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Title: **Unadilla Valley Central School District and Unadilla Valley Central School Non-Teaching Employees Association Unit #6402, CSEA Local 1000, AFSCME, AFL-CIO, Chenango County Local 809 (2014)**

Employer Name: **Unadilla Valley Central Free School District**

Union: **Unadilla Valley Central School Non-Teaching Employees Association Unit 6402, CSEA, AFSCME, AFL-CIO**

Local: **Chenango County Local 809, 1000**

Effective Date: **07/01/2014**

Expiration Date: **06/30/2019**

PERB ID Number: **8643**

Unit Size:

Number of Pages: **28**

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AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS

of the

UNADILLA VALLEY CENTRAL SCHOOL DISTRICT

and

CSEA Local 1000 AFSCME, AFL-CIO

Since 1910

CSEA

New York's LEADING Union

Unadilla Valley CSD Unit #6402

Chenango County Local 809

July 1, 2014 - June 30, 2019

If you have a question about this contract, your CSEA representation, or your CSEA benefits and services, please use the following guide to contact the proper union officials. If you feel your rights under this contract have been violated, immediately contact your nearest shop steward or Unit Officer.

The Unit Officers are:
Marilyn Neuland, President
334-6747 (home)
Timothy Mayne, Vice-President
847-8934 (home)
Wilma Gorrell, Treasurer
847-8643 (home)
Kathy Proskine, Secretary
859-2765 (home)

My CSEA Labor Relations Specialist is:
JoAnn Mastronardi (607) 772-1750
CSEA Binghamton Satellite Office
71 State Street, Binghamton, NY 13901

The following CSEA staff professionals can be reached at the CSEA Central Region Office:

Political Action Coordinator – Rick Noreault
Occupational Safety & Health Specialist – Josh Kemp
Communications Specialist – Mark Kotzin

CSEA Central Region Office
6595 Kirkville Road, E. Syracuse, NY 13057
(800) 559-7975
(315) 433-0050

Colleen Wheaton, President
Joe Maratea, Region Director

CSEA Headquarters
143 Washington Avenue
Albany, NY 12210
Web Page: www.cseany.org
(800) 342-4146
(518) 257-1000

Civil Service Test Prep Booklets
WORK Institute
1-866-478-5548

-see inside back cover for more information and member benefits-

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ARTICLE 1
PREAMBLE

AGREEMENT MADE BY AND BETWEEN:

The Non-Teaching Employees Association, Chenango County Local 809, Unit of CSEA, INC. of the Unadilla Valley Central School District, hereinafter referred to as THE ASSOCIATION,

AND

The Superintendent of Schools of the Unadilla Valley Central School District hereinafter referred to as THE SUPERINTENDENT.

THIS AGREEMENT is intended to meet all requirements of the Public Employees Fair Employment Act, the New York State Civil Service Law, the New York State Education Law and such other laws that apply.

AND PROVIDE for mutually satisfactory salaries and working arrangements on equitable and continuous basis.

ARTICLE II
RECOGNITION

SECTION 1

The employer recognizes the Civil Service Employees' Association, Inc., AFSCME local 1000 AFL-CIO, the recognized Union by the Unadilla Valley Non-Teaching Employees' Association, Unit 6402 of Chenango County Local 809 as the sole and exclusive bargaining agent for all the employees of the following units:

Custodial Worker
Custodian
Head Custodian
Maintenance
Food Service Helper
Mechanic/Driver
Mechanic Helper/Driver
Bus Driver
Account Clerk/Typist
Typist
Senior Typist
Teacher Aide: Includes Health Office
Licensed Practical Nurse
Bus Attendant
Clerk

SECTION 2

The employer agrees that the Unadilla Valley Non-Teaching Employees' Association CSEA, Inc., shall be the sole and exclusive representative for all the employees of the units mentioned in Section 1 for the purpose of collective bargaining and grievances for the maximum time prescribed by law.

ARTICLE III
DUES DEDUCTION

The employer shall deduct bi-weekly from the wages of the employee, membership dues for those employees who sign membership cards, and who signed authorizations permitting such payroll deductions, and agency shop fees, for employees who have not signed a membership card. All monies collected shall be remitted to CSEA, Inc., Capitol Station, PO Box 7125, Albany, NY 12224. The Union Secretary shall be notified of any new hire, with title, within ten (10) school days.

ARTICLE IV
GENERAL WORKING CONDITIONS

SECTION 1

The hours of all employees will be determined by job requirements specified by law (see below). It has not been and is not the policy of the Superintendent to have work done on Sundays or holidays. However, when circumstances prevail necessitating work to be done on these days, the rate shall be double time for Sundays and holidays.

