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# **AGREEMENT**

*Between The*

**SUPERINTENDENT OF SCHOOLS**

*Of The*

**MAINE-ENDWELL CENTRAL  
SCHOOL DISTRICT**

*And The*

**MAINE-ENDWELL  
TRANSPORTATION ASSOCIATION**



*July 1, 2013 through June 30, 2016*

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**CONTRACT DEFINITIONS  
AND  
PROCEDURES**

**ARTICLE I - DURATION**

- A. This Agreement shall be effective as of Day of Signing and shall continue in effect through June 30, 2016.

**ARTICLE II - RECOGNITION**

- A. The District recognizes the Association as the exclusive bargaining agent for the Transportation unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.
- C. The negotiating unit is the group of employees of the Maine-Endwell Central School District represented by the "Association" and consisting of regular full-time and regular part-time Transportation employees including: Bus Driver, Bus Driver/Mechanic Helper, Head Bus Driver, Assistant to the Head Bus Driver, Head Mechanic, Mechanic, Mechanic/Bus Driver, Bus Attendant, and Long-term Substitute as defined in Appendix A of this Collective Bargaining Agreement.

**ARTICLE III - NEGOTIATING PROCEDURES**

- A. Within fifteen (15) school days of a written request from either party, a mutually acceptable date shall be set for a meeting to open negotiation for a successor Agreement. Such request shall be made no earlier than February 1 nor later than March 1 of the year immediately preceding the expiration of the contract.
- B. Whenever a new Agreement is signed by the District and Association, the District shall supply each employee of the bargaining unit with a copy of the Agreement; plus five (5) extra copies to be filed with the Association.

- C. It is agreed that both parties exchange upon request statistics and records relevant to negotiations or necessary for the proper administration of the Agreement. No information of a personal nature, which would be considered an invasion of privacy, will be released without the written consent of the employee.

#### **ARTICLE IV - SAVINGS CLAUSE**

- A. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found 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.

#### **ARTICLE V - STATUTORY NOTICE**

- A. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

#### **ARTICLE VI - ZIPPER CLAUSE**

- A. This Agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

<b>EMPLOYMENT PRACTICES</b>
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#### **ARTICLE VII - ASSIGNMENTS**

- A. The work schedule of each employee will be posted in the appropriate bus garage.
- B. **ASSIGNMENT OF EXTRA TRIPS AND EXTRA TIME**

Transportation employees chosen for extra trip assignments will be selected from a posted list located in the bus garage. All extra trips will be offered to drivers for a minimum of two (2) hours as assigned by the District with the exception of

trips attached to a transportation employee's normal run. Transportation employees will receive their regular hourly rate for extra trip assignments.

For the purposes of the paragraph above, "attached to the run" shall mean the following;

- Any bus trip scheduled to leave Endwell within thirty-five (35) minutes of the driver's normally scheduled clock-out time (fifteen [15] minutes for pre-trip inspection and twenty [20] minutes to drive to Endwell).
- Any bus trip scheduled to leave Maine Memorial within twenty (20) minutes of the driver's normally scheduled clock-out time (fifteen [15] minutes for pre-trip inspection and five [5] minutes to drive to Maine Memorial).

A good faith effort will be made to equalize the effect of all field trip time to transportation employees which is beyond their normal work day. Newly hired employees will not be assigned extra trips until they have completed three (3) months of service to the School District. A review of the equalization effort shall be performed by the Director of Auxiliary Services or his/her designee and the President of the Association or his/her designee at the conclusion of Fall Sports Season, Winter Sports Season and Spring Sport Season. Transportation employees on vacation or personal leave will not have those hours charged to their total when equalizing the effect of extra trip time. Full-time (forty [40] hour) employees who are assigned extra trips will be charged at a rate of one and one-half (1 ½) times the hours they work beyond their normal schedule performing these duties in order to equalize the effect.

Example: Full time (40 hour) employee:  
1 ½ x 4 hour extra trip = 6 chargeable hours

Example: Non-full time employee:  
1 x 4 hour extra trip = 4 chargeable hours

Transportation employees who show up for assigned extra trips and find that the trip has been canceled will receive two (2) hours of work time at their current rate of pay.

For the purposes of the paragraph above, "show up" will apply to any bus trip scheduled to leave;

- Endwell thirty-six (36) or more minutes after the driver's normally scheduled clock-out time,

Or

- Maine Memorial twenty-one (21) or more minutes after the driver's normally scheduled clock-out time.

If the District notifies a driver that his/her trip is canceled before he/she arrives at the pick-up location, the driver will not be paid two (2) hours of work time but will instead be compensated for time worked. (i.e., A driver is scheduled to transport the girls' basketball team to Ithaca subsequent to their regular run. The pick-up location is the Maine-Endwell High School. While driving to the pick-up location, the driver is contacted by the dispatcher and advised the trip has been cancelled due to deteriorating weather conditions. The driver will only be compensated for the extra time worked.)

If the District does not notify a driver that his/her extra trip is canceled and he/she arrives at the pick-up location, the driver will be paid two (2) hours of work time. (i.e., A driver is scheduled to transport the girls' basketball team to Ithaca subsequent to their regular run. The pick-up location is the Maine-Endwell High School. The driver arrives at the pick-up location, and is subsequently advised the trip has been cancelled due to deteriorating weather conditions. The driver would be compensated two (2) hours of work time.)

