALARY**

Section 1

All current employees to receive the following wage increase:

2013 – 2014	3.0%
2014 – 2015	3.0%
2015 - 2016	3.0%
2016 - 2017	3.0%

Part-time custodian will receive 3.0% increase to hourly rate.

Section 2

All ten month employees may be paid on a ten (10) or twelve (12) month basis.

Section 3

Pursuant to all of the following limitations:

- a. The work performed requires skills of a degree higher than that which is normally associated with the regular duties of an individual.
- b. The work is performed in a fashion akin to the District subcontracting out the work to a specialist or an outside contractor.
- c. The work has been assigned by the Superintendent of Buildings and Grounds or by someone in a higher position of authority than the Superintendent of Buildings and Grounds, and except for periodic acceptance of the work being performed, the employee is not receiving instructions on how to perform the requested assignment, nor is under the direct supervision of a designated supervisor.

Twelve (12) month employees, other than clerical personnel, will be entitled to an additional two dollars and fifty cents (\$2.50) per hour only for the time worked.

Employee(s) who have indicated that he or she has certain abilities to the Superintendent of Buildings and Grounds may, at the sole discretion of the Superintendent of Buildings and Grounds or his/her supervisors, be assigned to duties that would involve those abilities.

Section 4

Bargaining Unit Members will be compensated \$100 when he/she provides security for three consecutive basketball games on the same date. Lesser games per day will be pro-rated. Bargaining Unit Members will receive \$50 for providing security for varsity football games.

**ARTICLE XXVI
HEALTH INSURANCE**

Section 1.

a. All eligible bargaining unit members shall have provided Plan 2 of the BOCES Consortium offered Health Insurance Plan, with major medical and life insurance program. Employee contribution for health insurance coverage shall be the following percent of the premium:

On July 1, 2013, bargaining unit members will move to CEWW Plan 2.

All bargaining unit members will be eligible to participate in a Health Reimbursement Arrangement (HRA) account established by the District and administered by an independent third party, selected by the District. In the event of a change, the Association will give input, and the Association will be provided statements on utilization at least twice per year. HIPAA rights will be respected.

The HRA or its benefit equivalent will be available to all bargaining unit members who retire in Plan 2 until they reach the age of 65, whereby Medicare becomes primary insurance. The HRA will provide membership reimbursement for the deductible and out-of-pocket maximum once they have reached the amounts established under Plan A/I.

Plan 2 does not include prescription drugs as part of the out-of-pocket maximum and deductible.

The HRA shall be subject to any applicable laws, rules, and regulations.

The District shall continue to provide an IRS 125c Plan to eligible members.

The District will provide a Flexible Spending Account (FSA) for all bargaining unit members at an annual rate of \$175.00, effective July 1, 2013, regardless of election of coverage or not.

2013 – 2017
PLAN 2

Family	12%
Individual	12%

b. In the event that both husband and wife are employed by the District, only one (1) family plan or two (2) individual plans shall be provided to the employee. In the event that one spouse is employed by the District and the other spouse is retired from the District, only one (1) family plan or two (2) individual plans shall be provided employee or retiree.

c. Any changes in the insurance carrier shall be by mutual agreement.

d. Subject to the stipulation as set forth in "e" (below), the District will provide full benefits now in effect for employees retiring from the District with fifteen (15) years of continuous service in the District with the following exception: employee members of the CSEA retiring from the District into the state and local retirement systems (Employees' Retirement System) with a disability retirement and with ten (10) years of continuous service in the District will receive full benefits now in effect.

e. Effective July 1, 1990, for any employees hired on or after July 1, 1990, the District will provide the individual plan at no cost to the retiree. The additional cost for dependent care coverage, if desired by the retiree, shall be borne by the retiree.

f. Effective July 1, 2001 the IRS 125 Plan shall be implemented.

Section 2. Health Insurance Buyout

Starting in contract year 2006-07:

- Family Coverage \$800*
- Individual Coverage \$400*

*Subsequent years buyout amount increases/decreases by healthcare percent increase/decrease. Example: 2007-08 Healthcare premium increases by 10%. 2007-08 buyout amounts would be: Family = \$880, Individual = \$440.

Payment of buyout amount will be made to each employee on the first payday in October by separate check.