SECTION 2

a) There will be a minimum of one hour's pay for any bus driver reporting for extra trips in the event that said trip is then canceled.

b) Building checks will be scheduled as needed and employees shall be compensated for actual hours worked on building checks. Compensation for time worked on building checks will be at the employee's regular time hourly rate regardless of the day or time, unless such hours constitute overtime.

c) If a supervisor calls an employee in to work, employees will be guaranteed a minimum one hour call in. Call in must come from an immediate supervisor unless it is an emergency.

d) Employees who report to work at their regularly scheduled time on days when school is closed due to weather or emergency conditions, shall be paid for all hours worked, but no less than one hour if the announcement of the closing is made after the beginning of their starting time.

e) Any use of school facilities that require extra staffing shall be staffed from within the appropriate title, on a rotating basis in accordance with seniority based on date of hire where practical.

SECTION 3

BIDDING FOR BUS RUNS: Shall be as per Appendix A. If a vacancy occurs on an existing or new bus run, the vacancy or new run will be posted in accordance with the posting procedure, and the selection will be on the qualifications and seniority of the bus drivers who apply for the vacancy. If no one applies for the position, then the position will be filled from the outside.

SECTION 4

BUS DRIVERS:
Pre and post bus Checks will be compensated at the following time allowances:

Size of Bus (Number of Students)	Time Allowance
31 + students and Wheelchair bus	15minutes
16-30 students	10 minutes
1-15 students	5 minutes

When the same bus is used for an Alternate Run or an Extra Run that is immediately contiguous to either an AM or PM Run the above pre and post bus check amounts will not apply.

SECTION 5

In all extra bus trips, regular bus drivers shall have first priority. If an extra trip is not filled according to the rotation, the District may use the first available driver or substitute regardless of seniority.

SECTION 6

OVERTIME: All employees shall receive overtime compensation at the rate of time and a half for hours worked in excess of forty hours per week. All paid leave shall be considered as time worked in the calculation for overtime.

SECTION 7

PAY OPTION: Ten-month employees shall have the option of a twenty-one (21) pay period or a twenty-five (25) pay period. This choice will be made once a year prior to the first pay period in September. Such selection cannot be changed at any time during the current year.

ARTICLE V
HOLIDAYS

SECTION 1

All twelve (12) month full time employees, who have a regular assignment of at least seven and one-half (7 1/2) hours per day, shall receive the following paid holidays:

NEWS YEAR'S DAY	JULY FOURTH
M.L. KING DAY	LABOR DAY
PRESIDENT'S DAY	COLUMBUS DAY
GOOD FRIDAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING
DAY AFTER THANKSGIVING	CHRISTMAS EVE DAY
CHRISTMAS DAY	DAY AFTER CHRISTMAS

Should any of the previous mentioned holidays occur on a Saturday or Sunday, the Friday preceding or the Monday after the holiday shall be given in lieu of the holiday at the discretion of the Superintendent or his designated representative, if school is not in session. If school is in session, the Superintendent or his designated representative will set aside an alternate day for holiday time.

SECTION 2

All ten (10) month employees who work at least an average of twenty (20) hours per week shall receive the following thirteen (13) paid holidays:

NEW YEAR'S DAY	LABOR DAY
M.L. KING DAY	COLUMBUS DAY
PRESIDENTS' DAY	VETERANS' DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
CHRISTMAS EVE	CHRISTMAS DAY
DAY AFTER CHRISTMAS	

SECTION 3

Holiday pay will be prorated as to time worked as per the employee's regular daily assignment.

ARTICLE VI
VACATION

All full time twelve (12) month employees who work an average of twenty (20) hours or more per week will receive:

1 week paid vacation.....after 1 year of continuous service
2 weeks paid vacation.....after 2 years of continuous service
3 weeks paid vacation.....after 5 years of continuous service

1 extra day paid vacation... after 12 years of continuous service
1 extra day paid vacation... after 14 years of continuous service
1 extra day paid vacation... after 16 years of continuous service

Vacations will be scheduled with prior approval of the supervisor. Requests must be submitted at least two weeks prior to the dates requested. The Superintendent may restrict the number of vacations granted at any one time based on the needs of the District.

For employees hired during the work year, the following prorating of vacation shall apply:

Month of Hire	Vacation Days
July, August	5
September, October	4
November, December	3
January, February	2
March, April	1
May, June	1

Such proration shall become effective after one year of employment.

Vacation days must be taken during the year given and will not be accumulative.

ARTICLE VII
LEAVE PROCEDURES

SECTION 1- SICK LEAVE

All ten (10) month employees who work an average of twenty (20) hours per week or more shall receive ten (10) sick days per year.

All eleven (11) month employees who work an average of twenty (20) hours per week or more shall receive eleven (11) sick days per year.

All twelve (12) month employees who work an average of twenty (20) hours per week or more shall receive twelve (12) sick days per year.
It is understood that use of sick leave is in full and half day increments. One (1) day of a

unit member's annual accrued sick leave may be used in hourly increments. The following rules will apply in regards to this use.