When a driver does not have a regular run preceding an extra trip (weekends, holidays and evenings), the driver will receive two (2) hours of pay if the District fails to notify the driver that his/her trip is canceled prior to their arrival at the bus garage.

Where, in the judgment of the District it is feasible to allow a regularly employed substitute bus driver to drive the regular route in place of the transportation employee who is normally assigned to such regular route, the regularly employed transportation employee may take an extra trip assignment.

#### C. SAFETY CHECK TIME

During the assigned work schedule for bus drivers, a fifteen (15) minute pre-trip and five (5) minute post trip inspection period shall be allowed each trip for a safety check of the bus by the driver. A fifteen (15) minute period shall also be allowed for a safety check when a substitute bus is assigned which has not been so checked by the driver.

#### D. SAFETY WORKSHOPS

The District will normally post the dates of the scheduled safety workshops by September 1 for each school year.

#### E. REGULAR ROUTE VACANCIES

Where in the judgment of the supervisor the ability, attendance, training and performance of the bus driver applicants are equal, the vacant position will be awarded to the most senior bus driver who applies for the position.

**F. OTHER TRIPS**

It is recognized that during the course of the regular workday trip openings may occur due to absences or other unforeseen circumstances (including the pick-up and delivery of printed materials and substituting for the BOCES, ELC or any other regularly scheduled bus run). Transportation employees interested in driving these trips shall sign up on a list at the beginning of each semester. Trips will be offered on a rotating basis. A record of all such trips will be maintained and distributed to the Association on a monthly basis.

**ARTICLE VIII - EMPLOYEE'S FILE**

- A. Each transportation employee's personnel file shall be available for review by appointment at the District Office in the presence of the Superintendent or his designee. After discussion with the supervisor, a written response may be attached to any material placed in the employee's personnel file. Such material, other than routine business material, should be signed by the employee before being placed in the personnel file. It is understood that the signature does not necessarily indicate agreement, but that the transportation employee has had the opportunity to review said material. The transportation employee must sign said material and may not refuse to sign said material.

**ARTICLE IX - OVERTIME AND CALLOUTS**

- A. Except where Federal Law provides otherwise, overtime will be paid at the rate of one and one-half times (1 ½) the hourly rate of all time worked beyond the regularly scheduled forty (40) hour week regardless of whether or not a paid holiday occurs within the week. Two (2) times the hourly base rate will be paid for work assigned by the District on Sunday. Transportation employees called back to work from home will be compensated a minimum of two (2) hours pay at their current hourly rate.

**ARTICLE X - SCHOOL CLOSINGS AND DELAYED OPENINGS**

- A. Each bargaining unit member (with the exception of those listed in sentence two below) shall receive two (2) paid snow days per year. Each snow day shall be the equivalent of the bargaining unit member's regular workday, not to exceed six (6) hours of compensation.



In the event schools are closed, or the opening of schools is delayed due to inclement weather, the following rules for payment of Head Mechanics, Head Bus Drivers, Assistant Head Mechanics, and Mechanics shall apply:

1. In the event schools are closed for the day, transportation workers shall be allowed up to two (2) hours delayed time getting to work. Such time shall be made up before the end of the next full pay period, or it shall be deducted from the employee's salary.
2. Members of the bargaining unit working less than two hundred sixty (260) days shall not report for work on a snow day and shall not be paid.
3. In the event of emergency, i.e. a natural disaster, where the District indicates that the employee shall not report to work, the employee shall not be deducted in pay. In the event of a state of emergency as declared by appropriate county or state officials, and transportation workers are directed to report to work, and do report to work, they shall be paid at two (2) times their regular hourly base rate.

#### **ARTICLE XI - SENIORITY**

- A. A seniority list shall be prepared by the District in consultation with the Association. A copy shall be posted in each transportation office. Seniority shall be considered if a layoff of a part of the work force is necessitated for economic reasons.
- B. The District will discuss the impact of layoffs for financial reasons as required by law.

#### **ARTICLE XII - VACANCIES**

- A. All original job vacancies in the non-instructional units shall be posted in each transportation office for a minimum of ten (10) working days as soon as possible after the vacancy occurs or when the new position is established. Notices of such vacancies shall be sent to an Association designee for posting. The ten (10) day posting period may be waived by mutual agreement of the District and Association.
- B. Transportation employees who desire a reassignment or transfer may file a written request to the Personnel Administrator through the Supervisor of Transportation.

- C. The District will not permanently fill the vacancy until after the posting period. During the summer months, when school is not in session, a copy of the notice will be mailed to the Association President one (1) working day prior to the actual posting.
- D. On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association's Officers and who is its designee for the purpose of vacancy notices, if other than the President.

<b>RIGHTS AND RESPONSIBILITIES</b>
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**ARTICLE XIII - ASSOCIATION DAYS**

- A. The Association is granted a total of up to four (4) days without loss of pay or leave time for the purpose of designated delegate(s) attending the NYSUT Representative Assembly, attending workshops and/or to conduct Association business. This time can be shared amongst the Officers of the Association or their designee. (Note: the total is four [4] days for all of the foregoing, not four [4] days for each).

**ARTICLE XIV - DUES DEDUCTIONS/AGENCY FEE**

**A. PROCEDURES**

The District agrees that when:

1. The individual employee has voluntarily authorized the District, in writing, to deduct dues and transmit moneys to the Association Treasurer for the Association and other organizations affiliated with the Association through a "unified dues arrangement," and
2. The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof,

the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association, and

3. The Association has, thirty (30) days prior to the deduction, certified in writing to the District the current rate of membership dues.

