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CLARENCE CENTRAL SCHOOL DISTRICT
AND THE
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
AFSCME LOCAL 1000

(Clarence School Unit of Local 868)

**NEGOTIATED
AGREEMENT**

July 1, 2016 – June 30, 2020

Together We Make Learning a Way of Life

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PREAMBLE

THE CLARENCE CENTRAL SCHOOL DISTRICT ("District," hereafter), and THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., AFSCME LOCAL 1000 ("CSEA," hereafter), currently the recognized Union for the Clarence School Unit of Local 868, accept and endorse the public policy of the state of New York as expressed in the Public Employees Fair Employment Act.

In accordance with the public policy and purpose of the Act, the District and CSEA enter negotiations to promote harmonious and cooperative relationships between the District and its employees, and to protect the public by assuring at all times the orderly and uninterrupted operations and functions in carrying out the mission of the District, which is to provide the best possible educational opportunity for all pupils enrolled in the schools, consistent with community resources.

NEGOTIATED AGREEMENT

July 1, 2016 – June 30, 2020

ARTICLE I

Section 1.01 – Recognition

The Board of Education agrees that the CSEA shall be the sole and exclusive representative for all the employees described below for the purpose of collective bargaining and grievances. The period of recognition and unchallenged representation status shall extend for the maximum period provided by law.

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

Section 1.02 – Bargaining Unit

All regular non-teaching personnel shall be designated as one bargaining unit, except that the following positions shall be excluded from such bargaining unit: Business Manager, Superintendent of Buildings and Grounds, Supervisor of Transportation, secretaries to the Central Office administrators, including but not limited to secretaries to the Superintendent, the Directors of Personnel, Special Education, Curriculum and Staff Development, Technology, Health, Physical Education and Athletics, the Assistant Director of Special Education, the Coordinator of Public Information, and all occasional or itinerant substitutes or temporary extra workers.

Section 1.03 – Representation

The CSEA for the purpose of bargaining, shall represent all personnel represented in the negotiating unit, including members and non-members of the CSEA.

Section 1.04 – Dues Checkoff

The District will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues and fees of the Union and will transmit these monies to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. Such deductions shall be made at times corresponding to the employees' regular payroll periods.

No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the District by any authorized officer of the Union. An authorization on file with the District shall be honored until it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the District.

The Union shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the terms of the Section or in reliance on a certification issued by the Union.

Section 1.05 – Insurance Premium Checkoff

The District will deduct from the salary of any member of the unit who so authorizes, individually and voluntarily, in writing, premiums for the Civil Service Employees' Association, Inc. Group Insurance Program and will transmit such premiums to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. Such deductions shall be made at times corresponding to the employees' regular payroll periods.

No deductions of such insurance premiums shall be made until and unless the amount for such insurance premiums to be deducted and any changes thereto are certified to the District by an authorized officer of the Union.

An authorization on file with the District shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the District.

The Union shall defend and save the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the terms of this Section or in reliance on a certification issued by the Union.

Section 1.06 – Agency Shop

All employees who are covered by this Agreement, as defined in Section 1.02, as a condition of continued employment, shall pay to the Union an Agency Shop Fee. Such payments shall begin thirty-one (31) days following their commencement of employment.

The District will deduct from the salary or wage of each employee of such negotiating unit, who is not a member of the CSEA, the amount equivalent to the dues levied by the organization and the fiscal or disbursing officer of the School District involved shall make such deductions and transmit the sum so deducted to the CSEA, Inc., Capitol Station, Box 7125, Albany, NY 12224.

The foregoing provisions of this Section shall only be applicable in the case of the CSEA which shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an Agency Shop Fee deduction which represents the employee's pro rata share of expenditures by the organization in and of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

No deduction of Agency Shop Fees shall be made until and unless the amount of Agency Shop Fees to be deducted or any changes thereto are certified to the District by an authorized officer of the Union.

An authorization on file with the District shall be honored until it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the District.

The Union shall defend and save the District harmless against any and all claims, suits, or other forms of liability that shall or may arise and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the terms of this Section or in reliance on a certification issued by the Union.

Nothing contained herein shall be construed as requiring compulsory membership in the Union as a condition of continued employment.

ARTICLE II

Section 2.01 – Definition of Annual Salary Positions

Effective January 1, 1996, the normal work week for all full-time ten (10) month and full-time twelve (12) month clerical employees is forty (40) hours. By mutual agreement between a twelve (12) month clerical employee and his/her immediate supervisor, said employee's normal work week may consist of as few as thirty-seven and one-half (37½) hours.

The District will pay overtime on all hours in excess of forty (40) hours per week at the rate of one and one-half (1½) times an employee's straight time hourly rate.

Section 2.02 – Wages

The salary ranges under this agreement for the periods July 1, 2016 through June 30, 2020 shall be set forth in Appendix A.

2016-2017: Bargaining unit members covered by this agreement shall have their 2015-2016 base hourly rate increased by 2.9%.

2017-2018: Bargaining unit members covered by this agreement shall have their 2016-2017 base hourly rate increased by 2.9%.

2018-2019: Bargaining unit members covered by this agreement shall have their 2017-18 base hourly rate increased by 2.9%.

2019-2020: Bargaining unit members covered by this agreement shall have their 2018-19 base hourly rate increased by 2.9%.

Section 2.03 – Salaries

Salaries are defined as monetary adjustments on the structure of the hourly rate salary schedule, as well as on the existing longevity steps.

Section 2.04 – New Hire Rate

All new employees hired by the District shall start at a rate of pay not to exceed the rate of pay current CSEA members in the same title are earning. The exception shall be new hires who possess superior credentials, greater experience and/or education, or demonstrate greater skill related to the position. The District agrees to supply notice to the union of any intention to hire at more than the starting rate and will supply the rate to be used and the reason for the new hire rate.

ARTICLE III

Section 3.01 – Shift Premium

Second Shift: Effective July 1, 2016, all employees shall receive premium compensation of fifty cents (55¢) per hour for all hours worked on a second shift, one-half (1/2) or more of which shift is worked after 4:00 p.m.

Third Shift: Effective July 1, 2016, all employees shall receive premium compensation of sixty cents (65¢) per hour for all hours worked on a third shift, one-half (1/2) or more of which is worked after 12:00 midnight and prior to 7:00 a.m.

It is understood that employees permanently employed and compensated as night shift employees may be assigned to the day shift during the extended vacation periods of winter/Christmas, mid-winter/Presidents' week, spring/Easter and summer, during which periods they shall continue to receive their night shift differential compensation. If, during such vacation periods, the District determines to perform duties in a particular building on a shift other than the day shift, those from that particular building receiving night shift differential pay shall, on the basis of seniority, be permitted to perform such work. In the event that no such employees accept such assignment, the District shall make such assignment on the basis of those receiving night shift differential compensation from that particular building with the least seniority. It is understood that the foregoing shall not apply to situations in which the District determines that time constraints will not permit complying with the above procedure. The District shall make every effort to notify employees affected by the above with as much advance notice as possible.

Employees will be compensated \$55.00/week (seven days) when assigned to carry the emergency cell phone. The Superintendent of Buildings and Grounds as well as the Supervisor of Transportation will exercise judgment regarding who will carry the cell phone. Assignments will be made on a rotating basis whenever possible. To be eligible to carry the cell phone, an employee must hold one of the following titles:

- Maintenance Mechanic – Crew Chief
- Maintenance Mechanic
- Head Custodian
- Senior Custodian
- Custodian
- Laborer
- Auto Mechanic Crew Chief
- Assistant Auto Mechanic Crew Chief
- Auto Mechanic
- Auto Mechanic Helper
- Head Bus Driver

Section 3.02 – Holiday Rate

Employees working on a scheduled holiday will be compensated one and one-half (1½) times the regular rate for hours worked, in addition to pay for the holiday. The holidays shall be credited towards the forty (40) hours needed to be eligible for overtime in that particular work week. All employees, except bus drivers, are included under this regulation.

Section 3.03 – Call-Back Rate

All employees who are called to return to their place of employment after having completed their regular duties and left their place of employment shall be guaranteed a minimum of one and one-half (1½) hours of employment for the call-back period.

Section 3.04 – Emergency Closing Rate

In the event of official emergency school closings, all employees will be paid for up to five (5) days. All employees required to report for work will receive regular pay rate for hours worked, in addition to the compensation received because of closing, for all hours up to forty (40) hours per week. Time and one-half (1½) will be paid for all hours worked beyond forty (40) hours per week. Except for those personnel required to work on all other emergency days after the fifth (5th) official emergency closing day, employees shall not be paid for such day or days unless such employees utilize a personal leave or vacation day(s) for such day(s).

Those employees who are at school before the official emergency closing announcement is made shall receive guaranteed two (2) hours minimum pay and shall be permitted to use and be charged with the number of personal leave or vacation necessary to provide the employee with a full day's pay, if such employee desires to supplement the minimum two (2) hours pay he or she receives as provided for in this Section.

Section 3.05 – Overtime

The utilization of sick leave for personal illness, by full-time ten (10) and twelve (12) month employees only (exclusive of bus drivers), as well as paid vacation days, paid holidays and emergency absence days shall be considered as time worked for purposes of computing overtime, provided that nothing contained herein shall be construed as a restriction upon the District with respect to its determination to work overtime. As to employees in the unit covered by this Agreement (exclusive of bus drivers), the District shall assign overtime on an equitable rotation assignment basis, by job classification, shift and building.