- **Use of any sick leave will be for doctor visits, medical appointments or the employee's personal or immediate family illness.**
- **The total number of hours available to the employee for hourly use will be based on his or her normal workday.**
- **The total number of hours to be used on an hourly basis over the course of a work year is based on the normal workday of the employee. These hours do not carry over from year to year.**
- **Example – an employee normally assigned to a position of five hours per day will have one day of sick leave to use on an hourly basis over the course of the work year, that is, a total of five hours.**
- **At the end of the year, if a unit member has only used a portion of a day and part of a sick leave day remains, he or she will carry over one half day if three or more hours of the day remain unused. There will be no carry-over of time if less than three hours remain.**

Employees shall earn sick time from their date of hire and may accumulate 200 days of sick leave. The school agrees to include up to one hundred and sixty-five (165) days of accumulated sick leave in the calculation of pension benefits, as per 41j of the New York State Employees' Retirement System.

Sick leave will be used for employee and employee's immediate family. A doctor's statement may be required after three (3) consecutive days of absence.

SECTION 2- PERSONAL LEAVE

All employees shall receive three (3) paid personal days each year. These days are to be used for business that cannot be conducted on non-working days. Prior approval of the Superintendent or his designated representative is required. Use of personal business leave will not be allowed on the day before or the day following a scheduled holiday or vacation break, except in an emergency situation, with the approval of the Superintendent. **Up to Two (2) personal leave days** may be taken in one-hour increments. Unused personal days shall be added to the employee's sick leave accumulation as per Section 1 above. Only whole days shall be carried over.

The following examples qualify for personal business days:

Funeral of a friend (relative not covered elsewhere)
Wedding in family or of close friend
Taking children to college
Graduation of self, spouse, or children
Real estate closing
Legal business
School field trip or athletic event of child

The following examples do not qualify for personal business days:

Extension of vacation or the day preceding or following a Vacation
Shopping
Recreation
Convention not applicable to school business
Personal convenience or enjoyment

SECTION 3- DEATH IN THE IMMEDIATE FAMILY

All employees shall receive five (5) school days paid leave for absence required due to death in the immediate family of the employee.

SECTION 4- SUBSTITUTES

If a member of the Unadilla Valley Central School Non-Teaching staff is absent, the unit supervisor or the DCMO BOCES substitute service will call in a substitute whenever necessary and possible.

SECTION 5- JURY DUTY

Non-Teaching personal shall be allowed absences, with pay, to comply with a summons for jury duty. Pay for such absence will be only in the amount of the difference in the jury duty fee and the regular school wage.

SECTION 6- RELIGIOUS OBSERVANCE

Non-Teaching personal shall be allowed, with full pay, upon approval of the Superintendent of Schools, absence for days of religious observance. Such religious holidays must be noted prior to the date, if such absences are to be approved with pay. This day shall be used and deducted as a Personal Leave Day. If the employee does not have sufficient personal days to cover the period of absence, then the days will be taken without pay.

SECTION 7 – ABSENTEE NOTIFICATION

Absences with pay must be announced to the supervisor prior to the absence and not later than 24 hours prior to the day of the absence.

SECTION 8- DEFINITION OF IMMEDIATE FAMILY

For purposes of any and all leave, the phrase "immediate family" shall include the following relatives of the employee concerned:

Husband, wife, significant other living in the employee's household, children (natural, step-children, adopted, or foster), father, mother, step-parents, sisters, brothers, step-

sisters, step-brothers, grandfathers, grandmothers, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, aunts, uncles, nieces, and nephews.

SECTION 9- SICK LEAVE BANK

A. A sick bank shall be established in which any employee covered by the terms of this Agreement may elect to participate. An employee electing to participate shall submit in writing to the employer by October First of a given school year a waiver of up to two (2) days from that year's sick leave allowance to be placed in the bank. Employees who have not contributed any days to the bank will be ineligible to withdraw days from the bank. An employee must have been employed continuously by the District for a minimum of two (2) years to be eligible to use the sick bank.

B. An employee who has contributed to the sick leave bank in any given school year will be eligible to apply for and receive up to ten (10) days sick leave for each day contributed, provided sufficient days are in the bank to cover requested withdrawals.

C. Withdrawals from the bank shall be limited or related to those for accidents or illnesses requiring prolonged absence from employment, as certified by a physician, other than job incurred accidents or illnesses, when the employee has exhausted their sick and vacation leave accruals. If an employee has personal leave accruals at the end of the year and they have used the sick leave bank within that year, their unused personal leave will roll into the sick bank for general use.

D. Requests for utilization of sick bank days by an individual employee shall be submitted in writing. This request shall be submitted to **the person in charge of the** sick bank committee. Approval of the use of sick bank days shall be made by a committee composed of one administrator appointed by the Superintendent and one Association member appointed by the President of the Association. These appointments shall be made and notice of the appointment given to each party by September 15 of each school year. The sick bank committee will provide each applicant with a written response to their request. It is understood that the decision of the committee is not grievable under Article XII, Grievance Procedure.

E. The days contributed to the sick leave bank, which are unused shall accumulate in the bank without maximum limitation. In the event that the sick leave bank should be discontinued, the number of unused days accumulated in the bank shall remain in the bank until exhausted and no further contribution of sick leave days will be accepted.