The District shall then:

4. Deduct authorized dues from the salaries of Association unit members in twenty (20) bi-weekly installments beginning on a mutually agreed upon date.
  5. Deduction of the agency fee provided for in Section 2 of this Article shall be made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
  6. Transmit all deducted dues to the Association Treasurer as deducted.
  7. Provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.
- B. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

This contract provision will terminate on June 30, 2013, notwithstanding the provisions of any statute rule, law to the contrary in effect now or during the term of the contract. Union agrees not to seek recovery from the District for loss that might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

## **ARTICLE XV - CONTRACT VIOLATION/REDRESS**

### **A. VIOLATION CLAIMED**

A claimed violation of this Agreement shall be reviewed by the Supreme Court of New York State under a proceeding under CLP, Article 78.

### **B. RESOLUTION PANEL**

The Association may within ten (10) school days, after an alleged violation, request the convening of a resolution panel, which shall consist of six (6) members, three (3) chosen by the Association and three (3) by the District.

Such request shall be directed in writing to the Personnel Administrator. The panel shall meet within ten (10) school days of the notice to the Personnel Administrator.

The panel shall attempt to resolve the claimed violation. If the panel cannot resolve the claimed violation within thirty (30) school days of the initial notice to the Personnel Administrator, it shall be deemed that the panel was unable to resolve the claimed violation.

This procedure is discretionary with the Association and shall not be considered a condition precedent to commencing an Article 78 nor will the time to commence such proceeding be enlarged by the request for the panel.

## **ARTICLE XVI - MANAGEMENT RIGHTS**

- A. The District retains the exclusive right to manage its educational operation and facilities except as limited by this Agreement or by law.

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## **ARTICLE XVII - PHYSICAL EXAM**

- A. All employees shall be required to have an annual physical exam. This exam will be at District expense and shall be provided by the District physician.
- B. There shall be a Labor-Management Council to make recommendations regarding drug and alcohol testing and education. All recommendations shall be advisory in nature. The Association and the District may appoint equal number of members to the council.

**COMPENSATION  
AND  
BENEFITS**

**ARTICLE XVIII - COVERALLS AND TOOL ALLOWANCE**

- A. The District shall provide mechanics and mechanic helpers with coveralls and uniforms.
- B. All mechanics shall be given a yearly tool allowance of two hundred twenty-five dollars (\$225.00).

**ARTICLE XIX - INSURANCE**

A. HEALTH INSURANCE (ACTIVE EMPLOYEES)

- 1. The District agrees to provide a health insurance plan to eligible employees in either the Central New York Region-wide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association. The following cost sharing provisions shall apply:

2013-2014 Unit members' health care insurance contribution will be:

- Individual Plan - Seven percent (7%), five hundred twenty-seven dollars (\$527), of the cost of an individual plan
- Family Plan - Seven percent (7%), one thousand three hundred dollars (\$1,300), of the cost of a family plan

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2014-2015 Unit members' health care insurance contribution will be:

- Individual Plan - Eight percent (8%), six hundred six dollars (\$606), of the cost of an individual plan

- Family Plan - Eight percent (8%), one thousand five hundred four dollars (\$1,504), of the cost of a family plan

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2015-2016 Unit members' health care insurance contribution will be:

- Individual Plan - The lesser of nine percent (9%) of the cost of an individual plan or seven hundred dollars (\$700)
- Family Plan - The lesser of nine percent (9%) of the cost of a family plan or one thousand seven hundred dollars (\$1,700)

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

Should the parties fail to reach a successor Agreement by the conclusion of the 2015-2016 school year, the health care cost sharing rate in effect until a successor Agreement is reached shall be the lesser of nine percent (9%) of the cost of a family plan or one thousand seven hundred dollars (\$1,700) and/or the lesser of nine percent (9%) of the cost of an individual plan or seven hundred dollars (\$700). Once a successor Agreement is reached, the language above shall sunset and the new contribution rate will equal the percentage negotiated by the parties.

The health reimbursement plan which is currently offered by the District to active unit members provides basic Blue Cross/Blue Shield prescription coverage, with copayments of \$5/\$10/\$27 (three-tier prescription plan) and a Major Medical deduction of one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family plans. Reference is made to the Plan description booklet for a description of the benefits.

## B. HEALTH INSURANCE (RETIREMENT BENEFIT)

1. Unit members hired prior to June 30, 2006 will receive and/or will continue to receive retiree health care reimbursement benefits pursuant to the terms and conditions of the contract they retire under. Employees

hired after July 1, 2006 must have ten (10) years of continuous service with the School District to be eligible for the retiree health care reimbursement benefit.

Those individuals, who retire from the District, shall be entitled to receive health cost reimbursement benefits. The parties acknowledge the Collective Bargaining Agreement does not establish a specific health care plan for retirees. However, the District is required to provide eligible retirees with the "same health cost reimbursement benefits and same health care benefits" as unit members actively employed by the District. The cost sharing rate for individual retirees will be established based on the contribution rate the employee paid during their last year of employment. (The contribution rates for individuals who retire during the 2013-2014, 2014-2015 and 2015-2016 school years will be defined pursuant to the terms and conditions of the attached MOA.) This contribution sharing rate will not change for the duration of the former employees' retirement. The School District will be responsible for the balance of the premiums.

