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Title: **Newark Central School District and Newfield Central School Unit 8909, CSEA Local 1000, AFSCME, AFL-CIO, Tompkins County Local 855 (2014)**

Employer Name: **Newark Central School District**

Union: **Newfield Central School Unit 8909, CSEA, AFSCME, AFL-CIO**

Local: **Tompkins County Local 855, 1000**

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

Expiration Date: **06/30/2017**

PERB ID Number: **5748**

Unit Size:

Number of Pages: **29**

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AGREEMENT

BETWEEN

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

and

NEWFIELD CENTRAL
SCHOOL DISTRICT



July 1, 2014 – June 30, 2017

ARTICLE I PREAMBLE

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

ARTICLE II RECOGNITION

Section 1

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

Included: cleaner, typist, personal health care aide, account clerk-typist, administrative assistant I, administrative assistant II, administrative assistant III, secretary to the principal, stenographer, transportation assistant, school bus driver, school bus driver/mechanic, automotive mechanic, automotive mechanic assistant, maintenance worker, senior maintenance worker, groundskeeper, custodian, teacher aide, food service helper, school nurse, bus monitor, school monitor, child care program coordinator, transportation assistant, and interpreter level 1. NOTE: The parties have listed the civil service job titles in the recognition statement. The parties have some local titles that are included within these civil service titles and they are as follows: food service helper includes cashier, food service worker and cafeteria helper; cook includes the local title called main cook; custodian includes building custodian and regular custodian; the term teacher aide has been known in the past as paraprofessional.

Excluded: School District Treasurer, Assistant to Treasurer, Assistant Treasurer, Secretary to the Superintendent, School Lunch Specialist, Head Cook, Head Custodian, Transportation Supervisor, Head Bus Driver, Nurse Practitioner, Teaching Assistant, Clerk, Maintenance Supervisor, Internal Auditor, and Internal Claims Auditor, Per Diem substitutes, seasonal employees, employees who are students in the employer school district.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE III OVERTIME

Section 1

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

Section 2

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

Section 3

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

Section 4

Employees who are scheduled overtime on a regular basis will not earn benefits on their overtime hours as described (Article V, VI, VII).

Section 5

Employees will be paid for actual hours worked.

Section 6

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

Section 7: Extra Work

- A. Extra work in the food service area will be offered on a continuing rotating basis to interested qualified unit members who are capable of performing the work, starting with the most senior at the beginning of the year, moving through to the least senior. For each period of extra work, the work will be offered to the person next in line continuing down the seniority list from the person who last accepted the work.
- B. "Deduct time" for food service workers on shortened days will be assigned first on a volunteer basis, and, if there are not enough volunteers, on an annual rotating basis beginning with the least senior within his/her job service classification.
- C. Extra work for cleaners, custodians and bus drivers will be offered on a rotating basis first to those interested part-time unit members who are capable of performing the work and who are reasonably able to substitute (for bus drivers this does not include giving up a regular route assignment in order to substitute for someone else). If no part-time unit members are interested or available, the work may be assigned to other qualified unit employees. Whether applying to part time or full time employees, extra work will be offered on a rotating basis starting with the most senior at the beginning of the year, moving through to the least senior. For each period of extra work, the work will be offered to the person next in line continuing down the seniority list from the person who last accepted the work.
- D. Overtime will not normally be assigned when unit employees are absent due to sickness, vacation, personal or other paid leaves. The District agrees to assign this "extra" work to part-time District employees who are capable of substituting and who are reasonably available to substitute. If no part-time unit members are interested or available, the work may be assigned to other qualified unit employees. A cleaner who is assigned to work for a custodian who is out sick will be paid at the rate of cleaner, or 75% of the custodial starting rate, whichever is greater.)
- E. If ten-month unit members are asked by a supervisor to work any days in the summer, they may do so if pre-approved by the Superintendent. They will earn their regular rate of pay for approved time worked in the summer.

Section 8: Nurses

Nurses shall be required to work up to an additional eight (8) days or sixty-four (64) hours when school is not in session. The days/hours to be worked shall be dictated by the Superintendent or his/her designee. Additional time may be approved by the Superintendent or his/her designee.