Once an individual takes the buyout option they are not eligible for district healthcare coverage unless they can prove the following: (Acceptance of adequate proof is up to the sole discretion of the district).

Starting in 2006-07 employees currently opting out of the district's health insurance plan are eligible for the buyout.

New employees shall be eligible upon hire for the healthcare buyout. The buyout will be prorated to reflect a 1/12th per month formula for each full month that the employee was involved in the healthcare buyout program.

Non-voluntary loss of Healthcare Coverage

In order to elect the district healthcare buyout provision an employee must provide documentation as to proof of healthcare coverage. (Acceptance of adequate proof is up to the sole discretion of the district.)

Employees who are covered by the District's health insurance through their spouse are not eligible for the healthcare buyout provision.

ARTICLE XXVII RETIREMENT

Section 1.

Improved Retirement Benefits - Section 41J. The allowance for unused sick leave provides that a member, covered under an "established" sick leave plan, will receive additional service credit at the time of retirement for any allowable earned sick leave not to exceed one hundred sixty-five (165) days. For employees who have accumulated more than one hundred sixty-five (165) sick leave days and who retire under this section, the District will reimburse the retiring employee for accumulated sick leave days in excess of one hundred sixty-five (165) days up to a maximum of two hundred fifteen (215) days at the rate of:

- \$40.00 per day for the 2013-2014 school year
- \$45.00 per day for the 2014-2015 school year
- \$50.00 per day for the 2015-2016 school year
- \$55.00 per day for the 2016-2017 school year

Section 2.

The District shall pass through an appropriate resolution and implement the Improved Twenty Year Career Non-Contributory Retirement Plan (Section 75i) under the New York State Employees' Retirement System prior to June 15, 1976. The District shall continue to provide the Death Benefit Option (Section 60b) under the New York State Employees' Retirement System.

Section 3

Any employee who retires from the District shall be paid an additional three hundred dollars (\$300) for the last year of his or her employment if the intent to retire is declared on or before April 15 of the school year preceding the school year of retirement. Exceptions may be made for extraordinary circumstances at the discretion of the Board.

Beginning July 1, 1977, an employee shall be entitled to an additional one thousand dollars (\$1,000) retirement incentive cash payment for the last year of his or her employment provided such employee declares his or her intent to retire on or before the date stated in paragraph 1 of this section. Such monies will be paid over and above the three hundred dollars (\$300) amount stipulated in paragraph 1 of this section. In order to be eligible for the additional one thousand dollars (\$1,000) retirement incentive cash payment, an employee must meet one of the following conditions:

- (1) Have twenty (20) years or more service with the District, or
- (2) Retire from the District in the first year that the minimum retirement qualifications for one-half pay retirement in accordance with the retirement plan in effect at the time of retirement are met. For the employee who elects to retire in the second year after he or she meets the requirements for retirement at one-half pay, the cash payment shall be seven hundred fifty dollars (\$750). Any employee, who elects to avail himself/herself of the payment as set forth in this paragraph will be eligible for the additional retirement cash incentive payment, set forth in this paragraph, for a period not to exceed two (2) years beyond the year in which such employee first meets all the requirements for one-half pay retirement established under the retirement plan in effect for him or her.

An employee who retires and who is eligible for the retirement incentive cash payment as stated in paragraph 2 of this section will receive such amount as well as the additional payment stated in paragraph 1, provided that he or she declares his or her intent to retire by written memorandum to the Board by the stated date and retires on the date indicated in the letter of intent. An employee who is not eligible for the incentive cash payment as stated in paragraph 2 of this section shall nevertheless be eligible for the additional payment stated in paragraph 1 provided that he or she declares his or her intent to retire in the manner as stated in the previous sentence of this paragraph. In either of the above instances, if such employee revokes his or her declaration, the employee will give up his or her claim to any monies at the time of retirement. The rule shall be that only one (1) letter of intent will be allowed for determining eligibility at the time of retirement and that retirement must be taken in the school year following the school year that the letter of intent to retire is received by the Board.

In no case will the amount of retirement cash incentive payments under paragraphs 1 and 2 of this section exceed one thousand three hundred dollars (\$1,300).