F. While on approved sick leave pursuant to this Section, no other employment or services may be rendered.

SECTION 10-ATTENDANCE INCENTIVE

Beginning July 1, 2012 an incentive will be paid to CSEA members each school year who have excellent attendance. This payment will be made as a separate stipend on the second payroll in July of the next school year after certification of attendance can be completed. Payment will be made as follows:

- A bargaining unit member with Perfect Attendance, no more than 1 sick day, personal day, day without pay, or administrative leave day, will receive five hundred dollars ($500.00).
- A bargaining unit member with Excellent Attendance, no more than 3 sick days, personal days, day without pays, or administrative leave days, will receive two hundred and fifty dollars ($250.00).

ARTICLE VIII
DENTAL AND HEALTH INSURANCE

SECTION 1- Employees Health Insurance

For all employees hired before July 1, 2011 the District will provide the health insurance plan offered by the DCMO BOCES Health Insurance Consortium or a comparable plan from another vendor or consortium for each bargaining member regularly assigned to work 20 hours or more per week, who elects to participate. The District will pay 90% of the premiums for individual coverage and 85% for dependent coverage annually.

The health insurance plan shall include a prescription drug card that provides for payments of $10 for generic and $20 for non-generic medications. Mail order prescriptions may be purchased up to a 90 day supply using two copays, while prescription purchases at a retail pharmacy may include up to a 30 day supply using one copay.

The health insurance plan offered by the district through the DCMO BOCES Health Insurance Consortium For all employees hired before July 1, 2011 will change effective January 1, 2012.

The district will provide all employees hired effective July 1, 2011 or later that are assigned to work 20 hours or more per week, who elects to participate, with a health insurance plan offered by the DCMO BOCES Health Insurance Consortium or a comparable plan from another vendor or consortium. The District will pay 90% of the premiums for individual coverage and 85% for dependent coverage annually. The drug card will be a $10-$25-$40 card with a 30 day retail limit and a 90 day mail order limit for 2 copays instead of the 3 if purchased retail.

Where both spouses are eligible for coverage under the District plan, they shall have the option of one family plan or two individual plans only.

SECTION 2- Retiree Health Insurance

For an employee who retires from the District with twenty (20) **consecutive** years of District service, and is age 55 or more, the District Contribution rate towards the cost of coverage shall be 95% for individual coverage, and 50% for the family coverage.

For employees with 14-19 **consecutive** years of service to the District who retire at age 55 or more, the district will pay 90% for individual coverage and 45% for family coverage.

Health & Dental Insurance Committee: Unadilla Valley CSD and CSEA agrees to have representation on a District committee, along with all other associations and non-union staff, to

research Medicare Advantage, Dental Insurance options, and other Health Insurance options. The charge of the committee will be to review the available options and determine the pros and cons of each option. All associations, all non-union staff, and the District will receive the findings of the committee and the District and each association executive committee will meet to discuss next steps after reviewing the report. The District will seek an outside facilitator to guide the work of the committee.

SECTION 3- Employees Dental Insurance

Bargaining unit members shall receive coverage under the District dental program including Orthodontia Rider or its equivalent which will be comparable to the previous plan. The District will pay 100% of the premiums for the employee and dependent coverage.

SECTION 4

All bus drivers who work between 16.5 and 20 hours per week may avail themselves of the health insurance plan by paying the difference between the percentage of state aid received for transportation and 100% coverage.

SECTION 5

A. All eligible members shall have the option of dropping the health insurance plan provided by the Unadilla Valley Central School District and will receive $2,000 annually. Such payment shall be prorated in accordance with the unit member's FTE and shall not be available for unit members working less than 50%.

B. All new bargaining unit members who meet the criteria and who elect not to take the health insurance plan will also be eligible for said payment.

C. Notification for requesting this option must be given in writing and proof of alternative coverage must be provided to the Superintendent/designee by June 30th of the preceding year or upon the date of hire for unit members (Appendix B).

D. Payment will be prorated into the member's bi-weekly paycheck.

E. If a unit member wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.

SECTION 6

A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry in the same year the plan was dropped. The unit member will be assessed for the amount of the co-payment effective upon re-entry into the insurance program.

ARTICLE IX
RETIREMENT

The school will provide the improved non-contributory plan (Section 75e).

A. Application of unused sick leaves (Section 415 and 3415)
B. Guaranteed minimum death benefit (Section 60b and 360b)

The District will provide the improved non-contributory plan (Section 75i) to all eligible employees.

A. Application of unused sick leaves
B. Guaranteed minimum death benefit

ARTICLE X
WORKING UNIFORM

A. All mechanics shall have coveralls furnished and laundered without charge.

B. Cafeteria helpers shall be provided a clothing maintenance allowance of $75 per year for required apparel purchased that is not provided by the District with the prior approval of their immediate supervisor. This apparel includes but is not limited to items such as non-skid shoes or jeans. Any apparel purchased will be required to be worn at work. All receipts are to be submitted with a claim form to the immediate supervisor within two school days of purchase.