Section 3.06 – Promotion Rate

When an employee is promoted to a higher paying job title, he/she will subsequently be placed on the appropriate salary level by adding to his/her current salary either (a) the difference between his/her current salary and the base of the title to which he/she is being promoted or (b) an hourly increase of one dollar (\$1.00) per hour, whichever is greater. Employees transferred from part-time to full-time in the same title or a title with the same rate of pay, shall not suffer a reduction in their hourly rate of pay.

Section 3.07 – Longevity Increments

Effective July 1, 2013

All full-time twelve (12) month, full-time ten (10) month, and part-time hourly employees shall be compensated for years of service as follows:

At the completion of: 7 years 25¢ per hour
 12 years 25¢ per hour
 17 years 20¢ per hour
 24 years 20¢ per hour

Employment in the District, in any or several job classifications, may be counted for longevity purposes as long as it is continuous service.

Teacher Aides who are appointed annually in consecutive year increments as described herein shall be considered to have satisfied the continuous service requirement for longevity purposes.

A formal Leave of Absence is not to be considered an interruption of service for longevity purposes.

Section 3.08 – Out-of-Title Work

Effective July 1, 2013, any employee who performs the primary functions of a higher classification position for more than ten (10) consecutive working days will be compensated at the starting rate for the higher classification, or \$1.00 per hour over the employee's current base hourly rate, whichever is greater, for all days worked in that capacity.

Any District paid holidays occurring when an employee is working in an out of title position will count towards the ten days and will be paid the out of title rate if past the ten days.

ARTICLE IV

Section 4.01 – Sick Leave

All regular salaried employees and regular hourly employees scheduled to work twenty (20) or more hours per week, shall receive the following sick leave allowances.

	Days Per Month	Days Per Year	Accumulated To
12 Month Employees	1½	18	220 Days
10 Month Employees	1½	15	200 Days

Sick leave is earned at the rate of one and one-half (1½) days per month. The sick leave benefit expected to be earned during the fiscal year will be credited to the individual's account.

In the event an employee does not work a full fiscal year, the number of days sick leave will be determined by the number of months of employment. Sick leave accumulation may be acquired only through continuous service. When an employee terminates his/her position, all accumulated sick leave is canceled, and if reemployed, he/she must start as a new employee. However, if an employee is granted a leave of absence, his/her accumulated sick leave will carry forward when he/she returns to service.

Part-time employees who are scheduled to work less than twenty (20) hours per week will not receive any sick leave benefits. Such employees will become eligible to apply for use of the Sick Leave Bank after three (3) years of continuous service.

The accumulation beyond the cap of two hundred (200) days shall not apply under Section 41j of the retirement system or for any other benefit than continuation of insurance or cash benefit pursuant to the procedure outlined in Article VII, Section 7.03 of this agreement.

Section 4.02 – Sick Leave Justification

Sick leave may be used for various purposes, and employees are entitled to full pay according to the above schedule, but must furnish adequate justification and evidence of the reason for their absence when requested to do so. In the case of illness, this evidence may be a written statement from a physician.

Section 4.03 – Personal Illness

An employee may use accumulated leave for absences due to personal illness. The Board may require a certificate from a physician for an absence of more than three (3) days of illness. The Board reserves the right to require a physical examination by a school physician at the expense of the District.

Section 4.04 – Illness in Immediate Family

An employee may use five (5) days accumulated leave in case of illness in the immediate family (father, mother, brother, sister, son, daughter, husband, wife or other relative with whom the employee may be living). The employee will be allowed five (5) days absence with full pay during a fiscal year for this purpose.

Section 4.05 – Death in Immediate Family

An employee may use five (5) consecutive days of accumulated leave for absence due to death in the immediate family (father, mother, father-in-law, mother-in-law, brother, sister, son, daughter, husband, wife or other relative with whom the employee may be living). An employee shall be allowed five (5) full days with full pay for each case during a fiscal year. The regulations shall apply to relatives, whether by blood or marriage, but no allowance shall be granted for days previous to that on which the death occurs. Bereavement leave must be taken at the time of the wake, funeral or other service associated with the death.

Section 4.06 – Urgent Personal Business

An employee may use two (2) days of accumulated leave for urgent personal business during a fiscal year. Employees who have completed five (5) years of continuous service may use up to three (3) days of accumulated leave for urgent personal business leave. Employees who have completed ten (10) years of continuous service may use up to four (4) days of accumulated leave for urgent personal business leave. Urgent personal business shall be approved in advance whenever possible, and is defined as follows:

1. Serious illness or death of someone other than the immediate family.
2. Legal or business transactions which cannot be completed at times other than regular work hours [i.e., legal contract, closing procedure].
3. Graduation from college, high school, or military school by individual employee, spouse, son or daughter.

4. Member of a wedding party (bride, bridegroom, best man, bridesmaid, usher, father, mother, sister or brother of the bride or groom).
5. Paternity Leave: One (1) day to attend the birth and one (1) day for the return from the hospital. Normal childbirth shall not be considered an illness, unless complications or actual physical illness occurs for the mother or the child.
6. Any extenuating circumstances of an unusual or rare nature that is approved by the Supervisors of Transportation or Buildings and Grounds. Teacher aides, school monitors and clerical personnel assigned to a specific school will apply to the principal. Central office personnel will submit their requests to the immediate supervisor.

The employee will indicate to his/her supervisor the reason for his/her absence so that a record may be kept of same, and so a determination can be made as to whether or not it is an allowable absence under the sub-items 1, 2, 3, 4, 5, or 6, referred to above.

With respect to paragraph 6 above, employees shall only be required to provide sufficient (general) information to establish the applicability of such paragraph and that such employees shall not be required to provide (specific) information beyond what is generally sufficient to establish the applicability of such paragraph.

Section 4.07 – Religious Observance Leave

A maximum of three (3) days shall be granted per year for the observance of major religious holidays which have been regularly observed by the employee as a member of a religious faith, the basic tenet of which requires a total abstinence from work on the employee's regular work day.

Employees who plan to request such a leave shall so notify their immediate supervisor within a reasonable period of time from the intended utilization of such leave.

Section 4.08 – Accumulated Benefits

Employees granted a leave of absence are entitled to retain their accumulated sick time, vacation right and their salary rate pursuant to past work experience. Staff members on leave may continue to participate in the group plan of health insurance at their own option, and must pay all premiums due during their leave.

ARTICLE V

Section 5.01 – Sick Leave Bank

The District will provide a Sick Leave Bank of two hundred fifty (250) days. Employees who experience long-term illness and have depleted their accumulated sick leave may make application for additional sick leave benefits to be drawn from the Sick Leave Bank.

In order to be eligible to use the Sick Leave Bank, an employee must:

1. Be continuously employed by the District for three (3) years.
2. Have exhausted his/her accumulated sick leave.
3. Make application in writing to the Director of Personnel for use of days from the Sick Leave Bank.
4. Have an attendance pattern that supports the concept that sick leave is a benefit used only as necessary.
5. Not have an attendance pattern characterized by numerous one (1) day absences.

Upon receipt of the application, the Director of Personnel will discuss with the Union President the above criteria as it pertains to the individual case.

The guideline for the number of days that may be drawn at any one time will be based on one-half of the employee's number of accumulated sick leave days consecutively used to depletion. This guideline is not restrictive and may be increased or decreased as factors of length of service and the nature of the illness, or recurring illness, are considered. The decision of the District will be discussed with the Union President before informing the employee.

Decisions may be appealed through the grievance procedure to the Superintendent of Schools. The Superintendent's decision will be final and not subject to further appeal.

ARTICLE VI

Section 6.01 – Health Benefits

Effective August 1, 2010, the District shall self-fund health insurance coverage for eligible and participating association members. The district will retain the Independent Health Corporation as the third party administrator of its self-funded health insurance program. The District will offer the Clarence CSD Active and Family Plan and the Clarence CSD C Plan (see Appendix B for plan details) under the following conditions:

For all full-time regular hourly employees who select the Clarence CSD C Plan or Clarence CSD Active and Family Plan, the District will pay per the following schedule:

95% of the premium equivalent effective July 1, 2016
94% of the premium equivalent effective July 1, 2017
94% of the premium equivalent effective July 1, 2018
93% of the premium equivalent effective July 1, 2019

For all part-time employees who choose the Clarence CSD C Plan or the Clarence CSD Active and Family Plan, the District will pay a prorated share of premium equivalent as follows:

30-39 hours/week	¾ District share
20-29 hours/week	½ District share
Less than 20 hours/week	No District share

Any full-time or part-time employee who chooses the Clarence CSD C Plan or the Clarence CSD Active and Family Plan shall receive a health reimbursement account (105h) debit card. Part-time employees shall receive a prorated amount as outlined in the chart above.

The amount the District will deposit on the debit card shall be:

\$165.00 for single plan members
\$290.00 for double plan members
\$365.00 for family plan members

In the event that the insurance company unilaterally changes any provision of its plan including but not limited to its prescription drug rider co-payment amounts, the District and the Union shall negotiate to secure a rider or plan amendment which results in the least increase in cost to bargaining unit members.

If the self-funded health insurance plan offered by the District ceases to operate, the District shall return to the Independent Health Encompass Plus C1 and FlexFit Select plans or to the Independent Health plans that offer equivalent benefits.

In the event that the health insurance plans, costs, or benefits provided for in this Agreement will result in a penalty or tax or are otherwise financially impacted by the federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and the Affordable Care Act and /or the Health Care and Education Reconciliation Act of 2010 the district and the association agree to form a committee to discuss the impact to the District as well as potential solutions.

Section 6.02 – Dental Plan

Effective July 1, 2008, the District will provide Delta Dental PPO, Plan 1 (as described in Appendix C).