ARTICLE IV HOLIDAYS

Section 1

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

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

Section 2

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

ARTICLE V VACATION

Section 1

After one year of service, full time twelve-month employees shall be entitled to two weeks (ten working days) of vacation; after three years of service, three weeks (fifteen working days); after sixteen years of service, sixteen days; after seventeen years of service, seventeen days; after eighteen years of service, eighteen days; after nineteen years of service, nineteen days; after twenty years of service, full time employees shall be entitled to four weeks (twenty working days) of vacation. Full time twelve-month clerical shall have the additional days between Christmas and New Year's Eve off with pay.

A week's vacation pay will be equal to the individual's normal workweek. Earned vacation shall be credited on the employee's anniversary date and shall not be used prior to that date.

Section 2

Twelve-month (12) employees may carry over no more than ten (10) days of unused vacation from one work year to the next. The remainder of any unused vacation time must be used or paid out in accordance with the following process. No unit member may accumulate more than thirty (30) vacation days.

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

Section 3

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

Section 4

Twelve month full-time employees with under one year in their current position in the District but at least three years of either part-time, temporary indefinite, or full time ten-month service in the District, who have not received any unsatisfactory performance ratings, will be granted one day of vacation for each consecutive year served in a part-time, temporary indefinite, or full time ten-month position in the District immediately prior to his/her appointment as a twelve-month full time District employee, up to a maximum of five (5) vacation days. Such vacation leave may be taken during the first year of 12-month full-time employment on days when no substitute is needed, but it may not be exchanged ("sold back") for wages or salary nor may it be carried over to the next work year.

ARTICLE VI SICK LEAVE – BEREAVEMENT

Section 1: Sick Leave

All full time employees, either ten- or twelve-month, shall be entitled to one (1) sick day per month of employment without diminution of salary because of personal illness or illness in the immediate family, cumulative to 192 sick days.

Each permanent part-time employee (other than substitutes) shall be entitled to one (1) sick day per month without diminution of salary because of personal illness or illness in the immediate family, cumulative to 115 sick days. The length of the sick day is the regular workday of the employee. This includes all bus drivers who drive a minimum of two (2) regular runs per day on a regular basis, and employees that work a minimum of fifteen (15) hours per week on a regular basis.

If a pattern of absence is shown by use of Mondays and Fridays, before and after holidays or recess periods, or shows repetitive and/or extended absences, the District may require a doctor's certificate. Sick days may not be used to extend a vacation or holiday, or to simply "take a day off".

Immediate family shall be defined as husband, wife, children, grandchildren, parents, in-laws, sister, brother, grandparents of employee or spouse, and persons residing in the employee's

house. The definition of immediate family also includes dependent children living in the unit member's household receiving primary financial support from the unit employee.

During the first 14 weeks of employment, each unit employee may earn and accrue one (1) sick leave day per month of employment; however, no paid sick leave may be taken during this 14-week period.

Each bargaining unit member may use up to twenty (20) sick days from his/her accumulated total for illness in the immediate family.

Sick time must be taken in increments of one-half hour.

Section 2: Bereavement

The District will grant up to five (5) working days of bereavement leave to a unit member in the event of a death in the immediate family. Immediate family shall be defined as husband, wife, children, parents, in-laws, sister, brother, grandparents of employee or spouse, grandchild, and persons residing in the employee's house. In the event of hardship, the District may grant up to eight (8) working days leave with pay to a unit member in the event of a death in the immediate family.

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

Upon submission of the form for the payment for time off for bereavement, the employee is to submit a signed statement as to the name and relationship of the deceased relative. This statement may be placed on the appropriate form for the employee to submit to the business office.

Section 3: Sick Leave Bank

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

1. Membership in the sick leave bank shall be on a voluntary basis. Enrollment is to take place in September of each year or within thirty (30) days of employment.
2. Each participating employee must contribute two (2) of his/her personal sick leave days for the initial establishment of the bank. Replenishment of the bank shall take place each September and may require additional contributions from participating employees up to a maximum of two personal sick days per employee. Employees joining the sick bank for the first time shall only be required to contribute two (2) of his/her personal sick days for the initial start up to the sick bank and shall be excluded in the event of a replenishment contribution in the same enrollment year.