The retired employee will pay one hundred percent (100%) of their portion of the contribution rate during retirement. Upon the death of a retiree, a spouse may continue to participate in the District health insurance plan, paying the full charge for an individual benefit plan.

Unit members who retire from the District and who are eligible to participate in the District provided health care reimbursement benefit plan may choose to opt out of the plan. Thereafter, those retired employees may opt back into the District provided health care reimbursement benefit plan (in either the individual or family plan) during the plans open enrollment at the same cost sharing rate they were eligible for at retirement.

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits that may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

Upon retirement, employees may choose as an alternative to the sick leave incentive, to have a portion of the value of their unused sick leave, as determined in the age percent scale of Article XXI, Paragraph F applied to the payment of the employee's share of family health insurance.

### C. HEALTH INSURANCE BUYOUT

The District shall pay each eligible employee, who elects not to participate in the Health Insurance Plan identified in this Article a fixed sum of money or prorated portion thereof, as follows:

The buy-out for those who elect not to participate in the Health Insurance Plan shall be one thousand six hundred dollars (\$1,600) for the life of the contract.

An employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15<sup>th</sup> day preceding the month they intend to participate.

An employee who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

An employee who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15<sup>th</sup> day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in the Health Insurance Plan. The District reserves the right to restrict the number of times an employee elects to participate in the Health Insurance Plan or this alternative in any one (1) school year.

### D. DENTAL INSURANCE

The District will pay on behalf of each eligible employee no more than eleven dollars and eighty-eight cents (\$11.88) per month towards the premium cost for either Family or Individual Dental Insurance.

### E. VISION INSURANCE

The District will provide bargaining unit members an opportunity to participate in the NYSUT Member Benefits Vision Plan offered by NYSUT Member Benefits. In as much as possible, bargaining unit members choosing to participate will have the full cost deducted from their pay checks in equal installments similar to how deductions for other insurance benefits are made.

### F. FLEXIBLE BENEFITS PLAN

A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.



## ARTICLE XX - HOLIDAYS

- A. All transportation employees will receive twelve (12) paid holidays per year, which holidays will be determined at the time the school year calendar is established. Holidays will be prorated for the employees working less than full time.

## ARTICLE XXI - LEAVE OF ABSENCE

### A. DEFINITION

1. *Immediate Family* - Includes mother, father, son, daughter, spouse, brother and sister.
2. *Emergency Medical Attention* - Includes situations requiring immediate medical attention of an emergency nature.
3. *Non-Emergency Medical Attention* - Includes regularly scheduled medical appointments.

### B. SICK LEAVE

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

In the first year of service, employees shall earn ten (10) days of sick leave, prorated for each month of service. (After the first fiscal year of service until the subsequent July 1, employees shall continue to earn sick leave on a pro-rated monthly basis.) After completion of the employee's first full fiscal year of service, ten (10) days of sick leave shall be awarded annually on July 1.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

An employee who is on sick leave must advise the District, a minimum of weekly and upon each medical visitation, of their medical condition and prognosis. The District reserves the right not to pay sick leave in the event that such advisement is not given.

## C. PERSONAL BUSINESS LEAVE

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

A transportation employee shall be granted up to three (3) personal business leave days per year. Transportation employees shall be entitled to carry over no more than two (2) personal business leave days, but in no event shall a transportation employee be entitled to use more than five (5) personal business leave days in any one (1) school year. Transportation employees' personal business leave days will be prorated on the basis of one (1) day per three (3) months or major part of month worked (maximum three [3] days) for employees entering the District during the school year. Any personal business leave days not used by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of a quarter (1/4) day may be taken if coverage or a substitute is available for a quarter (1/4) day.

All other personal business leave days must be taken in half-day (1/2) increments.

To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.
3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreational purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

Notwithstanding the forgoing, transportation employees will be entitled to substitute accumulated paid personal leave time for time lost due to inclement weather (snow days). The use of a paid personal business leave time under these

circumstances will not be considered an absence in the determination of eligibility for the faithful incentive.

D. BEREAVEMENT LEAVE

Bereavement leave is paid leave for circumstances resulting from a death in the transportation employee's immediate family, also grandparents and grandchildren, or of a transportation employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

A transportation employee shall be granted five (5) days per death. Further, the Superintendent, or his designee, may grant bereavement leave for circumstances resulting from a death of other than the above upon extenuating circumstances satisfactory to him. Such leave may be granted from one (1) to five (5) days upon written request to the Superintendent, and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

E. SICK BANK

1. Purpose

The purpose of the Sick Leave Bank is to provide additional sick leave days to Maine-Endwell Transportation Association employees in the event of a prolonged serious illness, injury, accident or operation. The Sick Leave Bank will not be used for optional, elective or voluntary procedures. Days may be requested from the Bank only after the employee has exhausted all his/her accumulated sick time, vacation time and personal business days.

2. Eligibility

All employees of the Maine-Endwell Transportation Department working under the terms and conditions of the Maine-Endwell Transportation Association Collective Bargaining Agreement who are eligible for sick leave benefits and have three (3) years of continuous unbroken service to the District.

3. Funding, Repayment and Participation Rights

- a. The initial funding of the Sick Bank will occur on January 1, 2011. The Sick Bank will be funded as follows. All Transportation Department employees will contribute one (1) sick day at 12:01 a.m., January 1, 2011. (For employees with an existing balance of accumulated sick days, the day will be deducted from their cumulative total. Employees not having an accumulated balance of

sick days will have their earned sick day for the month of January credited to the Sick Bank.) The District will contribute two hundred (200) days to the Bank.