The District's contribution toward dental insurance premiums for full-time employees shall be 85% of the premium.

For all part-time employees who choose dental insurance, the District will pay a prorated share of premiums as outlined in the chart above for medical insurance.

Section 6.03 – Health Benefits Study Committee

During the term of this agreement, an equal number of representatives of the District and the CSEA shall meet for the purpose of exploring alternatives to the current health benefits program including dental plans.

The Committee shall meet at such times, places and circumstances as are mutually agreeable. Either or both parties may require the services of a third party, the identity of which shall be by mutual agreement. Any agreements reached by the Committee shall be subject to ratification by the CSEA bargaining unit and approval of the Board of Education.

Section 6.04 – Tier IV Prescriptions

The District will establish a Tier IV for prescription drugs. Tier IV drugs will be specialty drugs which are purchased through Reliance RX. The co-pay for these drugs shall be \$500 for a 30 day supply. However, the cost of the Tier IV drug shall be reduced to \$0 when the employee enrolls in the Specialty Copay Assistance Program through Reliance RX. In the event a particular drug is removed from the copay assistance program, the copay reverts to formulary's current tiered copay. (Tier I, II or III.)

Section 6.05 – Medical Insurance Buyout

Bargaining unit members who are enrolled in the Clarence CSD C Plan or the Clarence CSD Active and Family Plan during the school years between July 1, 2016 and June 30, 2020 may participate in a one-time opt out of the District provided medical insurance coverage. This opt out must occur prior to July 1 of the upcoming school year for which the unit member is eligible. Proof of other coverage will be required.

Between July 1, 2016 and June 30, 2020, bargaining unit members who were covered by the District's medical insurance during the previous school year that choose to opt out of coverage during the entire upcoming school year shall be paid a stipend of \$1,000 in June of that school year.

ARTICLE VII

Section 7.01 – The New York State Employees' Retirement System

Bargaining unit members are eligible for membership in the New York State Employees' Retirement System. Eligibility for a retirement benefit is based on the attainment of a certain age and years of credited service.

Specific details regarding benefits vary by tier of membership. Members receive an annual statement which provides information regarding their benefits.

Section 7.02 – Unused Sick Leave as Additional Service Credit (41-j)

Eligible employees will have unused sick leave added to their service credits on a one day for one day basis, provided the member does not deposit the payment for unused sick leave days into an IRS 403b account or IRS 457 Plan. A maximum of 165 days may be credited. Tier VI members who join the New York State Employees' Retirement System on or after July 1, 2013, shall have a maximum of 100 days credited.

This time cannot be used to qualify a member for a benefit. It may only be used to increase the amount of the benefit once the member has qualified otherwise.

Section 7.03 – Early Retirement Program

- a. **Eligibility** – The employee must be eligible to retire and actually file for retirement under the NYSERS and have been employed at least ten (10) years in the Clarence Central School District. It is also required that employees who are eligible to retire during the life of this agreement must give three (3) months advance written notice to the District of an intention to retire.
- b. **Benefit Calculation** – If an eligible employee retires and gives written notice of intention to retire to the District three (3) months in advance, an accounting of the employee's accumulated, unused sick leave days will be undertaken to determine the supplemental retirement benefit. If the benefit application is for continuation of insurance, the amount of benefit is the total accumulated, unused sick leave days, up to a maximum of two hundred and twenty (220) days, multiplied by \$80.00. For eligible employees not enrolled in a health insurance plan, the benefit must be deposited into an IRS 403b account or IRS 457 account. The amount of benefit is the total accumulated, unused sick leave days, up to a maximum of two hundred and twenty (220) days, multiplied by \$55.00 up to a maximum of \$12,100.
- c. **Benefit Application/Insurance Continuation** – The dollar value of an employee's supplemental retirement benefit shall be used by the District to continue the employee's health insurance benefits. Effective July 1, 2016, the continuation of insurance will not exceed \$80.00 multiplied by the number of the employee's accumulated, unused sick leave days as of the retirement date, up to a maximum of \$17,600.
- d. **Benefit Application/403b or 457 Plan** – The District shall, after receiving an approved salary reduction agreement form from the retiring employee deposit the cash value of the unused sick days to the appropriate 403b or 457 Plan account, less applicable taxes, in accordance with the current Internal Revenue Service requirements.
- e. **"Health Insurance Benefit" – Defined** – The term "health insurance benefit" means the same health insurance benefit plans which are in effect for active employees.

- f. Benefit Continuation – If a retiree is awarded this benefit and dies before the benefit is exhausted, the retiree’s spouse may continue the deceased’s health insurance plan until the benefit remainder is depleted or until the spouse’s death, whichever occurs first. In the event of the death of the retiree, the amount remaining in the deceased retiree’s account shall become available to the surviving spouse for health insurance only.
- g. Effective July 1, 2009, if after the allotment of leave days on July 1 of the year in which an employee shall retire the employee is at the maximum accumulation of leave days (220 for 12 month employees and 200 for 10 month employees), the employee shall receive additional days (18 days for 12 month employees and 15 days for 10 month employees) to be used for verifiable personal illness. These days shall not be allowed for sporadic or Monday/Friday absences and shall be subject to approval by the Director of Personnel in consultation with the union president. In addition, these days shall not be allowed to expand the days used to calculate the retirement benefit of the employee.

ARTICLE VIII

Section 8.01 – Holidays

Twelve (12) month employees receive thirteen (13) paid holidays per year.

Ten (10) month full-time employees receive eleven (11) paid holidays per year.

Ten (10) month part-time employees receive eleven (11) paid holidays per year.

Employees must work the day before and the day after a holiday if scheduled to do so in order to receive holiday pay, unless absence is due to a legitimate verified personal or immediate family member’s illness, or is an urgent personal business day under the circumstances described above shall be at the sole discretion of the Director of Personnel. His/her decision shall be final and not subject to the grievance procedure as described in this Agreement.

Section 8.02 – Schedule

Holiday	12 Month Employees	10 Month Full-Time Employees	10 Month Part-Time Employees
Independence Day	X		
Labor Day	X	X	X
Columbus Day	X	X	X
Veteran’s Day	X	X	X
Thanksgiving Day	X	X	X
Day after Thanksgiving	X	X	X
Day before <u>or</u> after Christmas	X		
Christmas Day	X	X	X
New Year’s Day	X	X	X
MLK Day	X	X	X
President’s Day	X	X	X
Good Friday	X	X	X
Memorial Day	X	X	X
TOTALS	13	11	11

Each holiday will be observed on the day on which it falls. However, holidays which fall on Saturday shall be observed on the prior Friday, and holidays which fall on Sunday shall be observed on the following Monday.

ARTICLE IX

Section 9.01 - Vacation

Employees who are employed on a twelve (12) month basis will be entitled to paid vacation as outlined in the chart below:

Upon Continuous Completion of:	Number of Vacation Days
1 Year	10
5 Years	15
11 Years	20
17 Years	21
21 Years	23
25 Years	25

Full-time employees who have an interruption in service for one (1) year or less will retain vacation benefits as accrued prior to the break in service.

Hourly employees who work less than twelve (12) months are not entitled to vacation benefits.

All ten (10) month full-time clerical employees shall have winter/Christmas recess, mid-winter/Presidents' week recess, and spring/Easter recess as vacation time. This benefit shall only be available to individuals working in the above described positions prior to July 1, 2009.

Vacations are earned at the rate of one (1) day per month, subject to the limitations noted above (maximum 10, 15 and 20 days). Vacation time may be used during the year beginning July 1st, after the employee has accumulated ten (10) days. Vacation schedules are subject to the approval of the employee's immediate supervisor. Vacations may be requested and scheduled at any time during the fiscal year. Vacations shall be scheduled on the basis of the employee's preference in accordance with seniority. It is further understood that vacation not to exceed two (2) weeks (10 days) may be scheduled during student attendance days from September through June. The immediate supervisor may deny a requested vacation where such will unreasonably interfere with the operation of the District. All scheduled vacations are final and are subject to change only with the prior approval of the supervisor. Earned vacation which is not used in the year following its accumulation may not be saved for later use, nor will extra compensation be paid in lieu thereof.

Section 9.02 - New Employees

New employees will be entitled to a partial vacation, based on the days earned during the first year of employment. They may use this after July 1st of the succeeding year, but only if they continue in the District's employment after their use of the earned vacation. A person leaving this employment will be entitled to earned vacation pay only if he/she has completed at least ten (10) months of service. Vacation entitlement shall be calculated as of July 1st.

ARTICLE X

Section 10.01 – Job Posting

All regular job vacancies shall be posted in a conspicuous place within each building throughout the District. The job will be posted for a period of nine (9) calendar days, subsequent to its determination to fill such vacancy by promotion. The posting shall include job title, hours, rate of pay and location of work. Persons seeking appointments shall make application for the posted position in writing.

The person chosen to fill the position shall be the applicant who best meets the requirements of the position as judged by the District. The District's decision shall not be arbitrary or capricious.

If two (2) or more full-time employees meet the requirements for a full-time position or two or more part-time employees meet the requirements for a part-time position on an equal basis, and also meet the qualifications for the position, such as physical ability, aptitude and attitude on an equal basis, the position will be awarded to the person with the longest continuous service in the area of the position. In the event two or more employees in the civil service non-competitive class or civil service labor class are appointed with the same starting date, the tie-breaker to determine seniority shall be made alphabetically by last name, given no break in service.

It is understood that requests for lateral transfer within job title shall be considered by the District prior to posting. All decisions with respect to such requests shall be in the exclusive discretion of the District.