3. For the purpose of the sick leave bank calculation, personal sick leave days shall be valued at one (1) full day for employees working six (6) or more hours per day and ½ day for employees working less than six (6) hours per day. (Example: If two 6-8 hour employees and two less-than-six hour employees each initially contributed two days to the bank, the bank would then contain six full days.)
4. There will be a committee formed to determine a sick leave bank member's eligibility to use the bank. This committee shall consist of the Superintendent, an administrator, and two CSEA employees. The two CSEA employees shall be designated by the CSEA Unit President.
5. In order for a participating member of the sick leave bank to be eligible to use the bank, s/he must have, prior to use, used up all his/her personal sick leave. The illness or disability must be of a serious or catastrophic nature or other appropriate purposes, and must be for at least ten (10) work days duration. The sick leave bank may not be used to supplement workers' compensation benefits or for natural disabilities. Benefits will be for employee sick bank member only and will not include use for family member illness, etc. The decision made by the committee will be final with no grievance allowed.
6. Whenever possible, request of sick leave bank days shall be made ten (10) days in advance. Requests shall be made in writing to the Superintendent or his/her designee.
7. If eligibility requirements are met to the satisfaction of the sick leave bank committee, an employee may use up to a maximum of twenty days from the bank annually. Each day shall be equal to the employee's workday.

ARTICLE VII LEAVES OF ABSENCE

Section 1

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

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

Upon the expiration of such leave of absence, the employee shall be reinstated to the same or similar position which s/he occupied at the time the leave was granted with the restoration of all benefits previously enjoyed if said position exists. The employee must work at least six (6)

months during the fiscal year in which the leave of absence is granted in order to receive the negotiated increase in wages at the beginning of the next fiscal year.

Section 2: Unpaid Leave

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

Short-term unpaid leaves may be granted only in extenuating circumstances if recommended by a supervisor and approved by the Superintendent.

Section 3: Pay Deductions for Absences

Hourly employees will have the hourly rate times the number of hours absent deducted from their wages for time taken beyond the allotted leave time. All applicable allotted leave time must be used first, except in the case of emergency closure days. Employees may not use "no pay days" for vacation.

A unit member must submit the District's form to the immediate supervisor at least three (3) work days in advance to use an unpaid absence from work. "No pay" days will be approved or denied by the Superintendent or designee.

Section 4: Personal Days

The District will grant to each unit employee two (2) personal days per year. After ten (10) years of service a unit employee will be granted three (3) personal days per year.

Personal business days must be requested three (3) days in advance and may only be used for the following reasons: medical; weddings (within immediate family); graduation of child, spouse or self; paternity; legal business; funeral or memorial service, or to attend to his/her child's education (ex. field trips, meetings with teachers). Personal days may not be used for vacationing, extending a holiday period, shopping, recreational activities, personal convenience, hunting, fishing, or other field activities. The District reserves the right to monitor personal business days. The use of personal leave shall be at the discretion of the Superintendent. Up to one day of personal time may be used without specifying a reason on the request form.

Employees will be allowed to use personal days without the 3 day advance notice in the event of emergencies. The emergency must be specified on the request form. Unused personal leave shall be converted to sick leave accumulation at the end of each school year.

No personal leave may be taken by new employees during the first 14-week period of employment.

On a case-by-case basis for extenuating circumstances, the Superintendent may grant unpaid personal time beyond the allotted days and/or grant personal time for reasons other than those stated above.

Personal time must be taken in increments of one hour.

Section 5: Emergency Closings

All unit members are entitled to three (3) district emergency closure days (ex. snow days) with pay per school year. The length of the “day” will be equal to their normal work day. Unit members wanting to take off more than the three district emergency closure days may do so using personal time, vacation time, or “no pay” days. If buildings/grounds personnel are required by his/her supervisor to work on any district emergency closure day, s/he will be paid double time for actual hours worked. No other compensation will be given (ex. “comp time”).

If only one emergency closing is used during the school year, unit members will have one additional paid holiday on the Friday before Memorial Day. If no emergency closings are used, unit members will have two additional paid holidays; however, this time must only be scheduled when school is not in session and will be determined collaboratively with the unit president and the superintendent.

Ten-month and twelve-month unit employees may be excused in “early dismissal” or “delayed opening” situations caused by district emergency conditions when they are not needed at work. The employee has the option to stay at work if the Superintendent determines it is safe to do so, and will earn his/her regular rate of pay. If s/he chooses to leave, the employee must use personal time or “no pay” time for the hours missed. The time lost cannot be made up at a later date. If needed at work, the employee must stay at work.

The Superintendent reserves the right to release employees early or instruct them to come in later, with no reduction in pay and no use of personal time if s/he deems it unsafe to travel or be in the school. Such decisions will be made on a case-by-case basis.