- b. Subsequent contributions to the Bank will occur as follows: Newly hired employees will contribute one (1) day after completing one (1) year of service with the District. Additionally, each employee will donate one (1) day of their sick leave to the Bank on July 1, of each year and the Board of Education will match the employee group's donation. An accounting of sick time remaining in the Bank will be made each June 30. However, should the Sick Bank contain at least one hundred (100) days on this date, no employee will be assessed nor will the Board.

In the event the Sick Leave Bank is depleted and drops below one hundred (100) days, transportation employees shall be required to donate one (1) day to help refund the Bank. The District will match the donation made by the transportation employees.

- c. The current cap on the number of sick days in the Sick Bank will be four hundred (400) days.
- d. Transportation Department employees who borrow from the Sick Leave Bank shall be required to reimburse the Bank on July 1 of each school year as follows:

<u>Balance of Days Owed</u>	<u>Repayment Amount</u>
1-10 days.....	1
11-30 days.....	2
31-50 days.....	3
51-100 days.....	4
101 + days.....	5

\* Transportation employees with an existing balance under the old Sick Bank system will be responsible for reimbursing the Bank in accordance with the above-referenced provisions.

\* Transportation employees having a balance due, can elect to repay the Sick Bank in a more expeditious fashion by notifying the District Office and accelerating the repayment schedule.

- e. An employee will lose the right to use the benefits of the Bank by:
  - 1. Termination of employment with the Maine-Endwell Central School District.
  - 2. Suspension without pay during the period of suspension.
  - 3. Any abuse or misuse of the rules of the Sick Leave Bank.

4. Sick Leave Bank Committee

- a. The Sick Leave Bank Committee will consist of three (3) members including the Superintendent of Schools/or his or her designee, and two (2) members of the Maine-Endwell Transportation Association. The bargaining unit members on the Committee will be appointed by the Maine-Endwell Transportation Association Executive Committee.
- b. The School Physician will serve in an advisory capacity to the Sick Leave Bank Committee on an as needed basis.
- c. To be approved for membership on the Sick Leave Bank Committee an employee must have a good attendance record.
- d. The Sick Leave Bank Committee will meet on an as needed basis to consider qualified requests.
- e. The Committee shall determine the number of days approved up to fifteen (15) per request and reserves the right to approve, disapprove, or modify the days requested.
- f. The Committee may grant Sick Bank Requests for terms longer than fifteen (15) days based upon extenuating circumstances satisfactory to the Committee.
- g. The Committee may refuse to consider an application that does not contain the required information.
- h. Any decision of the Sick Leave Bank Committee is final and shall not be subject to the grievance procedure.

5. Use of Sick Bank

- a. The maximum number of days a participant can draw from the Sick Leave Bank will be capped at two hundred (200) for the first ten (10) year employment period beginning on the employees 1<sup>st</sup> anniversary of employment. There shall be a maximum lifetime

cap of three hundred (300) days. (This maximum lifetime cap of three hundred [300] days will not include days used by employees under the old Sick Bank system.)

- b. Employees must use all available sick leave, vacation time and personal business leave prior to receiving days from the Sick Bank. An employee who suffers a qualifying event, which extends at least ten (10) days beyond the available sick leave, may apply for a grant from the Sick Leave Bank on the appropriate form. If leave is granted by the Sick Bank Committee, benefits will be retroactive to the first day of need.
- c. If an employee does not use all of the days granted from the Sick Bank, the unused Sick Leave Bank days will be returned to the Sick Bank.
- d. The Sick Leave Bank may only be used for the employee's own personal illness.
- e. Sick leave from the Sick Leave Bank may not be used for disabilities that qualify the employee for Workers' Compensation Benefits. (Sick Leave Bank participants receiving sick leave in lieu of Workers' Compensation, due to a contested claim, will be responsible for reimbursing the Sick Bank should they be awarded Worker's Compensation.)
- f. Each separate application for a grant from the Bank must include a new physician's statement and an application on an appropriate Sick Leave Bank Form.
- g. All requests to draw upon the Bank must be made upon a Sick Leave Bank Request Form and be submitted to the Committee.
- h. All requests to draw upon the Bank must be accompanied by the Sick Leave Bank Physician's Statement confirming the cause of illness or confinement and certifying the existence of a disability to perform assigned duties. The employee's physician must personally sign the form. The Committee will not honor any physician's statement unless it is on the official Sick Leave Bank Physician's Statement Form.
- i. The Sick Leave Bank Committee shall have the right to request additional medical information if it deems such information necessary as well as the right to have the applicant examined by a School Physician or a physician designated by the School Physician.

This physician's report is to be sent directly to the Superintendent of Schools to be submitted to members of the Committee for action.

- j. In case an employee's incapacity is of such a nature that he/she cannot personally apply with the Sick Leave Bank, his/her application may be submitted to the Committee by his/her agent or member of his/her family on his/her behalf.

6. Donations

- a. Employees who retire from the District will have fifty percent (50%) of the balance of their unused/unpaid sick leave deposited in the Sick Leave Bank. Employees who resign from their employment will have fifty percent (50%) of the balance of their unused sick leave deposited in the Sick Leave Bank.