C. Custodial Staff **shall** be provided a clothing maintenance allowance of $75 per year for required apparel purchased not provided by the District with the prior approval of their immediate supervisor. This apparel includes but is not limited to items such as non-skid shoes or jeans. Any apparel purchased will be required to be worn at work. All receipts are to be submitted with a claim form to the immediate supervisor within two school days of purchase.

D. Each supervisor will determine appropriate apparel and that information will be provided to affected employees in writing.

ARTICLE XI
JOB SECURITY

SECTION 1

After one year of continuous service, an employee whose service is terminated shall have the right to a hearing before the Board of Education.

SECTION 2

Rights of Section 75 of Civil Service Law after (4) years of service.

SECTION 3

In case of job abolishment, reduction in force, layoff, and recall, the following procedure shall prevail:

A. The employee involved shall have the right to replace the least senior employee, within the same title.

B. If an employee cannot replace anyone within his title because of lack of seniority, he may replace the least senior employee in another title within the job unit, if qualified. The job units are as follows:

Cafeteria Unit	Transportation Unit	Clerk Unit
Custodial Unit	Typist Unit	
LPN	Teacher Aide Unit	

C. **Employees shall be placed on a preferred eligibility list for four years and recalled in reverse order of layoff. If a person classified as labor or non-competitive class is not available, willing or able to return, the person will be removed from the list and then the next person in reverse order will be called. Competitive class positions recall rights shall be governed by Civil Service Law.**

Employees called back within one (1) year of their layoff date will retain: the health insurance plan offered by the DCMO BOCES Health Insurance Consortium or a comparable plan from another vendor or consortium that they had prior to their layoff; retain their accumulated leave time and vacation time; retain their seniority; and, retain the salary rate they had at the time of layoff.

Employees called back after more than one year has passed since their layoff date will retain their seniority but be placed back into a probationary appointment and will retain the salary they had at the time of their layoff. **Employees will remain eligible for retirement benefits as stated within Article VIII Section 2 (Retiree Health Insurance) and Article XVIII Retirement Incentive.**

D. Except in case of emergency, the District shall give two weeks written notice prior to any lay-off.

E. If a vacancy occurs; the following procedures shall prevail:

The job to be filled shall be posted on bulletin board for a period of five (5) working days; the posting will show job title, rate of pay and location. Interested employees are to contact the Superintendent or designee.

SECTION 4

The District agrees that for the period July 1, 2014 to June 30, 2019, no bargaining unit member presently employed shall lose his/her employment or have their hours further reduced due to subcontracting.

SECTION 5

For purposes of this contract, seniority and date of hire will be based on service with the Unadilla Valley Central School District or, in case of employees hired prior to July 1, 1996, on their date of hire as measured by time in title with either the New Berlin Central School District or the South New Berlin Central School District. It is understood that seniority is for the limited purposes found in this Agreement and for layoff purposes under Civil Service Regulations.

ARTICLE XII
ASSOCIATION & MANAGEMENT RIGHTS

ASSOCIATION RIGHTS

SECTION 1

The Association will have the right to use school buildings without cost at reasonable times of any day or evening for its meetings and other business, provided that such use will not conflict with previously scheduled school events, and that the proper application for use of the buildings for general meetings be timely filed. The principal of the building will be notified in advance of the time and place of all such meetings.

SECTION 2

There will be a bulletin board in the bus garage, custodian's room, cafeteria, middle/ high school mailroom and elementary teachers' lounge for the exclusive use of the Association.

SECTION 3

The Association will be allowed reasonable use of the duplicating facilities.

SECTION 4

The Association will purchase supplies and operator time if necessary.

SECTION 5- AGENCY FEE

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who

are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit to the Civil Service Employees Association, Inc., Capitol Station, Box 712, Albany, New York 12224.

SECTION 6

The Association may designate up to two (2) delegates who will be given a leave of absence with pay, for up to a total of six (6) person/working days in each calendar year to attend conventions or meeting of the Association. If such days are regular scheduled work days of the designated delegate, written notice for such leave, certified by the President of the local Association must be presented to the Unadilla Valley Central School at least five (5) working days prior to the requested leave.

MANAGEMENT RIGHTS

SECTION 1

Except as expressly limited by provisions of the Agreement, the authority, rights and responsibilities delegated under Law to the Board; are retained by said Board; included but not limited to, the right to determine programs, objectives and policies of the District, the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees as permitted by Law, to establish, clarify, and allocate new positions and to reclassify, re-allocate and eliminate existing positions, as the Law permits; and to do all else the Law may dictate, require, or permit this Board in the discharge of its duties to provide public education within this school district. With respect to all items outside the language of this agreement, such items shall be within the exclusive province of the employer's direction and control, and are not subject to the negotiations until the regular commencement of bargaining for a successor contract.

ARTICLE XIII
EMPLOYEE RIGHTS

SECTION 1

The employer recognizes the right of the employee to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Employees should be permitted to re-negotiate salaries and working conditions, 120 days prior to expiration date of this agreement.