ARTICLE VIII CSEA MEETINGS

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

ARTICLE IX RETIREMENT

Section 1

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

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

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

ARTICLE X SENIORITY, LAYOFF, RECALL

Section 1

Seniority shall commence under the date of first hire to a regular (not substitute) position by the Newfield Central School District.

Section 2: Layoff and Recall

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

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

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

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

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

Section 3

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

A paid leave of absence (i.e. use of paid sick, vacation or personal time) or an unpaid leave of absence of thirty (30) days or less shall not cause a loss of seniority as defined by the hire date, except in the event of a tie. Any unpaid leave of absence totaling more than thirty (30) days in a fiscal year will be taken into account when calculating seniority. In the event of a tie between two or more individuals, Board Policy #9260.3 will be followed.

ARTICLE XI DISCIPLINE PROCEDURE

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

ARTICLE XII UNIFORMS

Section 1

Each full time cleaner and custodian is to wear a uniform consisting of a green work shirt with a District logo while at work for the District. The uniform for food service helpers is to be a green shirt with a District logo and tan (khaki) or black pants.

The District will provide each full time cleaner and custodian with three (3) new work shirts at the beginning of each school year. Food service helpers will be reimbursed up to \$80 for the purchase of uniform apparel each year.

Newly appointed full time cleaners and custodians and food service helpers will be provided with five (5) shirts upon the commencement of employment.

All uniforms with District logos are to be returned to the District when an employee resigns, retires, or is terminated from employment. Worn-out uniforms must be returned to the District for disposal.

ARTICLE XIII MILEAGE REIMBURSEMENTS

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

ARTICLE XIV RECIPROCAL RIGHTS

Section A. Rights of Employee Organization

Section 1

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

Section 2

The CSEA shall have the right to post notices and other communications on bulletin boards provided by the District, maintained on the premises and facilities of the employer with the approval of the Superintendent. There shall be one (1) bulletin board near each of the time clocks for CSEA use in each District building.

Section 3

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

Section 4

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

Section 5

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

1. If the District is not in a position which would allow the use of such space due to its educational mission or operational difficulties, then the District is not obligated to provide this space and will notify the union president in writing.
2. If a space/room is provided, the CSEA agrees that it does not and cannot have exclusive rights to use nor control of this space/room and the space/room. The space/room remains the property of, and its use is controlled by the School District.
3. There is no expectation of privacy associated with the use of any such space/room and any or all of its contents and such space/room may be entered, inspected, searched at any time by officials or agents of the school district or any other person(s) authorized by the school district to so enter, inspect, and search.
4. It is understood that, except as authorized by Article VIII, union business may not be conducted during work time in this space/room.
5. If the District determines that this space/room must be locked or secured, a key may be issued at the District's discretion for this room/space to duly authorized unit member representative as designated by the CSEA unit president.

Section B: Employer Rights

The CSEA recognizes the employer's right to manage the School District and to direct its employees toward the objectives of the District.

It is the intention of the parties that the District retain all of the rights, powers, and authority that the District had prior to the signing of this agreement.

ARTICLE XV
EMPLOYMENT DEFINED

Section 1

The Probationary period for all new permanently appointed unit members will be 52 weeks. Credit may be given for prior service in the district except time served as a provisional appointee shall not count towards a probationary period. In such cases (rehire or reassignment) the minimum probationary period will be 26 weeks and the maximum will be 52 weeks as recommended by the Superintendent.

Section 2

The normal work schedule for full time employees is eight (8) hours per day, forty (40) hours per week for five (5) consecutive days, for ten or twelve months per year.

Section 3

A permanent part-time employee is one who works less than eight (8) hours per day, a minimum of three (3) hours per day and fifteen (15) hours per week for either ten or twelve months per year.

Section 4

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

Section 5

During the first 14 weeks of the probationary period, each unit employee may earn and accrue one (1) sick leave per month of employment, however, no paid sick or personal leave may be taken during this 14-week period.

Section 6

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

ARTICLE XVI
JURY DUTY

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

ARTICLE XVII
INCREMENTS, TRANSFERS, POSTINGS

Section 1

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

Section 2

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

Section 3

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

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

Section 4

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

Section 5

The CSEA unit president shall be notified of the successful candidates.