(Example #1: Employee A retires/resigns from the District with one hundred (100) days of unused sick leave. It is determined Employee A is not eligible to participate in the retirement benefit described in Article XXI, Section F., because he/she fails to meet the eligibility requirement found in Section 3 or resigns. Fifty percent (50%) of Employee A's one hundred (100) unused/unpaid sick leave days, fifty days (50), will be deposited into the Sick Bank.)

(Example #2: Employee B retires from the District with one hundred (100) days of unused sick leave. It is determined Employee B is eligible to participate in the retirement benefit described in Article XXI, Section F., because he/she meets all of the eligibility requirements. Employee B is eligible to be compensated for twenty-five (25) of those days in accordance with the payment formula. Fifty percent (50%) of the other seventy-five (75) unused/unpaid days, or thirty-seven and one-half days (37.5), will be deposited in the Sick Bank.)

(Example #3: Employee C retires from the District with two hundred fifty (250) days of unused sick leave. It is determined Employee C is eligible to participate in the retirement benefit described in Article XXI, Section F., because he/she meets all of the eligibility requirements. Employee C is eligible to be compensated for one-hundred twenty-five (125) of those days in accordance with the payment formula. Fifty percent (50%) of the other one-hundred twenty-five (125) unused/unpaid days, or sixty-two days and one-half days (62.5), will be deposited in the Sick Bank.)

- b. An employee may donate accumulated sick leave to the Bank.

- c. An employee may also donate sick leave to a designated needy recipient a number of sick leave hours with the Sick Leave Bank Committee's expressed approval. The decision of the Sick Leave Bank Committee is final.

7. Forms and Guidelines

- a. All forms (Sick Leave Bank Request Form and Physician's Statement Form) shall be available in any School District office and shall be sent to any employee at his/her request.
- b. Copies of all completed forms shall be kept on file in the District files of the Sick Leave Bank in the office of the Superintendent of Schools.
- c. The Superintendent of Schools shall maintain all records regarding the operation of the Bank and will function as the Sick Leave Bank Committee Representative. A report on the status of the Sick Leave Bank will be made available to Sick Leave Bank Committee members upon request.

These guidelines may be amended upon recommendation of the Sick Leave Bank Committee followed by the approval of the Superintendent of Schools and the Maine-Endwell Transportation Association Executive Committee.

Procedures for deciding any questions not covered herein:

Any questions concerning regulations or application for sick leave days that may arise after adoption of this policy and not specifically covered herein, shall be submitted to the Sick Leave Bank Committee for consideration.

F. SICK LEAVE INCENTIVE

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Sick leave incentive provides for partial payment of unused sick leave upon:

1. Retirement from the New York State Employees' Retirement System, or
2. Retirement from the District on or after age fifty-five (55) for non-members of the retirement system, and
3. When a minimum of four (4) months written notice is given to the District prior to the retirement.



Payment is based on the following formula:

$$\frac{\text{Accumulated Sick Leave}}{2^*} \times 50\% \times \frac{\text{Highest 3 Year Final Average Salary}}{\text{Designated Work Year (in days) for the Position}} = \text{Maximum of } \$10,500$$

\* If accumulated sick leave is equal to two hundred (200) days or more than the divisor, 2, shall be eliminated. If accumulated sick leave is one hundred ninety-nine (199) days or less than the divisor, 2, shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit Control.

#### G. SHORT-TERM LEAVE

Short-term leave is unpaid leave for absence of ten (10) days or less for personal business which cannot be conducted outside the school day or school year.

To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The transportation employee must apply in writing at least ten (10) days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. A similar short-term leave will not be applied for within the next two (2) academic years next following the granting of a short-term leave.

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Approval must be received by the District in writing prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

#### H. LONG-TERM LEAVE

Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twelve (12) calendar months for personal business that cannot be conducted outside the school day or school year.

All long-term leaves must terminate on February 1 or July 1. All employees on leave must notify the District thirty (30) days prior to the termination of the leave concerning their intention to return or not to return to the District.

To be eligible for long-term leave:

1. Written application must be made at least ninety (90) calendar days in advance.
2. The supervisor must certify that appropriate coverage is available.
3. Board approval must be obtained prior to the leave.

I. OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

**ARTICLE XXII - OTHER COMPENSATION**

- A. The following personnel, in addition to their salary, shall be compensated as follows:

Head Bus Driver.....six hundred fifty dollars (\$650)  
Head Mechanic..... five hundred fifty dollars (\$550)

B. SAFE AND FAITHFUL SERVICE INCENTIVE

1. An incentive of an additional three (3) days pay shall be paid to any bus driver who, from July 1 through June 30, has no chargeable accidents.

An incentive of an additional two (2) days pay shall be paid to any bus driver and bus attendant who, from July 1 through June 30, has used three (3) days or less of absence.

An incentive of an additional three (3) days pay shall be paid to any bus driver and bus attendant who, from July 1 through June 30, has used one (1) day or less of absence.

The District will make a good faith effort to pay the safe and faithful service incentive by September 1 in the year it was earned. (Example: Employee earns safe and faithful service award on June 30, 2010, good faith effort will be made to make payment by September 1, 2010.)

Chargeable Accidents - Transportation employees deemed to have committed a chargeable accident by the Safety Committee may appeal such a determination to the Assistant Superintendent of Business.

2. Personal leave time used for the attendance at a funeral shall not be counted for the purpose of this Article.

Personal business leave time used to cover inclement weather (snow day) will not be considered an absence for the purpose of this Article.