Interview Practice – Current Employee

Effective January 1, 1996, it is understood that employees who apply for vacancies posted in the District are entitled to one (1) interview per administrator/supervisor per year, eliminating repeated interviews of employees who apply for numerous vacancies during the year. If, subsequent to the interview, the employee's qualifications change significantly by education or experience, it is the employee's responsibility to notify the District during the nine (9) calendar day posting period of the change. A determination will be made by the administrator/supervisor as to whether or not a second interview is in order.

Each time an employee makes application for a posted position, the Personnel Office will acknowledge receipt of the application.

Section 10.02 – Personnel Files

There will be only one official personnel file for each individual in the negotiating unit. The official file will be located in the District's central personnel file.

Employees covered by this Agreement, upon request, shall be permitted to review their personnel file, accompanied by a representative of their choice, provided that the examination of personnel files shall be by appointment only; shall take place only in the administrative offices where such files are maintained; and shall take place only in the presence of a designated representative of the District. Such examination shall take place at such time and location as mutually agreeable to the employee and the Director of Personnel or his/her representative.

Employees shall be permitted to respond in writing to any material included in their file. Employees shall be entitled, upon request, to receive a copy of any inclusions in their file, except for confidential pre-employment data. Information regarding pre-employment status, such as references, etc. shall be considered confidential and not subject to review by employees.

ARTICLE XI

Section 11.01 – Bus Driver Duties

Bus drivers are to carry out such duties as may be assigned by the Supervisor of Transportation (or his/her designee) in accordance with the job description on file with the Erie County Civil Service Department.

Duties of the bus driver shall include, but not be limited to: the transportation of children in the District (for regular school, special school, late runs, extracurricular trips, etc.), cleaning of assigned bus, and delivery of materials.

Section 11.02 – Guaranteed Minimum Hours

All drivers regularly employed will be guaranteed a minimum of two (2) hours of employment for a complete morning run, and/or two and one-quarter (2¼) hours for a complete afternoon run.

All bus attendants regularly employed will be guaranteed a minimum of one and one-half (1½) hours of employment for a complete morning run, and/or one and three-quarters (1¾) hours for a complete afternoon run.

All employees who hold a commercial driver's license will be paid at their normal hourly rate, when required to submit to random drug and alcohol tests during off-the-clock hours.

While attending NYS Vehicle and Traffic Law Section 19-A required testing and physical exams, all members will be compensated at their normal hourly rate of pay.

Section 11.03 – Health Insurance Calculation

On or about October 1 of each school year, the Director of Transportation shall provide to the Director of Personnel a list of bus drivers and their regular work hours. These hours shall be used to determine the contribution rate of the District toward the employee's health insurance benefits.

On or about October 1 and February 1 of each school year, the Director of Transportation shall provide to the Director of Personnel a list of bus attendants and their regular work hours. These hours shall be used to determine the contribution rate of the District toward the employee's health insurance benefit.

Bus route averages must be calculated by the supervisor.

Section 11.04 – Assignment of Routes

Assignment of bus routes is to be made by the Supervisor of Transportation. All bid runs will be kept on a continuous basis with changes being made as necessary to carry out the overall objectives of the Transportation Department. All assignments of substitute drivers will be left to the discretion of the Supervisor.

The procedures to secure a bus driver from the substitute list must be exhausted prior to assigning a bus mechanic to fill in for the absent bus driver.

Assignment to temporary runs, field trips, late runs and extracurricular activity trips shall be assigned on a rotating assignment system. Assignments will be made to regular bus drivers subject to the following:

1. Minimum call hours.
2. That such assignment does not interfere with the driver's regularly assigned bus run.
3. That no driver shall work hours which will result in working in excess of forty-two (42) hours in the week involved.
4. When time constraints do not allow for the rotating assignment system process.
5. Effective July 1, 2008, the assignment of temporary bid routes will be determined by seniority each school year on September 1.
6. Summer school runs will be awarded on the basis of seniority. If a driver is absent more than seven (7) days during the previous 10 month school year or a driver took more than two (2) days off during summer school runs, excluding bereavement leave or long term illness (for the purposes of this provision only defined as a documented illness lasting ten or more consecutive working days), then that driver will be placed at the bottom of the list.

Section 11.05 – Bus Cleaning

In addition to the cleaning of an assigned bus as described in Section 11.01, busses may be given a thorough cleaning during the winter and spring recess and shall be given a thorough cleaning during the summer recess.

Payment for such cleaning shall be as follows:

	<u>Winter/Spring Rate</u>	<u>Summer Rate</u>
Small Bus (under 31 passengers)	\$25	\$25
Large Bus (31 or more passengers)	\$45	\$60

Exterior washing of school buses shall occur on a bi-weekly basis during the 10 month school year at a rate of \$12 for 31 passenger and larger buses, \$8 for fewer than 31 passenger buses and \$5 for vans and trucks.

ARTICLE XII

Section 12.01 – Conduct of CSEA Business

The Union shall refrain from conducting any CSEA business during hours of regular employment except for the processing of grievances.

The Union may use duplicating and related equipment, with prior approval from the Building Principal, and shall reimburse the District for materials or supplies used in the conduct of CSEA business.

The Union will have the right to place notices, circulars and other materials on a bulletin board designated or approved by the Supervisor and/or Building Principal.

The Union shall have use of the interschool mail delivery system for the transmission of CSEA materials.

Section 12.02 – Union Business

The President or his/her designee of the Clarence School Unit, Erie County Education Local, Civil Service Employees' Association, Inc. shall be allowed seven (7) days absence, without loss of pay or leave credits, per year, to attend workshops, conferences, and seminars related to CSEA business, provided that the CSEA President submits a request for such to the District Director of Personnel, at least one (1) week prior to such day and further provided that the absence of the CSEA President or his/her designee will not adversely affect the operation of the District. Such shall not be subject to use in segments of less than one-half (½) day units. The District shall not unreasonably deny the use of the leave set forth herein.

ARTICLE XIII

Section 13.01 – Tool Allowance

The District agrees to replace tools for permanent, full-time, twelve-month general mechanics and garage mechanics, where such tools become damaged beyond repair in the performance of duties for the Clarence School District, provided:

- a. Each such employee maintains at all times a full compliment of tools customarily used in the performance of his duties for the Clarence Central School District.
- b. Each such employee shall furnish to the District, in writing, a current tool inventory at least twice a year, in June and December; and further, each such employee shall be responsible for updating such inventory list between submission dates.

ARTICLE XIV

Section 14.01 – Transmittal of Information

Copies of the minutes of regular Board of Education meetings will be sent to the President of the CSEA Unit following their formal review and adoption by the Board of Education. The Board of Education also agrees to make available to the CSEA information with respect to terms and conditions of employment. Copies of the Board Policy changes will be made available upon request.

ARTICLE XV

Section 15.01 – Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 15.02 – Definitions

A grievance is a claimed violation by an employee or group of employees in the negotiating unit based upon this written Negotiated Agreement.

The preparation and processing of grievances, insofar as practicable, shall be conducted after the regular work hours. All reasonable efforts will be made to avoid interruption of work schedules.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this contract. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall be, in all respects, final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

Section 15.03 – Time Limits

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

No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available step within ten (10) days after the employee knew, or should have known of the act or condition on which the grievance is based.

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

Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and his/her representative within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day. **DAY** shall mean work days.

Section 15.04 – Step 1

The employee will discuss his/her grievance with his/her immediate supervisor or departmental supervisor within ten (10) days from the time the employee knew, or should have known, of the act or condition on which the grievance is based. The supervisor, or immediate supervisor, will respond to the grievance within ten (10) days from its presentation. The employee must state he/she is initiating a grievance so the immediate supervisor or supervisor may respond within the time limit.

Section 15.05 – Step 2

The employee will inform the Director of Personnel and the Union, in writing, of his/her appeal. An informal meeting of the parties involved will be held within ten (10) days from the receipt of the appeal. The grievant, a Union representative, and the Director of Personnel, or his designee, shall be present at this meeting. The District's decision will be rendered within five (5) days of this meeting.

Section 15.06 – Step 3

If the matter is not resolved and is to be appealed, the Union and the grievant must jointly agree to proceed to Step 3 within five (5) days of the decision at Step 2.

The grievance shall be reduced to writing on the grievance forms provided by the District and received by the Superintendent within five (5) days of the decision at Step 2.

All written grievances shall include:

1. The name and position of the aggrieved party.
2. The identification of the article and section of this Negotiated Agreement involved in said grievance.
3. The time when and the place where the alleged events or conditions constituting the grievance existed.
4. The identity of the party/parties responsible for causing said events or conditions.
5. A general statement of the nature of the grievance.
6. The remedy sought by the aggrieved party/parties.

The Superintendent may or may not hold a hearing, formal or informal, within five (5) days from receipt of the appeal. If a hearing is held, all relevant evidence and arguments will be presented at this time. The Superintendent's decision will be rendered within fifteen (15) days of the hearing or receipt of the appeal if no hearing is held, or if a transcript of the hearing is made, within five (5) days from receipt of the transcript.

Section 15.07 – Step 4

If the grievance is not resolved, the appeal to arbitration must occur within five (5) days from the Superintendent's decision. In order to proceed to arbitration, both the grievant and the Union must jointly agree to proceed to Step 4 by submitting a written notice to the Superintendent of Schools.

Subsequent to the notice to the Superintendent, the New York State Public Employment Relations Board may be contacted to provide arbitration services. An arbitrator will be selected pursuant to the rules of the Public Employment Relations Board.