Section 4

a. Bargaining Unit Members who are hired on or after June 30, 2008 shall not be provided with any Medicare reimbursement upon retirement. However, as of July 1, 2008 Bargaining Unit Members who retire from Moriah Central School District with 25 years of consecutive service in the district shall be entitled to Medicare reimbursement for themselves and their spouse, while the retired employee is still living.

b. Members who were placed on PEL will be entitled to Medicare reimbursement upon retirement if they are re-hired by the District and have twenty-five (25) years of collective service. This will only apply if these members are not employed in another District before returning to Moriah Central School District.

**ARTICLE XXVIII
DISTRICT PROPERTY**

Section 1

All properties of the District assigned to an employee shall be returned to the District at the time of resignation or retirement. A card system shall be established. Each employee receiving property from the District which must be returned shall have a separate card denoting the property. At the time the employee receives the property he/she shall sign the card next to the property received. He/she and the Unit President shall be given a copy of such card. At the time of resignation, retirement or prior thereto when any property is returned, it shall be so noted on the card as to the date of return. The administrator or other supervisor receiving the property shall sign the card next to the date of return noting its return. The employee's and Unit President's copy of the card shall also be signed by the administrator or other supervisor. Final checks will be withheld until all terms and conditions of this section have been complied with.

**ARTICLE XXIX
GRIEVANCE PROCEDURE**

Section 1

1.1 Every attempt should be made to settle problems between employees and their immediate supervisor. In the event a problem cannot be settled in that manner the following grievance procedures may be applied.

1.2 An employee who is disciplined or discharged by the District shall be accorded the right of utilizing the contractual grievance procedure for the purpose of seeking redress. The District shall provide the employee(s) who is disciplined or discharged with a written statement of charges within three (3) days of the time it takes the action against such employee(s).

Section 2 : Definitions

A grievance shall mean a complaint by any non-teaching employee or group of employees in a negotiating unit that there has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement, except that the term grievance shall not apply to any matter as to which (1) the method of review is prescribed by law or (2) the District is without authority to act.

The term Supervisor shall mean the Superintendent or any of his/her designated representatives for the area in which an alleged grievance arises.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance. Party In Interest shall mean the Grievance Committee of the CSEA or any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the CSEA.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 - Procedures

3.1 All written grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the CSEA.

3.3 The District and the CSEA agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.4 Except as otherwise provided an aggrieved party and any party in interest shall have the right at Stages 1 & 2 of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at Stages 1 & 2 of this grievance procedure.

3.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District, any member of the administration or the CSEA against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.6 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the CSEA. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.7 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.8 In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

3.9 In any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

3.10 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stages 2 & 3. A copy of such minutes will be made available to the Grievance Committee. Any claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Grievance Committee and the District but shall not be deemed a public record.

3.11 The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.

Section 4 - Time Limits

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at first stage within thirty (30) days after the employee(s) knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the Grievance Committee within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after June 1, but within ten days after the act or condition on which the grievance is based, upon request by or on behalf of the aggrieved party the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5 - Stage 1 - Supervisor:

5.1a An employee having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

5.1b If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee, his/her representative and the CSEA.

Stage 2 - Superintendent:

5.2a If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the employee shall, within five (5) school days, present the grievance to the CSEA's Grievance Committee for its consideration.

5.2b If the Grievance Committee determines that the employee has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twelve school days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

5.2c Within five (5) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.

5.2d The Superintendent shall render a decision in writing to the employee, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

Stage 3 - Board of Education:

5.3a If the employee is not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board within seven (7) days after receiving the decision at Stage 2. The Official Grievance record maintained by the Superintendent shall be available for the use of the Board.

5.3b Within fifteen (15) school days after the receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

5.3c Within five (5) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

Stage 4 - Arbitration:

5.4a After such hearing, if the CSEA is not satisfied with the decision at Stage 3 and the CSEA determined that the grievance is meritorious and that appealing it is in the best interests of the school system it may submit the grievance to arbitration by written notice to the Board within seven (7) school days of the decision at Stage 3.

5.4b Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the CSEA will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

5.4d The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, or extends to anything not included in this Agreement.

5.4e The decision of the arbitrator shall be final and binding upon all parties.

5.4f The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the CSEA. The CSEA will furnish the names of the Grievance Committee members to the Superintendent. At Stages 3 & 4 in the grievance procedure, the employee will be represented by a maximum of two (2) grievance committee members, except the area CSEA representative may participate. Witnesses may be called for testimony.