SECTION 2

The Association may appoint or elect one or more employees as representatives whose duties (described in Article XII, Article XIII, and Article XIV) in no way conflict with his duties to the employer.

SECTION 3-PERSONNEL FILES

Association members will have the right upon request to review the contents of their personnel file, except for legally confidential materials, and to have copies of any non-confidential documents in it. The Superintendent or designee will schedule a time for review within 48 hours of receiving the written request. A bargaining unit member will have the right to have a representative accompany him/her during such review. Copies of up to 15 pages will be furnished at no cost. Any additional copies of pages shall be furnished at ten cents ($.10) a page.

Within seven (7) school days, Association members shall be notified of any new material that has been placed in their file other than items such as evaluations, etc., or any other material for which they already received a copy. No derogatory complaint, letter, or report shall be placed in the Association unit member's personnel file without his/her knowledge and opportunity to make a written statement of explanation to be attached thereto. The Association member must submit any such response within thirty (30) calendar days of receipt or knowledge of the placement of such material.

ARTICLE XIV
GRIEVANCE PROCEDURES

SECTION 1

Any dispute and grievance arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist there under shall be processed in accordance with the following procedures.

SECTION 2

Such dispute and grievance by an employee shall be presented to their department head with the idea of informal resolution.

If the dispute or grievance is not resolved informally, it shall be presented in writing to the immediate supervisor or department head within twenty (20) school days of the date it was alleged to occur. Otherwise, the dispute or grievance will be deemed waived and not to exist. The written grievance shall include the name of the party filing the grievance, the nature of the violation, the redress sought and the specific provisions of the Agreement which are alleged to have been violated.

Within five (5) school days of receiving the written dispute or grievance, the department head or immediate supervisor will render a decision on the matter.

SECTION 3

In the event such dispute and grievance are not satisfactorily adjusted at the preceding step of the procedure, the employee within five (5) school days shall present the dispute or grievance in writing to the Superintendent, or his designee, for settlement. The employee may be

accompanied by the local CSEA representative. The Superintendent, or his designee, shall render a decision on the dispute or grievance within five (5) school days of the receipt of the written dispute or grievance.

SECTION 4

In the event such dispute or grievance are not satisfactorily adjusted at the preceding step of the procedure, the employee, accompanied by the CSEA representative (if he or she wishes) shall be present in writing and within five (5) school days the same to the Board of Education for settlement. Within ten (10) school days, the Board of Education shall schedule a hearing at it's next regularly scheduled meeting. Within ten (10) school days after the hearing, the Board of Education shall render a written decision on the dispute or grievance.

SECTION 5

In the event the employee is not satisfied with the decision rendered at the Board stage, CSEA may submit the dispute or grievance to arbitration by notifying the Board of Education in writing within twenty (20) school days of the receipt of the decision from the Board.

Within five (5) school days after submission to arbitration, the CSEA may agree to submit the dispute to Cornell University Alternate Dispute Resolution procedure for the services of an arbitrator. Absent an agreement within the five (5) school days to submit the matter to Cornell ADR, the Board and/or the CSEA may notify Public Employment Relations Board (PERB) and request the services of an arbitrator. Both parties will be bound by the rules and procedures of Cornell ADR, or PERB, whichever is selected, in the selection of an arbitrator.
The arbitrator will hear the matter promptly and will render his decision in writing to all parties. 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 volatile of the terms of this Agreement.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

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

ARTICLE XV
EMPLOYEE TRAINING

Employees required to attend training, workshops, courses, schools, area meetings, etc. as requested by the Supervisor and the Superintendent or his designee, shall have necessary expenses paid by the Board of Education. All employees will be compensated at the employee's regular hourly rate of pay. Once an employee has received certification at the request of the District in a job-related area, the District shall maintain employee's certification as long as the District employs them.

ARTICLE XVI
SAVINGS CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and hereby specifically agree that negotiation will not be reopened on any item, whether contained herein or not, during the term of this Agreement, unless by mutual consent.

ARTICLE XVII
LEGISLATIVE ACTION

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

ARTICLE XVIII
COMPENSATION

NIGHT SHIFT

All employees regularly scheduled to work a majority of their shift between 3:00p.m.and 11:00 pm, shall receive an additional $.40 per hour. All employees regularly scheduled to work a majority of their shift between 11:00 pm and 7:00 am, shall receive an additional $.75 per hour.

LONGEVITY INCREASE

All employees working twenty (20) hours per week or more shall receive a longevity increase in accordance with the following:

- After 10 years, an additional $.25 per hour
- After 15 years, an additional $.30 per hour
- A one-time payment of $150 in December of the employee's 16th year of employment
- After 20 years, an additional $.35 per hour
- A one-time payment of $200 in December of the employee's 21st year of employment
- After 25 years, an additional $.40 per hour
- A one-time payment of $250 in December of the employee's 26th year of employment
- After 30 years, an additional $.45 per hour
- A one-time payment of $300 in December of the employee's 31st year of employment
- After 35 years, an additional $.50 per hour
- A one-time payment of $350 in December of the employee's 36th year of employment

PHYSICAL EXAMINATION

All bus drivers and cafeteria workers must have an annual physical examination at no cost to the employee which will be provided by the school physician. If an employee wishes to use their own physician, it shall be at no extra cost to the District.