The selected arbitrator will hear the matter promptly, and will issue his/her decision in writing forthwith. The arbitrator's decision shall be confined to an interpretation of this Negotiated Agreement and shall be binding on the parties. The arbitrator shall not have the power to add to, subtract from, or modify any term or condition of this Agreement.

The costs for the services of the arbitrator, including expenses, will be borne equally by the District and the Union.

ARTICLE XVI

Section 16.01 – Conformity to Law Clause

If any provision of this Agreement shall be held to be contrary to law by any court of competent jurisdiction, then such provision shall not be applicable or performed, or enforced, except to the extent permitted by such determination. Any substitute action shall be subject to negotiation, and shall conform to the Court's determination. In such event, all other provisions of this Agreement shall continue in full force and effect.

Nothing contained in this Agreement may be construed to violate the rights of any individual on items not specifically covered by this Agreement.

ARTICLE XVII

Section 17.01 – Impasse Procedure

For purpose of this Section, an impasse may be deemed to exist if the parties fail to achieve agreement One Hundred Twenty (120) days prior to the end of the negotiated contract on June 30.

The Board and CSEA pledge themselves to negotiate in good faith on such matters as have been enumerated in this Agreement, and agree that in the event of failure to reach agreement, they will utilize the procedures of the New York State Public Employment Relations Board as provided for in the New York State and Public Employment Employees Fair Employment Act.

The costs, if any, for the services of the New York State Public Employment Relations Board shall be shared equally by the District and CSEA.

ARTICLE XVIII

Section 18.01 – Permanent Reduction in Staff

In the event that it is determined by Board resolution to effect a permanent reduction in staff, the permanent layoff of employees covered by this Agreement shall be accomplished in accordance with the following:

Competitive Class

Competitive class employees shall be laid off according to Civil Service rules and regulations.

Non-Competitive or Labor Class

Employees in the non-competitive or labor class shall be laid off according to seniority within a job classification or category as set forth in Appendix A.

For purposes of this section only, seniority shall be defined as the date of appointment by the Board of Education to a job classification as defined above.

Non-competitive or labor class personnel permanently laid off pursuant to this Section may displace a less senior employee serving in a previously held job classification based upon seniority in such previously held position, provided such employee is able to perform the available work of such previously held classification.

Temporary or probationary employees within the job classification affected by layoffs will be terminated first, provided the remaining employees possess the ability to do the work. The next to be laid off shall be employees with least length of service as defined, provided the remaining employees possess the ability to perform the work.

Employees laid off should be recalled to vacancies in the classification in which they were laid off, in the reverse order of the layoff, provided they are able and qualified to perform the available work. Appointment from a preferred list will be made after a posting of the job indicates no interest by employees with more seniority than those on the list.

A non-competitive or labor class employee who has been permanently laid off and reinstated or reappointed within one (1) year shall be deemed to have continuous service. After the one (1) year period, the obligation of the Board of Education to reinstate or reappoint shall be terminated.

It is understood that nothing contained herein shall restrict the District's current practice of employing aides on an annual basis.

ARTICLE XIX

Discipline/Discharge Procedure

Disputes concerning the discipline, including discharge, of any employee in the unit covered by this Agreement, who has completed six (6) months of continuous service with the District and who is not covered by the provisions of Section 75 of the New York State Civil Service Law, if the employee desires, may be reviewed in accordance with the following procedure. In such instances, the aggrieved employee shall be entitled to representation by a CSEA representative at each step of the procedure set forth herein. In situations involving the imposition of disciplinary discharge or suspension, a written notice of discipline shall be served upon the employee involved, with a copy to the Union, which states the basis for such action. In situations involving disciplinary discharge or disciplinary suspension of more than one (1) week (five consecutive work days), the following expedited procedure shall be applicable. The employee involved shall proceed directly to Step Two of the procedure below. In such situations, the employee involved must notify the Director of Personnel in writing within five (5) work days of receipt of the notice of discharge or suspension, with notification to the Union within the same time period. The Step Two meeting shall be held within five (5) work days of the notice to the Director. The decision of the Director shall be rendered within five (5) work days of the Step Two meeting. If the matter remains unresolved, it may be processed in accordance with the provisions of Step Three, except that the hearing shall be conducted as soon as practicable but not to exceed twenty (20) work days from the Step Three notification, which date may be extended through mutual agreement. Such decision shall be

rendered no later than ten (10) work days after the conclusion of the hearing and submission of final positions.

Section 19.01 – Step 1

The employee will discuss the disciplinary action with his/her immediate supervisor or department supervisor within ten (10) days from the time the employee is advised of action of discipline. The employee must state in this discussion that he/she is initiating a formal appeal and review of the action. The immediate supervisor or department supervisor must provide a written response to the employee within ten (10) work days of this discussion.

Section 19.02 – Step 2

If the matter is not resolved at Step 1, the employee or his/her representative within ten (10) work days of the receipt of the decision at Step 1, may appeal to the Director of Personnel. The appeal must be in writing. The employee must also notify the Union of his/her appeal, within the same time limit of ten (10) work days. The employee, his/her representative, the President of Clarence Central School District Unit of the CSEA or designee, and the Director of Personnel or designee shall be present at a meeting to consider the employee's appeal, which shall be held within ten (10) work days of receipt of the employee's written notice of appeal to the Director of Personnel. The decision of the Director will be rendered within ten (10) work days of this meeting, and shall be sent to the employee, his/her representative and the President of the Unit.

Section 19.03 – Step 3

If the matter is not resolved at Step 2 and is to be appealed, the Union and the employee must jointly agree to proceed to Step 3, and must so notify the Board of Education in writing within ten (10) work days of receipt of the decision at Step 2.

Within ten (10) work days of receipt of the notice of appeal in the office of the Superintendent of Schools, the Board of Education shall cause a statement of the charges and supporting specifications which formed the basis for the action of discipline or discharge, to be sent to the employee and the Union. Within ten (10) work days of the employee's receipt of the statement of charges, he/she and the Union shall submit a written response to those charges.

The Board of Education, or the Hearing Officer if the Board of Education appoints a Hearing Officer, shall notify all parties involved in the matter of the time and place where the parties and their representatives shall convene for the purpose of the hearing. The hearing shall be conducted as soon as practicable but not to exceed twenty (20) work days from the Step 3 notification, which date may be extended through mutual agreement of the parties. The hearing, as the Board of Education shall determine, shall be conducted either before the Board of Education or a panel of members of the Board of Education or a Hearing Officer appointed by the Board of Education to conduct a hearing on its behalf. At such hearing, each party shall have the right to examine and cross-examine witnesses and shall be allowed to submit final statements concerning their positions within ten (10) working days of the close of the hearing.

The Board of Education shall render its decision, in writing, which decision shall be final. Such decision shall be rendered no later than twenty (20) work days after the conclusion of the hearing or submission of final positions, whichever is later, except where waived by the parties. The decision shall be sent to the employee and the Union.

Section 19.04 – Step 4

It is agreed that either party to this Agreement may seek review of such decision by an arbitrator selected through the Federal Mediation and Conciliation Service. It is understood that such arbitrator shall not be authorized to conduct a rehearing of the matter, but only to review the record of the proceeding to determine whether the decision of the Board was arbitrary and capricious or discriminatory. If an arbitrator so determines, he/she shall have the authority to award an appropriate remedy.

ARTICLE XX

Section 20.01 – Drug and Alcohol Testing For Reasonable Suspicion

The following establishes a written procedure for conducting drug and alcohol tests within the District for employees not covered by the FHWA regulations when there is reasonable suspicion that such employee is under the influence of or using illegal controlled substances or alcohol. An employee will be tested only when reasonable suspicion exists that such test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.

Section 20.02 – Policy Statement

The use of illegal controlled substances and alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the District's mission, impairs the efficiency of the workforce, endangers the lives and security of employees and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance and alcohol usage, procedures to test for the use of illegal controlled substances and alcohol shall be established. The District, however, will not engage in random drug and alcohol testing of its employees not covered by the FHWA regulations. The District, as part of its concern for its employees, recognizes that the use of illegal controlled substances and alcohol causes problems which may have a far reaching negative effect on the health, well-being and productivity of the workforce. The District fully supports the Employee Assistance Program and encourages employees who are using illegal controlled substances and alcohol to seek the confidential services of the Employee Assistance Program at their workplace. Information concerning the use of illegal controlled substances and alcohol revealed to EAP representatives by an employee cannot be used against the employee for any purpose. A voluntary request for assistance by the EAP must be made prior to the commission of any act subject to disciplinary action. Employees whose substance abuse or alcohol problem is discovered only after a violation of this policy, school standards or work rules, will be addressed as provided in this policy.

Section 20.03 – Reasonable Suspicion Testing

- a. **Determination of Reasonable Suspicion:** The person designated to confirm whether reasonable suspicion exists to require a covered employee to undergo drug and alcohol testing must be a non-bargaining unit supervisor or administrator. A bargaining unit supervisor must contact a non-bargaining unit supervisor or administrator who, in person, must authorize such test. The behavior giving rise to reasonable suspicion shall be a recognized symptom of impairment, due to alcohol or a controlled substance.
- b. **Initial Training of Supervisors:** Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo drug and alcohol testing shall receive formal training. Such training must be completed before the supervisor can require an employee to undergo a test.

