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AGREEMENT

between the

**BOARD OF EDUCATION
OF
CATO-MERIDIAN CENTRAL SCHOOL DISTRICT**

and the

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO**

July 1, 2010 - June 30, 2013

NOTE: THIS DOCUMENT REPRESENTS A TENTATIVE DRAFT OF AGREEMENTS AND IS SUBJECT TO APPROVAL BY BOTH PARTIES PRIOR TO FORMAL ADOPTION. ALL LANGUAGE MUST BE REVIEWED AND APPROVED BY THE SUPERINTENDENT OF SCHOOLS AND THE CATO-MERIDIAN SCHOOL UNIT OF THE CAYUGA COUNTY LOCAL 806 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO.

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ARTICLE I
Recognition and Collective Bargaining Unit

Section 1.

The Board of Education of the Cato-Meridian Central School District, hereinafter known as the employer, recognizes that the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO (hereinafter “Association”) shall be the sole and exclusive representative of all employees in the Unit as defined in Section 2 of this Article for the purpose of collective bargaining and the administration of grievances thereunder, and shall have this exclusive representative status for the term of this agreement.

Section 2.

All employees in the following classifications: food service worker; cook; school bus driver; permanent substitute bus driver; bus mechanic; bus mechanic’s helper; bus driver/mechanic's helper; bus driver/custodian; bus driver/carpenter; custodial staff; grounds-keeper, cleaner and all other newly created positions that are appropriate to this Unit shall be covered by this Agreement. The positions of building maintenance mechanic shall be excluded from the Unit. Those positions which are supervisory in nature shall be excluded from the Unit.

Section 3.

All references in this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE II
Declaration of Pledge Of No Strike Policy

Section 1.

In consideration of the recognition by the employer of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm the policy that it does not assert the right to strike against the school system, nor will it assist or participate in any such strike by the employees, nor will it impose any obligation of said employees to conduct, assist or participate in a strike.

ARTICLE III
Grievance Procedure and Arbitration Procedure

Section 1. Definitions

- a. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- b. An employee is any individual within the collective bargaining unit covered by this agreement.
- c. An aggrieved party or grievant is an employee, or group of employees.
- d. Probationary employees covered by this Agreement may be disciplined or discharged at the sole discretion of the school district and shall not have the right of relief pursuant to the grievance procedure contained herein.

Section 2. Grievances

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1

Grievances shall be presented orally by the aggrieved employee to his immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit) with or without his Association representative, at the employee's option, and within five (5) working days from the date of knowledge of the cause of occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then:

Step 2

The aggrieved employee shall submit his signed written grievance, using the attached grievance form, to the next level of supervision within his department or branch of government within ten (10) working days from the date of the initial discussion of the grievance with his immediate supervisor. If the level of supervision described above is the Superintendent of Schools, Step 2 and Step 3 shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting, within ten (10) working days of the date the written grievance was received by him, between the aggrieved employee, his Association representative and the supervisor or other representatives of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting then, not later than three (3) working days following the date the meeting occurred, the Employer will deliver to the aggrieved employee and his Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee, then within three (3) working days:

Step 3

The aggrieved employee may then submit his grievance on the prescribed grievance form, to the Superintendent, who within ten (10) working days after he receives the written grievance will convene a meeting between the aggrieved employee, his Association representative and the Superintendent of Schools or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than ten (10) working days following the date the meeting occurred, the Superintendent of Schools, will deliver to the aggrieved employee and his Association representative his decision on the grievance in writing.

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

Should there be any dispute between the Employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to the State and Local Civil Service Law and Rules.

Step 4

In the event the grievance cannot be satisfactorily resolved in Steps 1, 2, or 3, the Parties will refer the grievance to an impartial mediator to be agreed upon by both parties. The mediator will be someone knowledgeable in the labor management field.

The New York State Mediation Service may be used but need not be the exclusive source from which to select a mediator.

The ruling of the mediator need not be binding on either party to the grievance, but should be considered by both parties in good faith as an effort to resolve their differences.

The cost of said mediation is to be borne equally by both parties.

If as a result of mediation, a mutually satisfactory solution to the grievance is not reached, the parties may proceed to Step 5 of this Grievance Procedure.

This Pre-Arbitration Mediation process of the Grievance Procedure will be mandatory unless both parties to the grievance mutually agree to proceed directly to Step 5 Arbitration.

Step 5 Arbitration

1. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the third step procedures are complete, or thirty (30)

calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting the services of the Public Employment Relations Board.

2. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this agreement.

3. The arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he has received from any source during said period. Nothing herein shall preclude the Employer from granting additional awards of back pay beyond the above time limits in cases involving extra-ordinary circumstances.