ARTICLE XVIII
MEETINGS

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

ARTICLE XIX
PUBLIC EDUCATION – A PARTNERSHIP

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

ARTICLE XX INSURANCE COVERAGE

Section 1

The Board of Education will participate in the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent as follows:

Section 2

- A. Individual Plan. Effective on July 1, 2003 and following for those eligible unit employees, the District agrees to pay ninety percent (90%) of the cost of an individual plan and the employee must pay the remainder by payroll deductions.
- B. Family or Two-Person Plan. Effective on July 1, 2003 and following for those eligible unit employees hired before March 23, 1998, the District agrees to pay as follows:
Effective with the 2005-06 school year: the unit employee is to pay thirty percent (30%) of the difference between the cost of an individual and the two-person or family plan.

Section 3

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

Section 4

In order for newly hired employees to the unit to be able to participate in the health care plan, a unit employee must be employed on a regular basis by the District for at least twenty-five (25) hours per work week. The provisions of Section 7 continue to apply to school bus drivers in terms of hours worked per work week to obtain health insurance partially paid by the District.

Section 5

The District will offer a prescription drug plan that provides for a \$0 employee co-pay per fill for generic drugs, \$10 employee co-pay per fill for preferred brand name drugs and a \$25 co-pay per fill for non-preferred brand name drugs for all unit members hired before July 1, 2015.

The District will offer a prescription drug plan that provides for a \$10 employee co-pay per fill for generic drugs, \$20 employee co-pay per fill for preferred brand name drugs and a \$35 co-pay per fill for non-preferred brand name drugs for all unit members hired on or after July 1, 2015.

Section 6

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

Section 7

After July 1, 1993, all new bus drivers must work 20 hours per week to be eligible for health insurance benefits. Any bus driver hired before July 1, 1993 and who is currently receiving

health insurance will continue to receive health insurance unless s/he voluntarily reduces his/her hours of work through voluntary transfer or a request for reduction of work hours.

Section 8

The District shall make available a dental plan to unit members. Employees will pay one hundred percent (100%) of the premiums. Other dental plans may be referred to the joint Labor/Management Committee for review of benefit comparisons and costs.

Section 9

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

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

Section 10

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

Section 11

1. In order for unit employees to be eligible for health insurance at the time of their retirement, they must have fifteen (15) years of service with the Newfield Central School District, and be employed by the District at the time of their retirement.
2. A unit member must be enrolled in the District's health care plan at the time of retirement in order to be eligible for health care in retirement.
3. The health insurance premium paid by the District for eligible retirees will be frozen at the amount paid by the District at the time of the unit employee's retirement. The retired unit member is responsible for the remainder of any cost for health care in retirement.
4. If during negotiations, there is an agreement that the amount paid for by the District for retirees is less than the amount of money then being paid on behalf of any eligible retiree, then the newly negotiated amount paid by the District, if less than what is then being paid to a retiree, will become the maximum amount of money to be paid that the District will pay for each retiree.

5. If the unit member takes a two-person or family plan at the time of retirement, the former unit member, during retirement, may change enrollment to a single plan at the option of the retired unit member and in compliance with the terms of the plan. If a unit member retires taking an individual plan, the retired unit member may not thereafter change to a 2-person or family plan. If a unit member retires and takes a family or 2-person plan and should the former unit member thereafter die, leaving a spouse, the former unit member's spouse may utilize COBRA rights to obtain a health care plan, and must pay the entire cost of the health care plan.
6. It will be the retiree's responsibility to make payments to the District for the difference between the District's maximum contribution and the actual cost for the health care plan. The retiree shall make a quarterly payment on or before every calendar quarter, i.e. January 1, April 1, July 1 and October 1.

Section 12

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

Section 13

Benefits will remain at the current level or better as of the signing and implementation of this contract.

ARTICLE XXI WAGES & SALARIES

A. Wages

1. Each newly hired unit employee will be hired at the starting rate of pay and will remain at that rate for a minimum of six months. Pay raises, if any, will take effect on July 1st of each year. Exceptions for starting pay that take into consideration the experience and skill level of a new employee may be made by the Superintendent.
2. 2014-15 School Year. Each returning unit member (i.e. not a new employee who is handled in 1, above) is to receive an increase in hourly pay over that rate of pay for the 2013-14 school year of 1.5% of the hourly pay rate. Wage increases are retroactive to July 1, 2014.
3. 2015-16 School Year Each returning unit member (i.e. not a new employee who is handled in 1, above) is to receive an increase in hourly pay over that rate of pay for the 2014-15 school year of 2.25% of the hourly pay rate.
4. 2016-17 School Year. Each returning unit member (i.e. not a new employee who is handled in 1, above) is to receive an increase in hourly pay over that rate of pay for the 2015-16 school year of 2.25% of the hourly pay rate.