C. HOURLY RATE

Transportation employees shall be paid at their regular hourly rate for additional tasks when assigned by the District. Examples of additional tasks are, attendance in court when the District is the plaintiff, attendance at a parent conference, updating official Route Sheet when work is performed on District property.

D. TIME CLOCKS

Time clocks shall be the uniform system instituted for the purpose of payroll. All employees must use the time clocks to record the hours they worked. (Yellow Slips will not be required for overages of five (5) minutes or less.)

E. FEES

The District shall pay the following fees upon completion of one (1) year of appointed service (not substitute service). The employee must request such payment and submit receipts.

Training Permit (One)

Road Test (One)

CDL License Renewal Fee (not retroactive, effective January 1, 2011)

F. SAFETY WORKSHOPS

Twelve (12) hours for Safety Workshops will be calculated into drivers' "base pay", using a prorated system. Payment for the scheduled workshops shall be included in drivers' paychecks throughout the school year. Payment for missed workshops shall be deducted from the pay period immediately following the scheduled workshop.

## ARTICLE XXIII - RETIREMENT

- A. The District will provide the Retirement Plan commonly known as the 75(i) Plan of the New York State Employees' Retirement System for eligible employees.

The District will provide benefits of Section 41(j) of the Retirement Plan for eligible employees as a sole alternative to the provisions of Sick Leave Incentive of this Agreement. If there is a balance of sick days available after the number of days, established by law, is applied for the purpose of this Article, that balance shall be applied to the Sick Leave Incentive of this Agreement.

## ARTICLE XXIV - SALARY

- A. 2013-2014 SALARY INCREASES

For the period beginning July 1, 2013 and ending June 30, 2014, the salary for "continuing employees" shall be increased by the greater of either six hundred dollars (\$600) or two and one-half percent (2.5%). (This amount will be divided by the number of hours an employee works to establish a new hourly rate). When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

- B. 2014-2015 SALARY INCREASES

For the period beginning July 1, 2014 and ending June 30, 2015, the salary for "continuing employees" shall be increased by the greater of either seven hundred dollars (\$700) or two and one-half percent (2.5%). (This amount will be divided by the number of hours an employee works to establish a new hourly rate). When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

- C. 2015-2016 SALARY INCREASES

For the period beginning July 1, 2015 and ending June 30, 2016, the salary for "continuing employees" shall be increased by the greater of either eight hundred dollars (\$800) or two and one-half percent (2.5%). (This amount will be divided by the number of hours an employee works to establish a new hourly rate). When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job

description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

- Salary increases will be paid retroactively to July 1, 2013 for all active members of the bargaining unit and for former employees who have resigned or retired from the District.

**ARTICLE XXV - RETIREE SUBSTITUTE RATE**

A. Retired bus drivers from the Maine-Endwell Central School District may be used as substitutes for the District. The School District will reimburse such drivers according to the following formula:

- The hourly rate at retirement plus the present substitute hourly rate for bus drivers, that total being divided by two (2) which will equal the hourly rate paid to a District retired bus driver.

Example:

$$(\text{Retired Hourly Rate } (\$15.00) + \text{Substitute Hourly Rate } (\$10.28)) = \frac{(\$25.28)}{2} = \text{Total } (\$12.64)$$

**ARTICLE XXVI - VACATION**

A. The District shall provide the following vacation time for a full-time twelve (12) month employee:

Completed Year of Continuous Service	Rate Earned Per Full Month of Employment	Maximum Vacation Days Per Year
1	1.0	10
2	1.0	10
3	1.0	10
4	1.0	10
5	1.0	10
6	1.1	11
7	1.2	12
8	1.3	13
9	1.4	14
10	1.5	15
11	1.5	15
12	1.5	15
13	1.5	15
14	1.5	15
15 or more	2.0	20

- B. The District shall grant an additional five (5) days of vacation on the occasion of the anniversary of the fifth, tenth, fifteenth, twentieth, and each five (5) year period thereafter, of an employees' completion of said years of continuous service. This additional five (5) days of vacation shall only be for the year granted and shall not be cumulative nor carried over to the succeeding year.
  
- C. Transportation employees having accrued vacation leave remaining at the time of retirement will be compensated a dollar amount equivalent to the value of such leave. (Example: An employee with twenty-five (25) years of service notifies the School District he/she will be retiring effective December 31. The employee has used ten (10) of his/her accumulated twenty (20) earned vacation days from the prior year. The employee would be entitled to be paid for the ten (10) additional earned unused vacation days from the prior year. In addition, the employee would be entitled to a prorated share of earned vacation from the year he/she is working in. In this case, six (6) months of service would equal six-twelfths (6/12) of the benefit or one-half (1/2) of their vacation entitlement which would equal ten (10) additional days of pay.)

**ARTICLE XXVII - LONGEVITY**

Longevity is defined as continuous, unbroken service to the Maine-Endwell Central School District.

Longevity credit will be applied to staff on their employment anniversary day following the completion of their required eligible years of service.

**LONGEVITY ELIGIBILITY CHART**

<u>Completed Continuous/Unbroken Service</u>	<u>Longevity Hourly Rate (Not Accumulative)</u>
Seven (7) years .....	five cents (5¢)
Fifteen (15) years .....	ten cents (10¢)

The longevity payments are not cumulative. The total longevity payment after fifteen (15) years will be ten cents (10¢) per hour, not fifteen cents (15¢) per hour.