- c. **Right to Representation:** When a decision is made to test, the employee shall be advised that the employee can consult with a Union representative, as long as the Union representative can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a Union representative.
- d. All time spent administering a controlled substance and alcohol test, stemming from reasonable suspicion, will be paid at the employee's regular rate of pay or at their overtime rate, if applicable, and will include travel time.
- e. Any employee who is not allowed to return to work while awaiting test results arising out of reasonable suspicion may use any accumulated paid leave benefits as noted in the current collective bargaining agreement during the waiting period for time lost and will be reimbursed for the time lost, should the test results prove negative unless the employee is under disciplinary action for misconduct or incompetence.
- f. If the employee requests the split specimen be tested by a certified laboratory of his/her choice, the employee is responsible for the cost of such test.
- g. Employees who participate in rehabilitation will be entitled to all accumulated contractual benefits as noted in this collective bargaining agreement.

Section 20.04 – Application

- a. An employee of the District may be ordered to submit to testing to determine the presence of illegal controlled substances or alcohol.
- b. In determining whether to order a test in a particular case, the District must balance an employee's reasonable expectations of privacy from unreasonable intrusions against the District's interest in assuring the integrity and fitness of its employees.
- c. The order must be justified by a reasonable suspicion that the employee has reported to work under the influence of illegal controlled substances or alcohol.
- d. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
- e. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from these facts.
- f. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances or alcohol such as slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; or information provided either by reliable and credible sources or which is independently corroborated.
- g. The District will not test solely on the information of anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.
- h. It is intended that, where a decision is made to test, the employee will be given a directive to submit to the test.

- i. If an employee has requested EAP assistance for his/her abuse of an illegal controlled substance or alcohol prior to any incident leading independently to the determination of the existence of reasonable suspicion of use of an illegal controlled substance or alcohol, or such employee is following the EAP program, that employee will not be subject to drug and alcohol testing under this policy for such prior use, but this policy will apply with full force to any subsequent incident where reasonable suspicion is found.

Section 20.05 – Procedure

- a. Whenever a supervisor reasonably suspects, based on his or her own observations, that an employee has reported to work in an impaired condition due to the use of alcohol or an illegal controlled substance, such information should immediately be communicated to the Superintendent or his designee. Such communication should be made as confidentially as reasonably possible. However, this reporting requirement does not affect the process of directing a covered employee to submit to a drug or alcohol test which must proceed without delay.
- b. An employee of the District ordered to submit to testing shall be advised that he or she has a right to consult with a union representative and afforded the opportunity to consult with a union representative, or other union member without delaying the process in excess of 20 minutes. Reasonable efforts to assist the employee in contacting a union representative or another union member shall be made.
- c. Throughout all aspects of these procedures, including transportation and the actual obtaining of the sample, every reasonable effort must be made to insure the dignity and privacy of the employee. All reasonable efforts shall be made to avoid public attention and these procedures shall be carried out as discreetly as reasonably possible.
- d. Collection, testing, and medical review shall be in conformance with the FHWA protocols for CDL drivers.
- e. If the results of either of the two confirming tests are negative, the request for testing, the finding of reasonable suspicion, as well as results of said test will not be kept. If both confirming tests are positive, or if the first confirming test is positive and the employee waives his right to request a second confirming test, the employee may be suspended by the Superintendent or designee pending disciplinary charges, provided such suspension is appropriate under the applicable collectively negotiated agreement, and law, rule or regulation.

Section 20.06 – General Provisions

- a. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in any aspects of testing procedures shall be communicated to the Superintendent and may subject the employee to disciplinary action as appropriate under the applicable collectively negotiated agreement, and a law, rule or regulation.
- b. At the conclusion of the testing procedures, the employee may be suspended if the facts independent of the test results justify the actions and constitute a basis under the applicable collective bargaining agreement or law. In a case where an employee is judged too impaired to continue work, he or she is to be assisted with making arrangements for transport home. The employee is to be strongly encouraged not to drive. If the employee insists on driving, the Superintendent or other appropriate authority should be immediately notified.
- c. When written reports of the laboratory test are received by the Superintendent, a copy shall be forwarded to the employee who was tested.

- d. Each test ordered under the policy shall be reviewed to insure compliance with FHWA provisions.
- e. Where any provision of this policy is determined to be in conflict with the applicable collective bargaining agreement of law, statute, rule or regulation, including Civil Service Law Section 72 and Section 75, said collective bargaining agreement, law statute, rule or regulation will control. It is not the intent of this policy to abridge any rights an employee may have under applicable collective bargaining agreements, laws, statutes, or rules or regulations.
- f. If, as a result of the investigation, the District determines the existence of just cause for discipline, such discipline may be imposed consistent with the provisions of the Collective Bargaining Agreement.
- g. Records concerning positive tests will be maintained confidentially in the personnel files.
- h. An employee who claims to have been tested under this policy without reasonable suspicion can assert such claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this policy shall be construed to deprive an employee of any other appropriate defenses or arguments in a disciplinary arbitration.

ARTICLE XXI

Section 21.01 – Board Approval

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

Section 21.02 – Term of Agreement

THIS AGREEMENT shall be effective as of July 1, 2016, and shall continue in full force and effect until June 30, 2020.

Section 21.03 – Agreement Changes

THIS AGREEMENT may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

CLARENCE SCHOOL UNIT
ERIE CHAPTER, CSEA

CLARENCE CENTRAL
SCHOOL DISTRICT

By Andrea L. Figueroa
Andrea Figueroa
Labor Relations Specialist, CSEA

By Geoffrey M. Hicks
Geoffrey M. Hicks, Ed.D.
Superintendent of Schools

Edward Schmidt
Edward Schmidt
President, Clarence School Unit

John P. Ptak
John P. Ptak, Ed.D.
Director of Personnel

Joseph W. Mozurki
John J. [unclear]
William Clifford
[unclear]
[unclear]
[unclear]

APPENDICES

Appendix A – Salary Ranges

Appendix B – Independent Health Benefit Summaries

Appendix C – Delta Dental

Appendix A

Hourly Rate Ranges

<u>JOB TITLES</u>	2016-17 Range	2017-18 Range	2018-19 Range	2019-20 Range
Clerical				
Account Clerk Account Clerk Typist Principal Clerk Typist Senior Account Clerk Typist Senior Clerk Stenographer	\$14.19 – \$25.28	\$14.55 – \$26.02	\$14.91 – \$26.77	\$15.28 – \$27.55
Clerk Typist Copy Machine Operator Senior Clerk Typist	\$12.71 – \$23.54 \$13.40 – \$24.47	\$13.03 – \$24.23 \$13.74 – \$25.18	\$13.36 – \$24.93 \$14.08 – \$25.91	\$13.69 – \$25.65 \$14.43 – 26.66
Custodial				
Cleaner Custodian Groundswoker Maintenance Mechanic Helper Groundswoker Crew Chief Head Custodian "A" Laborer "A" Maintenance Mechanic Maintenance Mechanic Crew Chief Senior Custodian	\$11.69 – \$21.64 \$14.30 – \$25.27 \$14.06 – \$25.17 \$15.15 – \$26.53 \$18.14 – \$30.65 \$13.00 – \$23.61 \$16.13 – \$27.81 \$18.14 – \$30.65 \$15.04 – \$26.48	\$11.98 – \$22.27 \$14.66 – \$26.01 \$14.41 – \$25.90 \$15.53 – \$27.30 \$18.59 – \$31.54 \$13.33 – \$24.29 \$16.53 – \$28.62 \$18.59 – \$31.54 \$15.42 – \$27.24	\$12.28 – \$22.91 \$15.03 – \$26.76 \$14.77 – \$26.65 \$15.92 – \$28.09 \$19.05 – \$32.46 \$13.66 – \$24.99 \$16.94 – \$29.45 \$19.05 – \$32.46 \$15.81 – \$28.03	\$12.59 – \$23.58 \$15.41 – \$27.54 \$15.14 – \$27.42 \$16.32 – \$28.90 \$19.53 – \$33.40 \$14.00 – \$25.72 \$17.36 – \$30.30 \$19.53 – \$33.40 \$16.21 – \$28.85

Any employee who reports unavailable for their scheduled work day shall not be required to locate a replacement employee to fill their absence.

JOB TITLES	2016-17 Range	2017-18 Range	2018-19 Range	2019-20 Range
Student Services				
Certified Occupational Therapy Assistant Registered Professional Nurse	\$18.39 – \$30.89	\$18.85 – \$31.79	\$19.32 – \$32.71	\$19.80 – \$33.66
School Monitor – Elementary	\$11.46 – \$21.38	\$11.75 – \$22.00	\$12.04 – \$22.64	\$12.34 – \$23.30
School Monitor – Secondary Teacher Aide	\$11.53 – \$21.38	\$11.82 – \$22.00	\$12.12 – \$22.64	\$12.42 – \$23.30
Technical				
Computer Aide	\$17.26 – \$31.82	\$17.69 – \$32.74	\$18.13 – \$33.69	\$18.58 – \$34.67
Computer Support Assistant	\$14.19 – \$25.28	\$14.55 – \$26.02	\$14.91 – \$26.77	\$15.28 – \$27.55
Microcomputer Decision Support Specialist Microcomputer Technical Support Specialist	\$20.49 – \$34.69	\$21.00 – \$35.69	\$21.53 – \$36.73	\$22.07 – \$37.79
Microcomputer Technical Support Specialist – Server Farm Custodian	\$24.00 – \$40.62	\$24.60 – \$41.80	\$25.22 – \$43.02	\$25.85 – \$44.26
Senior Microcomputer Technical Support Specialist	\$26.39 – \$44.69	\$27.05 – \$45.99	\$27.73 – \$47.32	\$28.42 – \$48.69
Transportation				
Assistant Auto Mechanic Crew Chief (2 nd Shift)	\$16.93 – \$28.73	\$17.35 – \$29.56	\$17.78 – \$30.42	\$18.22 – \$31.30
Auto Mechanic	\$16.12 – \$27.81	\$16.52 – \$28.62	\$16.93 – \$29.45	\$17.35 – \$30.30
Auto Mechanic Crew Chief Head Bus Driver	\$18.14 – \$30.65	\$18.59 – \$31.54	\$19.05 – \$32.46	\$19.53 – \$33.40
Auto Mechanic Helper	\$14.72 – \$26.09	\$15.09 – \$26.84	\$15.47 – \$27.62	\$15.86 – \$28.42
Bus Attendant	\$11.53 – \$21.38	\$11.82 – \$22.00	\$12.12 – \$22.64	\$12.42 – \$23.30
Bus Driver	\$15.30 – \$26.36	\$15.68 – \$27.13	\$16.07 – \$27.91	\$16.47 – \$28.72
Transportation Clerk	\$14.30 – \$25.27	\$14.66 – \$26.01	\$15.03 – \$26.76	\$15.41 – \$27.54