5. All ten-month employees' salaries shall be divided equally and paid bi-weekly from the first pay period after the start of the school year to the last pay period in June. For the term of the probationary period, every newly hired unit employee, be they 10-month or 12-month is subject to being paid on the basis of actual hours worked and not on an annualized basis. Ten-month employees who exceed their allotted leave time will be paid on the basis of actual hours worked and not on an annualized basis for the duration of that school year.
6. Beginning in 2012-2013, annual raises will be calculated after the addition of any longevity increment has been applied to the base salary.

B. Starting Rates of Pay

The starting rate of pay will stay the same for the term of this agreement. Starting rates of pay are as follows:

Section 1 – Clerical

Administrative Assistant I	\$11.50/hr
Administrative Assistant II	\$11.50/hr
Administrative Assistant III	\$11.50/hr

Section 2 – Other

Teacher Aide	\$ 9.00/hr
School Monitor	\$ 8.50/hr
Personal Health Care Aide	\$10.00/hr
School Nurse	\$22.00/hr
Child Care Program Coordinator	\$14.00/hr

Section 3 – Food Service

Cook	\$10.50/hr
Food Service Helper	\$ 9.00/hr

Section 4 – Transportation

Regular Bus Driver	\$16.50/hr
Mechanic	\$13.50/hr
Automotive Mechanic Assistant	\$16.50/hr
Bus Driver/Mechanic	\$13.50/hr
Transportation Assistant	\$11.50/hr
School Bus Monitor	\$ 8.50/hr

Section 5 – Operation of Plant

Custodian*	\$12.00/hr
Permanent Part-time Custodian*	\$11.00/hr
Cleaner	\$ 9.00/hr
Groundskeeper	\$11.00/hr

Maintenance Worker	\$11.00/hr
Sr. Maintenance Worker	\$14.00/hr

***Notes:**

1. Custodians may be utilized to help cafeteria workers and other employees do lifting and transporting.
2. Night custodians will be paid an additional five percent (5%) of his/her base salary.

Specific Teacher Aides who daily provide students with what are determined by administration to be intensive and specialized physical or health care assistance shall receive an annual stipend of \$750. Examples of such specialized care activities include, but are not limited to, personal toileting assistance, assistance with specialized feeding needs, assistance with transfers into and out of a wheel chair, etc. Determination of which aide(s) have such duties shall be determined on an annual basis by the Superintendent or his/her designee.

C. Longevity

Section 1 – Longevity increment

- a. Effective on July 1, 2011 after ten (10) years of continuous employment, full time employees will be granted a salary increase of \$250.00. After ten (10) years of continuous employment, permanent part-time employees will be granted a salary increase of \$125.00.
- b. Effective on July 1, 2011 after fifteen (15) years of continuous employment, full time employees will be granted a salary increase of \$500.00. After fifteen (15) years of continuous employment, permanent part time employees will be granted a salary increase of \$250.00.
- c. Effective on July 1, 2011 after twenty (20) years of continuous employment, full time employees will be granted a salary increase of \$650.00. After twenty (20) years of continuous employment, permanent part time employees will be granted a salary increase of \$325.00.
- d. Effective on July 1, 2011 after twenty-five (25) years of continuous employment, full time employees will be granted a salary increase of \$800.00. After twenty-five (25) years of continuous employment, permanent part time employees will be granted a salary increase of \$400.00.
- e. Beginning on July 1, 2012, the longevity will be added to the base salary on July 1 for the school year in which the 10, 15, 20, or 25 year anniversary date occurs.

D. Paycheck Information

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

E. Bus Driver Items

- a. All drivers shall receive an hourly wage for actual hours worked.
- b. The Transportation Supervisor may assign Special education runs or “other special” (ex. BOCES midday run and pre-kindergarten) runs.
- c. Bus drivers will be allowed to bid on any remaining bus routes annually by seniority. Bidding will take place prior to the start of school.
- d. Drivers shall be permitted to “bump” the least senior driver on a special education run or “other special” run in the event that their special education run or “other special” run is eliminated.
- e. The District reserves the right to reassign bus drivers to different routes based upon considerations of discipline and/or safety.
- f. Middle of the day runs shall be guaranteed a 1.5 hour minimum.
- g. Field trips – Bus drivers will be compensated at the rate of \$11.50 per hour for extra trips, with a minimum of \$23.00 per trip.