Superintendent of Schools' Reply

Date _____
(Must be within 5 school days of receipt of appeal)

Signed _____
Superintendent

To Board Of Education

STAGE 3

Date _____
(Must be within 7 school days of answer at Stage 2)

Comment:

Signed _____
Employee

Signed _____
For the CSEA

**Board
Education's Reply**

of

Date _____
(Must be within 5 school days

Signed _____
President, Board of Education

of

hearing)

Fill out in duplicate

White - Employee - Civil Service Employees Association

Yellow- Administration - Board of Education

**ARTICLE XXX
SEPARABILITY**

Section 1:

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or is adherence to or endorsement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.

Section 2:

If a determination or decision is made as per the above section, the original parties to this Agreement shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement for such article or part thereof.

**ARTICLE XXXI
LABOR MANAGEMENT**

Section 1

The purpose of this Article shall be to provide a forum to discuss and attempt to resolve matters of mutual concern. By mutual agreement, matters resolved pursuant to this Article may be placed in writing in the form of memoranda or correspondence between the parties.

Upon a written request, which shall include agenda items from either CSEA or the District, the parties shall meet for the purposes of discussing and attempting to resolve matters of mutual concern. The parties shall meet within two weeks of the request unless the parties agree to extend the meeting date. The parties shall exchange other agenda items during the two-week period. At the time of the meeting additional matters for discussion may be placed upon the agenda by mutual agreement.

The results of a labor-management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement and shall not be subject to the provisions of the Grievance and Arbitration Article of this Agreement.

**ARTICLE XXXII
CDL LICENSE**

Section 1

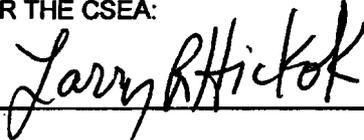
The District will pay the difference between the cost for a CDL license and regular license for District Bus Drivers.

ARTICLE XXXIII

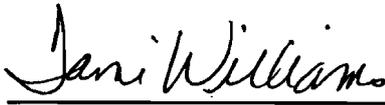
DURATION

The Agreement is effective from July 1, 2013 through June 30, 2017.

FOR THE CSEA:

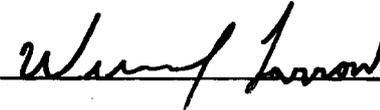


LARRY HICKOK
Unit President



TAMI WILLIAMS
Labor Relations Specialist, CSEA

FOR THE DISTRICT:



WILLIAM LARROW
Superintendent of Schools



CHARLES FRENCH
President, Board of Education

APPENDIX A
Starting Salary Schedule

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Typist	\$21,930	\$22,259	\$22,593	\$22,932
D.E. Clerk, Acct Clerk/Typist	\$23,100	\$23,447	\$23,798	\$24,155
Sr. Typist/, Sr. Acct Clerk/Typist	\$27,288	\$27,697	\$28,113	\$28,534
Auto Mechanic	\$32,541	\$33,029	\$33,525	\$34,027
Auto Mechanic Helper	\$25,509	\$25,892	\$26,280	\$26,674
Custodian	\$24,952	\$25,326	\$25,706	\$26,092
Cleaner	\$21,611	\$21,935	\$22,264	\$22,598
Bus Driver	\$12,845	\$13,038	\$13,233	\$13,432
Custodian Bus Driver	\$25,194	\$25,572	\$25,955	\$26,345
Registered Nurse	\$22,149	\$22,481	\$22,818	\$23,161
Teacher Aide, Handicap Aide, Library Aide, School Monitor	\$10,632	\$10,791	\$10,953	\$11,118
Library Clerk	\$10,020	\$10,170	\$10,323	\$10,478
Job Placement Assistant	\$15,091	\$15,317	\$15,547	\$15,780
Service Helpers	\$12,060	\$12,241	\$12,425	\$12,611
Cooks	\$12,855	\$13,048	\$13,244	\$13,442
Senior Cook	\$14,789	\$15,011	\$15,236	\$15,465
Clerk	\$12,306	\$12,491	\$12,678	\$12,868
Switchboard Operator	\$17,363	\$17,623	\$17,888	\$18,156
	Per Hour	Per Hour	Per Hour	Per Hour
Part-time Custodian	\$10.38	\$10.54	\$10.70	\$10.86