Group Name: Clarence CSD

Benefit Summary

C Plan CSEA			
	In-Network	Out-Network	Additional Information
Preventive Services			
Abdominal aortic aneurysm screen Bacteria Screening, Urine (pregnant woman 12-16 weeks) Basic metabolism test (general health panel) Bone mineral density measurements or tests Chlamydia screening Cholesterol test (lipid panel) Colonoscopy and sigmoidoscopy Fecal blood testing Gonorrhea Screening Hemoglobin and hematocrit testing HIV screening HPV screening Immunizations Lead screen in childhood and/or pregnancy Mammogram Pap smear Physical exam Prenatal and one postpartum visit Prostate test (Prostate Specific Antigen "PSA") Rh screen Rubella screening Smoking Cessation products/counseling Syphilis Infection Screening Type 2 Diabetes Screening in Adults Well Child Visits	\$0	Deductible then 20% coinsurance	All preventive services are covered in full with \$0 member liability when performed by a participating provider. See independenthealth.com for additional information.
Physician and Other Services			
Primary Office Visit	\$20 copay	Deductible then 20% coinsurance	
Specialist Office Visit	\$20 copay	Deductible then 20% coinsurance	
Allergy Testing & Treatment	\$20 copay	Deductible then 20% coinsurance	
Outpatient Surgical Procedures (in physician's office)	\$20 copay	Deductible then 20% coinsurance	
Emergency and Urgent Care Services			
Emergency Room	\$100 copay	\$100 copay	Waived if admitted
Ambulance	\$100 copay	\$100 copay	Must be deemed medically necessary
Participating After Hours Care Centers	\$40 copay	Not applicable	
Hospital Services			
Inpatient Hospital	\$100 copay	Deductible then 20% coinsurance	Semi-private room per admission
Inpatient Hospital Physician/Surgeon Fees	\$0 copay	Deductible then 20% coinsurance	
Inpatient Hospice	\$0 copay	Deductible then 20% coinsurance	
Outpatient Surgical Procedures (Facility)	\$20 copay	Deductible then 20%	

Group Name: Clarence CSD

Benefit Summary

C Plan CSEA			
	In-Network	Out-Network	Additional Information
		coinsurance	
Outpatient Surgical Procedures (Facility): Physician/Surgeon Fees	\$0 copay	Deductible then 20% coinsurance	
Skilled Nursing Facility	\$100 copay	Deductible then 20% coinsurance	Semi-private room, per admission Up to 45 days per contract year
Diagnostic Testing Services			
Laboratory Testing	\$0 copay	Deductible then 20% coinsurance	
EKG	\$20 copay	Deductible then 20% coinsurance	
Routine Radiology	\$20 copay	Deductible then 20% coinsurance	
Advanced Radiology	\$20 copay	Deductible then 20% coinsurance	Radiology services, other than x-rays, including but not limited to MRI, MRA, CT Scans, PET Scans.
Maternity Services			
Physician Services: Prenatal and Postnatal Care	\$20 copay	Deductible then 20% coinsurance	No charge after the initial diagnosis
Inpatient Maternity	\$100 copay	Deductible then 20% coinsurance	Semi-private room per admission
Mental Health and Substance Abuse			
Inpatient Mental Health	\$100 copay	Deductible then 20% coinsurance	Semi-private room per admission
Outpatient Mental Health	\$20 copay	Deductible then 20% coinsurance	
Inpatient Substance Abuse – Rehab	\$100 copay	Deductible then 20% coinsurance	Semi-private room per admission
Inpatient Substance Abuse – Detox	\$100 copay	Deductible then 20% coinsurance	Semi-private room per admission
Outpatient Substance Abuse	\$20 copay	Deductible then 20% coinsurance	
Diabetic Supplies and Services			
Diabetic Equipment (e.g. Blood glucose monitor, etc)	\$20 copay	Deductible then 20% coinsurance	
Insulin and Other Oral Agents	\$20 copay	Deductible then 20% coinsurance	
Diabetic Medical Supplies (Test Strips, Syringes, etc)	\$20 copay	Deductible then 20% coinsurance	
Rehabilitation Services			
Chiropractic Services	\$20 copay	Deductible then 20% coinsurance	
Physical – Occupational – Speech Therapies	\$20 copay	Deductible then 20% coinsurance	Up to 20 visits per contract year
Cardiac Rehabilitation	\$20 copay	Deductible then 20% coinsurance	Up to 36 visits per event
Pulmonary Rehabilitation	\$20 copay	Deductible then 20% coinsurance	Up to 24 visits per contract year

Group Name: Clarence CSD

Benefit Summary

	C Plan CSEA		
	In-Network	Out-Network	Additional Information
Additional Services			
Durable Medical Equipment (DME)	50% coinsurance	Deductible then 50% coinsurance	
Prosthetics and Appliances	50% coinsurance	Deductible then 50% coinsurance	
Chemotherapy	\$20 copay	Deductible then 20% coinsurance	
Home Health Care	\$20 copay	Deductible then 20% coinsurance	Up to 40 visits per contract year
Prescription Drug Coverage			
Prescription Plan	\$5/\$20/\$35	\$5/\$20/\$35	Must be filled at a participating pharmacy
Contraceptive Drugs & Devices	\$0 copay	\$0 copay	Must be filled at a participating Pharmacy EXCEPTION: Tier 3 brand name drugs/supplies with generic available will be subject to Member Liability.
Maintenance Medications	2.5 copays for a 3 month supply	Not Applicable	Mail Order: Must be obtained from Walgreens or Wegmans. Retail Pharmacy: Must be filled at a participating Pharmacy.
Vision Services			
Medical Eye Exam	\$20 copay	Deductible then 20% coinsurance	
Routine/ Refractive Exam	\$10 copay	Not covered	Once every 12 months
Standard Plastic Lenses	Single: \$50 copayment Bifocal: \$70 copayment Trifocal: \$105 copayment Lenticular: 20% off retail Standard progressive: \$65 copayment	Not covered	Contact EyeMed at 1-877-842-3348 for additional options
Frames	Member pays 40% of retail	Not covered	Member pays 80% of balance over \$60
Conventional Contact Lenses	\$90 allowance	Not covered	Members pay 85% of balance
Laser Vision Correction	15% discount	Not covered	Discount is based on standard pricing
Dental Services			
Preventive and Routine	Not covered	Not covered	
Accidental Dental	Based on site of service	Based on site of service	Must be deemed medically necessary
Dependent Coverage			
Dependent Eligibility	26	26	Up to the end of the birthday month

Group Name: Clarence CSD

Benefit Summary

C Plan CSEA		
In-Network	Out-Network	Additional Information

General Information			
Deductible	Not applicable	\$250/\$500	Member is responsible for the difference between Independent Health's allowed amount and the non-participating provider's billed amount.
Coinsurance	Not applicable	20% coinsurance	
Out-of-Pocket Maximum	\$5,000/\$10,000	\$5,000/\$10,000	
Annual & Lifetime Maximum	Not applicable	Not applicable	
Pre-Certification	Certain services and benefits are subject to pre-certification. Member is responsible for contacting Independent Health for pre-certification.		

Important Notes

Out-of-Network: Member is responsible for the difference between Independent Health's allowed amount and the non-participating provider's billed amount.

Pre-Certification: Certain services and benefits are subject to pre-certification. Member is responsible for reviewing their Summary Plan Description (SPD) for pre-certification requirements. Penalty for not pre-certifying: the member is responsible for the payment of 50% of the eligible expenses for each service. Additional payments may apply. This additional percentage is a PENALTY and does not apply to the out-of-pocket maximum, deductible, and coinsurance.

This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitation, and exclusions. For more detailed information consult your Summary Plan Description (SPD).

All indicated benefits assume the member has appropriate authorization to receive services.

To locate a participating provider, please visit www.independenthealth.com. It is recommended you call your provider's office to verify participation prior to each visit.