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

Field trips and non-school trips shall be offered to all drivers in order of seniority beginning in the 2015-16 school year. The offering of field trips should include substitute drivers, based on date of hire. If a driver refuses a trip, it will count as a trip taken. Drivers may switch trips with the approval of the Transportation Supervisor.

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

Pay for showing up for a cancelled field trip or athletic trip without notification will be \$11.50. Notice will be given as soon as possible, but not later than one hour before the scheduled departure time. Notice will be considered given with one phone call to the driver’s home telephone number.

- h. Regular bus drivers who substitute for another regular driver on a regular run will be paid at his/her regular hourly rate.

- i. Each bus driver or full time employee who attends a mandatory training session will be paid a maximum of two hours at his/her regular hourly rate for up to three sessions per year.

F. Assignment to Higher Title

Effective on July 1, 2009, but not to be retroactive, a unit employee who is assigned to serve in a higher title will be paid at the starting hourly rate of pay for the higher position or an additional \$0.25 cents per hour, whichever rate is less, provided:

- a. The unit member serves in the position at least fifteen (15) consecutive work days (excluding all periods of vacation), and
- b. The assignment is made in writing by the Superintendent or designee. Both the applicable supervisor and the Association have the responsibility to bring the situation to the attention of the Superintendent so that s/he has an opportunity to either make the written assignment of out of title work or not, and
- c. The employee will be obligated to perform whatever duties and responsibilities fall within the higher paid title when required to do so.
- d. The additional payment will not be made when the duties assumed by the employee in the lower title may also be assigned as part of the job of the lower title as well as the employee in the higher title.
- e. If conditions in a, b, c, and d above are met, the employee will receive the higher pay for the 16th consecutive workday, retroactive to the first (1st) day continuing for the time of the assignment.
- f. This payment will not be made for any period of work to replace a unit member who is on vacation leave. For clarification, the word vacation as used here means vacation leave for the unit employee and not school recess periods for students. For example, if a custodian is out sick for a period of 30 consecutive work days during the summer recess period and a cleaner has been assigned to perform the higher level of duties and responsibilities associated with the job of a custodian, the cleaner will receive an increase in pay of \$0.25 per hour.

G. Direct Deposit

1. Provisions will be made for deduction, upon request, to an authorized financial institution.
2. Bargaining unit member authorization shall be in writing on the form provided by the District. Authorizations submitted at least four (4) weeks prior to any regularly scheduled pay date shall be honored. Bargaining unit members may change the amount deposited

for a maximum of four (4) times during a contract year (i.e. 7/1 – 6/30) except in emergency situations, in which case the member shall inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.

3. A bargaining unit member may cancel the direct deposit authorization at any time by written notice that is received by the District at least two (2) weeks prior to the effective pay period. Bargaining unit members may cancel authorization for same to a maximum of four (4) times during a contract year (i.e. 7/1 – 6/30) except in emergency situations, in which case the member shall inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.

ARTICLE XXII GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. An employee shall mean any person in the unit covered by this agreement.
- B. Employer shall mean the individual designated by the Newfield Central School District to review and resolve grievances.
- C. Association or Union shall mean the Newfield Unit of CSEA.
- D. A grievance is a complaint by an employee in the unit, or by the employer, concerning an alleged misinterpretation or misapplication of an express provision of this agreement.
- E. Days shall mean all days other than Saturdays, Sundays, and Holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Section 2 – Rights of the Grievant

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

Section 3 – Mutual Rights

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

- C. The time limits at any step(s) may be extended by written mutual consent of the parties.

Section 4 – Presentation of a Grievance

STEP ONE

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

STEP TWO

- A. The aggrieved party, if not satisfied with the decision at step one, may, within ten (10) work days of receiving the written decision in step one, request in writing a hearing before the Superintendent. The requested hearing shall be held within ten (10) work days thereafter, copies of the decision will be given to the aggrieved party and his/her representative, if any.