4. No decision of an arbitrator or of the Employer in any grievance shall create the basis for retroactive adjustment, or other adjustment, in any other case.

5. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

6. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

**CATO-MERIDIAN CENTRAL SCHOOL
CATO, NEW YORK**

Grievance Statement

Name of Complainant _____

Building _____ Department _____

Date of Grievance _____, 20____

DESCRIBE GRIEVANCE

REMEDY SOUGHT

Please state the Article, Section and/or Paragraph of the Agreement which is being
grieved: _____

Employee's Signature _____

Date of Filing _____, 20____

ARTICLE IV
Pay For Overtime or Extra Duty

The school district shall pay any employee overtime pay according to the following schedule:

- a. If any employee works in excess of forty (40) hours in any work week, he shall receive one and one-half (1 1/2) times his hourly rate for such authorized hours worked in relation to the minimum 40 hours of work in a given work week. To be eligible for overtime pay, a person who is paid for sick time or other approved purpose is considered to be constructively present.
- b. Compensation for emergency duty shall be paid at one and one half times the employee's regular rate for actual time worked with the addition of one hour to cover portal to portal travel at the rate of one and one half times the employee's regular rate.
- c. All paid time off approved in advance, where possible, such as sick leave, personal leave, and vacation leave, shall count as time worked in the computation of overtime.
- d. Employees who are not regularly scheduled to work on graduation day and who are called in to work shall be granted a minimum of three (3) hours pay.
- e. When overtime is made available by the District, there shall be one rotating overtime list in accordance with the employee's overall district seniority for custodians, cleaners and groundskeepers. If the employee declines the overtime, the next employee on the rotating overtime list shall be called for the overtime and so on.

Overtime assignments which are to be performed inside the Cato-Meridian High School Building or inside the Cato-Meridian Elementary-Middle School Building shall be offered as provided above on a continuous rotating basis (beginning with the most senior employee) provided the employee has the ability to perform the work required. In the event the eligible employee declines the overtime, the District may continue to offer the overtime in accordance with the rotation list. If no employee accepts the offer of overtime, the District can assign the work to the least senior employee on a rotating basis.

The foregoing shall apply to special jobs or projects but not apply in an instance where an employee is held over to finish a pre-assigned job or in the event of an emergency situation.

ARTICLE V
Retirement Benefits

Eligible Employees covered under this agreement shall be granted the retirement program, under the New York State Employees Retirement System, known as 75I. The following options are also available:

1. Sick Leave option (41J).
2. Guaranteed minimum death benefit (60B)

ARTICLE VI
Worker's Compensation Benefits

All employees within the bargaining unit shall be covered under the provision of the New York State Worker's Compensation Law, and be entitled to any and all benefits contained therein.

ARTICLE VII
Vacation

Employees covered under this contract who are twelve (12) month employees at Cato-Meridian Central School shall be granted ten (10) working days vacation less those days taken under the next paragraph after one year of employment with one additional day granted for each succeeding year of employment to a maximum accumulation of fifteen (15) days per year. It is also agreed that no more than ten (10) days of accumulated vacation time shall be taken during the months of July and August.

An employee who has completed six (6) months, but less than twelve (12) months of service in the Cato-Meridian Central School District as of June 30th and has agreed to continue in employment at Cato-Meridian, shall be granted five (5) working days vacation to be taken between June 30th and September 1st insofar as possible, unless authorized for another time by the department head and administrator responsible for the department.

Employees covered under this contract who have completed twelve (12) years of service shall be granted an additional five (5) working days vacation. This brings the maximum total vacation available to twenty (20) working days per year.

In the event an employee has unused vacation entitlements on June 30 of the school year, the employee may with the approval of the Superintendent of Schools or designee carry over up to five (5) unused vacation days to the next school year. No employee may accrue vacation time in excess of his or her current annual school year entitlement in addition to five (5) vacation days. Vacation time that is carried over from one school year to the next must be used or it will be forfeited.

At the termination of employment, any accrued, unused vacation time for the current year shall be paid to the employee by the school district unless a special arrangement is made by the Superintendent of Schools or his designated representative.

ARTICLE VIII
Holidays

Section 1.

All employees covered hereunder shall be entitled to the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Columbus Day
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	

Section 2.

If a holiday falls on a Saturday, the preceding Friday shall be celebrated as the paid holiday, and if a holiday falls on a Sunday, the following Monday shall be celebrated as the paid holiday. If a holiday falls on a day when school is in session, the employer, and the CSEA, shall decide upon a compensatory day off with pay.