Group Name: Clarence CSD

Benefit Summary

Active and Family Plan

	Active- In-Network	Family- In-Network	Additional Information
Preventive Services			
Abdominal aortic aneurysm screen	\$0 copay	\$0 copay	All preventive services are covered in full with \$0 member liability when performed by a participating provider. See independenthealth.com for additional information.
Bacteria Screening, Urine (pregnant woman 12-16 weeks)			
Basic metabolism test (general health panel)			
Bone mineral density measurements or tests			
Chlamydia screening			
Cholesterol test (lipid panel)			
Colonoscopy and sigmoidoscopy			
Fecal blood testing			
Gonorrhea Screening			
Hemoglobin and hematocrit testing			
HIV screening			
HPV screening			
Immunizations			
Lead screen in childhood and/or pregnancy			
Mammogram			
Pap smear			
Physical exam			
Prenatal and one postpartum visit			
Prostate test (Prostate Specific Antigen "PSA")			
Rh screen			
Rubella screening			
Smoking Cessation products/counseling			
Syphilis Infection Screening			
Type 2 Diabetes Screening in Adults			
Well Child Visits			
Physician and Other Services			
Primary Office Visit	Child: \$25 copay Adult: \$15 copay	Child: \$0 copay Adult: \$25 copay	
Specialist Office Visit	\$40 copay	\$40 copay	
Allergy Testing & Treatment	\$40 copay	\$40 copay	
Outpatient Surgical Procedures (in physician's office)	Child: \$25 copay Adult: \$15 copay	Child: \$0 copay Adult: \$25 copay	
Emergency and Urgent Care Services			
Emergency Room	\$100 copay	\$100 copay	Waived if admitted
Ambulance	\$100 copay	\$100 copay	Must be deemed medically necessary
Participating After Hours Care Centers	\$45 copay	\$45 copay	
Hospital Services			
Inpatient Hospital	\$500 copay	Child: \$0 copay Adult: \$500 copay	Semi-private room per admission
Inpatient Hospital Physician/Surgeon Fees	\$0 copay	\$0 copay	
Inpatient Hospice	\$0 copay	\$0 copay	
Outpatient Surgical Procedures (Facility)	\$75 copay	\$75 copay	
Outpatient Surgical Procedures (Facility): Physician/Surgeon Fees	\$0 copay	\$0 copay	
Skilled Nursing Facility	\$250 copay	Child: \$0 copay Adult: \$250 copay	Semi-private room, per admission

Group Name: Clarence CSD

Benefit Summary

	Active and Family Plan		
	Active- In-Network	Family- In-Network	Additional Information
			Up to 45 days per contract year
Diagnostic Testing Services			
Laboratory Testing	\$0 copay	\$0 copay	
EKG	<i>Primary copays:</i> Child: \$25 copay Adult: \$15 copay <i>Specialist copay: \$40</i>	<i>Primary copays:</i> Child: \$0 copay Adult: \$25 copay <i>Specialist copay: \$40</i>	
Routine Radiology	\$40 copay	\$40 copay	
Advanced Radiology	\$40 copay	\$40 copay	Radiology services, other than x-rays, including but not limited to MRI, MRA, CT Scans, PET Scans.
Maternity Services			
Physician Services: Prenatal and Postnatal Care	<i>Primary copays:</i> Child: \$25 copay Adult: \$15 copay <i>Specialist copay: \$40</i>	<i>Primary copays:</i> Child: \$0 copay Adult: \$25 copay <i>Specialist copay: \$40</i>	No charge after the initial diagnosis
Inpatient Maternity	\$500 copay	\$0 copay	Semi-private room per admission
Mental Health and Substance Abuse			
Inpatient Mental Health	\$500 copay	Child: \$0 copay Adult: \$500 copay	Semi-private room per admission
Outpatient Mental Health	Child: \$25 copay Adult: \$15 copay	Child: \$0 copay Adult: \$25 copay	
Inpatient Substance Abuse – Rehab	\$500 copay	Child: \$0 copay Adult: \$500 copay	Semi-private room per admission
Inpatient Substance Abuse – Detox	\$500 copay	Child: \$0 copay Adult: \$500 copay	Semi-private room per admission
Outpatient Substance Abuse	Child: \$25 copay Adult: \$15 copay	Child: \$0 copay Adult: \$25 copay	
Diabetic Supplies and Services			
Diabetic Equipment (e.g. Blood glucose monitor, etc)	\$15 copay	\$25 copay	
Insulin and Other Oral Agents	\$15 copay	\$25 copay	Office visit copay or pharmacy copay, whichever is less
Diabetic Medical Supplies (Test Strips, Syringes, etc)	\$15 copay	\$25 copay	
Rehabilitation Services			
Chiropractic Services	\$25 copay	\$25 copay	
Physical – Occupational – Speech Therapies	\$25 copay	\$25 copay	Up to 20 visits per contract year
Cardiac Rehabilitation	\$25 copay	\$25 copay	Up to 36 visits per event
Pulmonary Rehabilitation	\$25 copay	\$25 copay	Up to 24 visits per contract year
Additional Services			
Durable Medical Equipment (DME)	50% coinsurance	50% coinsurance	
Prosthetics and Appliances	50% coinsurance	50% coinsurance	

Group Name: Clarence CSD

Benefit Summary

	Active and Family Plan		
	Active- In-Network	Family- In-Network	Additional Information
Chemotherapy	\$40 copay	\$40 copay	
Home Health Care	\$40 copay	\$40 copay	Up to 40 visits per contract year
Unique Benefits	\$250 allowance per subscriber, per contract year, for a membership to a participating fitness club including traditional gyms, health clubs and fitness centers for men and women, complimentary alternative therapies to include: acupuncture, massage therapy, dietary counseling, yoga, pilates, tai chi and vitamins and herbs.	\$250 allowance per subscriber per year for activities provided at family oriented fitness centers and other organizations. Can be used on fees associated with children's sports & fitness programs including swim lessons, gymnastics, tumbling, basketball, soccer, tennis lessons, karate, and baby sitting clinics as well as school activity programs and children's day camp.	
Prescription Drug Coverage			
Prescription Plan	\$10/\$20/\$35	\$10/\$20/\$35	Must be filled at a participating pharmacy
Contraceptive Drugs & Devices	\$0 copay	\$0 copay	Must be filled at a participating Pharmacy EXCEPTION: Tier 3 brand name drugs/supplies with generic available will be subject to Member Liability.
Maintenance Medications	2.5 copays for a 3 month supply	2.5 copays for a 3 month supply	Mail Order: Must be obtained from Walgreens or Wegmans. Retail Pharmacy: Must be filled at a participating Pharmacy.
Vision Services			
Medical Eye Exam	\$40 copay	\$40 copay	
Routine/ Refractive Exam	\$10 copay	\$10 copay	Once every 12 months
Standard Plastic Lenses	Single: \$50 Bifocal: \$70	Single: \$50 Bifocal: \$70	Contact EyeMed at 1-877-842-3348 for additional options
Frames	40% off retail	40% off retail	
Conventional Contact Lenses	15% discount	15% discount	Materials only
Laser Vision Correction	50% discount	50% discount	Maximum up to \$400 per eye
Dental Services			
Preventive and Routine	Not covered	Not covered	
Accidental Dental	Based on site of service	Based on site of service	Must be deemed medically necessary
Dependent Coverage			
Dependent Eligibility	26	26	Up to the end of the

Group Name: Clarence CSD

Benefit Summary

Active and Family Plan

Active- In-Network	Family- In-Network	Additional Information
		birthday month

General Information			
Deductible	\$1,000/\$2,000	\$1,000/\$2,000	Member is responsible for the difference between Independent Health's allowed amount and the non-participating provider's billed amount.
Coinsurance	30% coinsurance	30% coinsurance	
Out-of-Pocket Maximum	\$5,000/\$10,000 In & Out of network	\$5,000/\$10,000 In & Out of network	
Annual & Lifetime Maximum	Not applicable	Not applicable	
Pre-Certification	Certain services and benefits are subject to pre-certification. Member is responsible for contacting Independent Health for pre-certification.		

Important Notes

Out-of-Network: Member is responsible for the difference between Independent Health's allowed amount and the non-participating provider's billed amount.

Pre-Certification: Certain services and benefits are subject to pre-certification. Member is responsible for reviewing their Summary Plan Description (SPD) for pre-certification requirements. Penalty for not pre-certifying: the member is responsible for the payment of 50% of the eligible expenses for each service. Additional payments may apply. This additional percentage is a PENALTY and does not apply to the out-of-pocket maximum, deductible, and coinsurance.

This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitation, and exclusions. For more detailed information consult your Summary Plan Description (SPD).

All indicated benefits assume the member has appropriate authorization to receive services.

To locate a participating provider, please visit www.independenthealth.com. It is recommended you call your provider's office to verify participation prior to each visit.

Appendix C

Plan Benefit Highlights for: Clarence Central School District (Non-Instructional)

Group No: 00206 - 00001 & 01999

Effective Date: 11/1/2015

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the year dependent turns age 26			
Deductibles	\$25 per person / \$75 per family each plan year			
Deductibles waived for Diagnostic & Preventive (D & P) and Orthodontics?	Yes			
Maximums	\$1,500 per person each plan year			
D & P counts toward maximum?	Yes			
Waiting Period(s)	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
Diagnostic & Preventive Services (D & P) Exams, cleanings, x-rays and sealants	100 %	100 %
Basic Services Fillings	80 %	50 %
Endodontics (root canals) Covered Under Basic Services	80 %	50 %
Periodontics (gum treatment) Covered Under Basic Services	80 %	50 %
Oral Surgery Covered Under Basic Services	80 %	50 %
Major Services Crowns, inlays, onlays and cast restorations	50 %	40 %
Prosthodontics Bridges, dentures and implants	50 %	40 %
Temporomandibular Joint (TMJ) Benefits	50 %	50 %
Orthodontic Benefits Dependent children to age 19	50 %	50 %
Orthodontic Maximums	\$1,000 Lifetime	\$1,000 Lifetime

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, PPO contracted fees for Premier dentists and PPO contracted fees for non-Delta Dental dentists.

Delta Dental of New York
One Delta Drive
Mechanicsburg, PA 17055

Customer Service
800-932-0783

Claims Address
P.O. Box 2105
Mechanicsburg, PA 17055-6999

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

DELTA DENTAL PPOSM
BENEFIT HIGHLIGHTS