STEP THREE

- A. The aggrieved party, if not satisfied with the decision at step two, may, within ten (10) work days of receiving the written decision in step two, request in writing a hearing before the School Board. The requested hearing shall be held within thirty (30) work days after it is received and a decision shall be made within fourteen (14) work days thereafter. Copies of the decision will be sent to the aggrieved party and his/her representative, if any. If the grievance is not resolved at that point, the aggrieved person and the grievance committee may appeal to the Public Employee Relations Board.

ARTICLE XXIII DAYCARE/TUITION

Section 1

Unit employees who place their children in the District's daycare program are to receive a twenty percent (20%) reduction in the fee. Those unit employees who enroll their non-resident children in the Newfield CSD do not have to pay non-resident tuition costs. For the purposes of this section, "non-resident children" shall include all dependent children living in the employee's household receiving primary financial support from the District employee. The admission of non-resident children is subject to District Board of Education policy.

ARTICLE XXIV EVALUATION

Section 1

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

Section 2

The District will conduct an evaluation process with regard to probationary employees at those times when it, in its discretion, believes it necessary. Evaluations will occur a minimum of twice per year during the probationary period.

Section 3

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

Section 4

The evaluation forms will be placed in the personnel file.

Section 5

The employee will be given the opportunity to discuss the evaluation with his/her supervisor.

Section 6

The District and CSEA shall meet to agree to the format to be used for evaluation. The District reserves the right to determine the substance of the evaluation.

ARTICLE XXV DURATION

Section 1

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

Section 2

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

Section 3

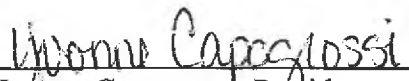
Section 204-a of the Taylor Law requires the following statement appear in this Agreement:


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

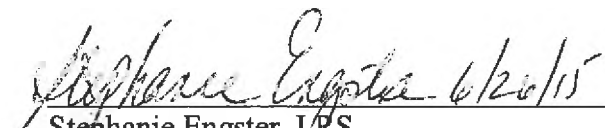
Section 4

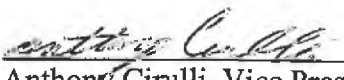
This agreement covers the period of July 1, 2014 through June 30, 2017. Only the wage provisions of the Agreement are retroactive to July 1, 2014.

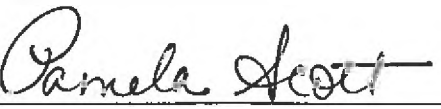
Date: April 23, 2015

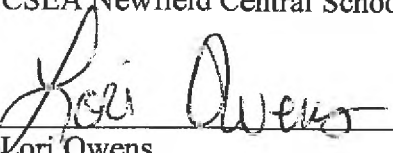

Yvonne Capogrossi, President
CSEA Newfield Central School District

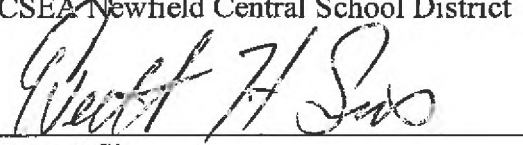

Dr. Cheryl Thomas
Superintendent of Schools
Newfield Central School District

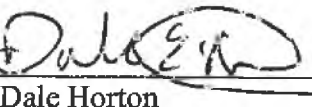

Stephanie Engster, IRS
Civil Service Employees Association, Inc.


Anthony Cirulli, Vice President
CSEA Newfield Central School District

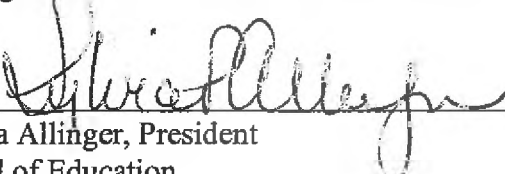

Pamela Scott, Secretary
CSEA Newfield Central School District


Lori Owens
CSEA Newfield Central School District


Everett Sims
CSEA Newfield Central School District


Dale Horton
CSEA Newfield Central School District

At its meeting of May 7, 2015, the Board of Education took up the Agreement and by resolution did approve the necessary funds to implement this agreement and my signature below memorializes this action of the Board of Education.


Sylvia Allinger, President
Board of Education
Newfield Central School District

Newfield Central School District and CSEA, Inc.

1. Side letters regarding 2000 negotiations that are to continue in 2011-2014.

With regard to Article XX, Insurance Coverage, Section 3 it is agreed that Marlana Terlouw, although she was hired on April 17, 1998, is covered under the language of Section 2.

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