**APPENDIX A - LONG-TERM SUBSTITUTE**

A *long-term substitute* is defined as a substitute transportation worker who is employed in place of a regular appointed transportation employee who is absent for a semester or more due to a leave of absence.

The following Articles of this Agreement do not apply to long-term substitutes:

Article XI .....	Seniority
Article XII(B) .....	Reassignment
Article XIX(B) .....	Retirement Alternative
Article XX .....	Holidays
Article XXI(E) .....	Sick Bank
Article XXI(F) .....	Sick Leave Incentive
Article XXI(G) .....	Short-term Leave
Article XXI (H) .....	Long-term Leave
Article XXIV .....	Salary
Article XXVI .....	Vacation

**APPENDIX B  
MEMORANDUM OF AGREEMENT - GRANDFATHERED RETIREE HEALTH  
INSURANCE**

**MEMORANDUM OF AGREEMENT**

**THIS IS AN AGREEMENT** entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Transportation Association (the "Association"), collectively referred to herein as the Parties.

**WHEREAS**, the Parties have engaged in collective negotiations regarding the provisions of Article XVIII, Paragraph A of their current Collective Bargaining Agreement; and

**WHEREAS**, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

**NOW THEREFORE**, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. This Agreement is effective from the date of its execution.
2. This Agreement shall apply only to the following unit members who retired or will retire during the 2013-2014 school year (a. below), 2014-2015 school year (b. below) and 2015-2016 school year (c. below);
  - a. any and all individuals retiring during the 2013-2014 school year,
  - b. any and all individuals retiring during the 2014-2015 school year,
  - c. any and all individuals retiring during the 2015-2016 school year.
3. The Parties agree the unit members referenced in item #2 of this Agreement shall receive retiree health care benefits from the School District in accordance with the cost provision of this Agreement and not in accordance to the cost provisions of the successor Agreement negotiated subsequent to the expiration of the 2010-2013 Collective Bargaining Agreement. These rates will be frozen at a flat dollar amount for the duration of their retirement. The fixed flat dollar contribution amount applicable to the unit members in Section 2a. will be either one thousand three hundred dollars (\$1,300) for a family plan or five hundred twenty-seven dollars (\$527) for an individual plan. The fixed flat dollar contribution amount applicable to the employees in Section 2b. will be either one thousand five hundred four dollars (\$1,504) for a family plan or six hundred six dollars (\$606) for an individual plan. The fixed flat dollar contribution amount applicable to the employees in Section 2c. will be either one thousand seven



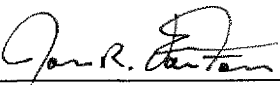
hundred dollars (\$1,700) for a family plan or seven hundred dollars (\$700) for an individual plan.

4. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.

5. This Agreement shall represent the full and complete agreement between the Parties and can only be modified in writing by the Parties.

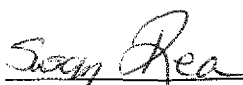
**IN WITNESS WHEREOF**, the Parties have hereto set their hands and seals on the day and date written below.

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Jason Van Fossen  
Superintendent of Schools

10-21-2015  
\_\_\_\_\_  
Date

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
Susan Rea  
Association President

10-26-15  
\_\_\_\_\_  
Date

**APPENDIX C  
HEALTH INSURANCE SIDE LETTER OF CLARIFICATION**

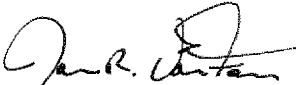
**LETTER OF CLARIFICATION**

The purpose of this letter is to provide clarification to the recent change made to the health insurance provisions of the Maine-Endwell Transportation Association contract. The Parties agree that upon the expiration of the 2013-2016 Collective Bargaining Agreement, if a successor Agreement is not entered into prior to July 1, 2016, that the contribution rate for Association members toward the annual health insurance premium shall be the lesser of either nine percent (9%) of the cost of a family plan or one thousand seven hundred dollars (\$1,700) and/or nine percent (9%) of the cost of an individual plan or seven hundred dollars (\$700).

The Parties further agree that upon reaching a successor Collective Bargaining Agreement to the 2013-2016 contract the cap of one thousand seven hundred dollars (\$1,700) or seven hundred dollars (\$700) shall sunset and be eliminated, and Maine-Endwell Transportation Association bargaining unit members shall pay a minimum of nine percent (9%) toward their annual health insurance premium.


**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals on the day and date written below.

**FOR THE DISTRICT**

  
\_\_\_\_\_  
Jason Van Fossen  
Superintendent of Schools

10-21-2015  
\_\_\_\_\_  
Date

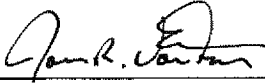
**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
Susan Rea  
Association President

10-26-15  
\_\_\_\_\_  
Date

**SIGNATURES**

FOR THE MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

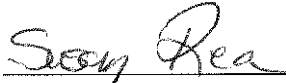


\_\_\_\_\_  
Jason Van Fossen  
Superintendent of Schools

10-21-2015

Date

FOR THE MAINE-ENDWELL TRANSPORTATION ASSOCIATION

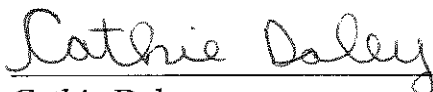


\_\_\_\_\_  
Susan Rea  
Association President

10-26-15

Date

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of  
Education on July 9, 2015.



\_\_\_\_\_  
Cathie Daley  
Clerk, Board of Education

10/21/15

Date