TEACHER AIDES

Teacher Aides, may request, with the prior approval of their immediate supervisor, to work on snow or emergency days to complete needed work or to perform work of value to the educational program of the District. Final approval must be given by the building principal. On such days the employee will report when able. Efforts will be made to include aides in Superintendent Conference days, though no set number of days will be guaranteed in any particular year.

EXTENDED TRIPS

For all overnight trips, bus drivers will receive pay for eight (8) hours at their regular rate. On all day trips, bus drivers shall be paid the following hourly rate:

Effective **2014-2015**	**$17.20** per hour
Effective **2015-2016**	**$17.25** per hour
Effective **2016-2017**	**$17.35** per hour
Effective **2017-2018**	**$17.40** per hour
Effective 2018-2019	**$17.50 per hour**

SUPERVISION

A person working in a particular category that has been appointed to supervise other people working in the same category will receive an additional $.30 per hour, provided that said supervision is beyond the employee's job description.

SALARY

Unit employee hourly rates shall be adjusted as follows:

2014-2015	**2%**
2015-2016	**2.5%**
2016-2017	**2% on the average hourly salary to be paid as a flat amount**
2017-2018	**2.5%**
2018-2019	**2%**

Increase starting salaries by 1% in years 1, 3, and 5 of the agreement

Any cleaner (custodial worker) moving to the position of Custodian shall have their hourly rate increased by $.45 per hour over and above the general hourly increase provided as per the above.

MINIMUM STARTING SALARIES

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Custodial Worker	9.07	9.07	9.16	9.16	9.25
Custodian	12.40	12.40	12.52	12.52	12.65
Maintenance	12.91	12.91	13.04	13.04	13.17

Food Service Helper	9.62	9.62	9.72	9.72	9.82
Mechanic/Driver	12.91	12.91	13.04	13.04	13.17
Mechanic/Helper/Driver	12.40	12.40	12.52	12.52	12.65
Bus Driver	14.12	14.12	14.26	14.26	14.40
Account Clerk/Typist	10.98	10.98	11.09	11.09	11.20
Typist	10.16	10.16	10.26	10.26	10.36
Senior Typist	10.57	10.57	10.68	10.68	10.79
Teacher Aide: (includes Health Office)	9.62	9.62	9.72	9.72	9.82
Licensed Practical Nurse	12.14	12.14	12.26	12.26	12.38
Head Custodian	14.99	14.99	15.14	15.14	15.29
Bus Attendant	9.07	9.07	9.16	9.16	9.25
Clerk	9.62	9.62	9.72	9.72	9.82

RETIREMENT INCENTIVE

A retirement package is available to employees with at least fourteen (14) consecutive full years of service to the District and in their first five years of eligibility for retirement from the Employees Retirement System without penalties.

An eligible Association member must submit an irrevocable letter of resignation in a form acceptable to the District by February 1 for retirement effective June 30 or by September 1 for retirement effective December 31. Any other request received for the Retirement Incentive outside of the timelines previously listed must be due to extreme and emergency circumstances. The request may be considered at the discretion of the Superintendent, all decisions made by the Superintendent will be final. Retirement means ordinary retirement in accordance with the rules of the New York State Retirement System.

A gross lump sum payment for Support Staff will be paid if retirement is elected upon eligibility as determined by the New York State Employee Retirement System. Payment will be based on the information below:

14 years of service	**$8,000**	**To be paid within 30 days of the effective retirement date or in January of the following year.**
20 years of service	**$12,000**	
30+ years of service	**$15,000**	

The lump sum payment will be paid by the dates included in the chart above based on effective retirement date. This lump sum payment is not added to salary and is a one-time only payment and the usual deductions would be made from such payment.

Employees shall earn sick time from their date of hire and may accumulate 200 days of sick leave. For an employee who elects to retire, the District agrees to include up to one hundred and sixty-five (165) days of accumulated sick leave in the calculation of pension benefits, as per §41j of New York State Employees' Retirement System. For any remaining days, the District will make a payment of forty dollars ($40) for each unused accumulated sick day (up to 35 days).

An employee may not elect both this local retirement incentive and a New York State retirement incentive, should one become available to each employee. If a New York State retirement incentive becomes available to any employee within 30 days of effective retirement date that the District elects to, or is required to participate in; and, the employee wishes to opt for said New York State retirement incentive, and not receive the local retirement incentive, said election shall be made in writing to the District within 14 days of notification of eligibility.

Unit members beyond their fifth year of eligibility for retirement from the New York State Retirement System as of July 1, 2014 may submit an irrevocable letter of resignation in a form acceptable to the District by February 1, 2015 for retirement effective by the last date of extended eligibility, June 30, 2016.

TAX SHELTERED ANNUITIES

Unit members may make contributions to District-approved tax sheltered annuities provided that the employee has signed all paperwork required by the District business office and the TSA in question has signed off on a save harmless agreement developed by the District.

FLEXIBLE SPENDING PLAN

A Section 125 flexible benefit plan shall be offered to all unit members, with the third party administrator costs to be paid by the participant, The District shall select the plan, after seeking the input of the Association.

SUPERVISION OF STUDENTS BEYOND THE REGULAR SCHOOL DAY

Effective July 1, 2011, supervision of students occurring outside of the regular school day, including but not limited to: tutoring; AIS and similar duties; and detention, shall be compensated at the employees regular hourly rate or $15.00 per hour, whichever is higher.

UNUSED SNOW DAYS

If the District is giving back unused snow days to the students and staff, the superintendent may, at his or her discretion, grant the day(s) to CSEA members as paid days off.

ARTICLE XIX
DURATION

This agreement shall become effective on July 1, 2014 and shall continue in full force and effect until June 30, 2019.

IN WITNESS WHEREOF, the parties have executed this document by there duly authorized representatives this day of , 2014.

FOR CSEA:

Lynda Broadfoot, LRS

Marilyn Neuland

Wilma Gorrell

Kathleen Proskine

Timothy Mayne

FOR THE EMPLOYER:

Robert Mackey, Superintendent

APPENDIX A
BIDDING FOR BUS RUNS

Bidding and Assigning Regular Runs:

Definition of Runs

- AM/PM Routes are the traditional runs to and from school plus those routes that conflict with the AM and/or the PM time period.
- Alternate Routes are those routes that do not conflict with the regular AM/PM routes and run a weekly schedule.
- Extra runs will be defined as trips that are other than regular or alternate daily runs, such as field trips or athletic contests.
- Late Bus Runs are those routes that occur from school to student's home after general dismissal for such reasons as after school academic assistance, co-curricular activities or athletic events.

    - All AM/PM routes and alternates routes are bid by seniority on an annual basis.
    - AM/PM Routes and Alternate Routes will be posted, bid on, and awarded within the two (2) weeks prior to the opening of school. A special meeting may be called by the Transportation Supervisor to complete this process.
    - Alternate routes may be offered as one (1) run or combined with other runs at the discretion of the District.
    - In order to bid on an alternate route, a driver must have a regular AM/PM route and the alternate route would not push the employee into regular overtime. Drivers are limited to one (1) alternate route in addition to a regular route.
    - All summer regular runs shall be bid by seniority. If the district cannont find a driver the district may fill the run with a substitute driver.
    - For all regular drivers, late bus runs shall be paid at the extra run rate.
    - Eligible driver seniority list will be established by July 1 of the applicable school year.

Bidding and Assigning Extra Trips:

- Trips with nine (9) or more passengers will be bid eligible. Trips with eight (8) or fewer passengers may be taken by a faculty or staff member.
- All regular drivers and mechanics shall be eligible to bid on extra trips.
- To the extent possible, extra trips for at least a three (3) week period, will be posted for a minimum of two (2) days. Trips will be listed in order of date.
- Eligible drivers will sign up for trips they are able to take.
- Trip assignment will be on a seniority rotation. For example, the first trip on the list will be assigned to the first person on the rotation. If that driver did not sign up for the trip, then the trip will rotate to the next driver, continuing until a volunteer is found. After trip is assigned, the next trip will be offered first to the next driver on the seniority list, continuing until a volunteer is found.
- Extra trip requests received by the Transportation Supervisor that do not allow for time for posting will be assigned by seniority.
- Eligible driver seniority list will be established by July 1 of the applicable school year.
- Once a driver signs up for an extra run he/she must fulfill that obligation unless there is a death in the immediate family, sickness of the driver, or written approval from the transportation Supervisor. The run will then go to the next senior driver in rotation.

CSEA Member Benefits Department
(800) 342-4146, ext. 1359

CSEA/Pearl Carroll Personal Insurance Lines
Auto, Life, Homeowners, Disability Insurance
1-800-366-7315

NY State Retirement System
Toll free 1-866-805-0990
http://www.osc.state.ny.us/divisions/retire/rshomepg.htm

Entertainment Discounts
Movie tickets, video rental discounts, Theme Park discounts,
Broadway shows, sporting events and much more
1-800-565-3712
Identify yourself as a **CSEA/AFSCME** Local 1000 Member

CSEA/AFSCME Union Member's Mortgage and Real Estate Program
1-800-475-7933
8:30 a.m. to 7 p.m. Mon-Fri

Legal Services Program
Elder Law, Workers' Compensation, Social Security Disability, Personal Injury
1-800-342-4146

Rental Car Discounts
20% off daily rate
Budget 1-800 455-2848 ID#**V816100**
Avis 1-800-698-5685 ID#**B723700**

Union Plus Credit Card
For Application 1- 800-522-400

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Local 1000 AFSCME, AFL-CIO
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Danny Donohue, President