ARTICLE IX
Jury Duty

In the event an employee is called for jury service, he shall be excused from work for each such day on which he serves or reports to serve. The employee shall be paid the difference between his base jury fee (exclusive of travel allowance) and the daily wage he would ordinarily receive as an employee of the school district, unless the jury time served is not part of the employee's normal work day, or unless the employee is not entitled by law to receive payment for jury service in which case the employee will be paid his or her daily wage by the school district. In the event that an employee is able to perform regularly scheduled duties, he shall be expected to do so and shall be fully compensated without reference to the above computation for concurrent Jury Service.

ARTICLE X
Pay for Night Duty

Employees covered hereunder shall receive an additional six percent (6%) of base salary if assigned to school district responsibilities wherein the major portion of time on the job is spent after 4:00 p.m. and prior to 8:00 a.m. the following day.

ARTICLE XI
State and County Association Meetings

Members of the local unit of the Civil Service Employees Association Inc., who are also officers and/or committee members of the State or County Association shall be granted time, not to exceed a cumulative total of ten (10) days in any school year, to attend required meetings. It is understood that the cumulative total of ten (10) days is for all members and is not to be construed as ten (10) days of allowable absence for each employee.

ARTICLE XII
Dues

The employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, regular membership dues including those other authorized deductions for employees who have signed the appropriate payroll deduction authorization cards permitting such deduction. The employer agrees to deduct and remit such monies exclusively for CSEA as the recognized exclusive negotiating agent for employees in this unit, and to do so on a biweekly basis.

ARTICLE XIII
Labor Relations Specialist

For the purpose of administering, adjusting or interpreting the terms and conditions of this agreement, the Labor Relations Specialist shall have the right to visit the employees covered under this agreement at the request of the Association, on the job, however, the appropriate school official shall be notified, and total assurance given him that no inordinate interruptions in the work of the employee will be involved. If in the opinion of the Superintendent of Schools or his representatives, the Labor Relations Specialist abuses his visiting privileges, this permission can be withdrawn.

ARTICLE XIV
Section 75 Civil Service Law

Section 1.

If an employee, who is a member of the bargaining unit, and is subject to Section 75 of the Civil Service Law, is charged pursuant to this section, he shall be informed in writing, immediately, of his right to representation. If the employee so desires, he shall receive up to five (5) additional copies of the charges.

Section 2.

The District shall exclude district administrative personnel and members of the Board of Education from acting as hearing officers at disciplinary hearings under Section 75 of the Civil Service Law.

Section 3.

The District and Bargaining Unit will share cost of disciplinary hearings up to \$100.00.

Section 4.

District shall provide one (1) transcript of hearing upon request. Additional copies of transcript will be provided at prorated charge.

ARTICLE XV
Discipline
(Non-Section 75 Employees)

1. Any dispute with respect to the discharge or suspension of a non competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.
2. Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.
3. The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.
4. Where a non-competitive or labor class civil service employee commences the resolution of a dispute involving discharge or suspension under the foregoing procedure, he or she will not be entitled to any other contractual method of resolve. Any other procedural rights under this contract will be specifically waived by the employee(s).

ARTICLE XVI
Bargaining Unit Work

Before the Cato-Meridian Central School District assigns work which has been traditionally performed by bargaining unit members to employees other than the District's own employees, the District will meet with the union to negotiate both the decision and the subsequent impact of the decision, prior to any formal decision by the Board of Education.

ARTICLE XVII
Sick Leave, Personal Leave, Funeral Leave

Section 1. Sick Leave

A. Sick Leave shall be granted at the rate of one (1) working day for each month of employment cumulative to 185 days. This leave shall be granted for personal illness of the employee. If employee does not wish to use sick leave, an employee may substitute an equivalent amount of work time at a mutually agreed upon date.

B. Where there is a history of repeated absence before or after a holiday or a vacation, the District may require proof of illness in the form of a doctor's certificate.

Section 2. Sick Leave Bank

A Sick Day Bank will be established in this school district under the following conditions:

2.1 All contributions will be voluntary.

2.2 Any employee in the negotiating unit is eligible to participate.

2.3 The sick day bank may only be used for involuntary disabilities or illnesses. Involuntary illness or disability shall be further defined as a period during which a person is recuperating from a serious injury or a prolonged serious illness. An employee who has a disability covered by the provisions of the Workers' Compensation Law or First Person Automobile Insurance Coverage (No Fault) shall not be entitled to use the sick day bank.

2.4 Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum of 100 days. No more days will be added, except by new membership, until the bank is depleted to 60 days. "New Membership" shall mean employees newly employed in the District, as well as experienced employees in the District who have not chosen to contribute to the Sick Day Bank, but later choose to do so.

2.5 A person withdrawing from the bank will not be able to withdraw the contributed days.

2.6 The first 20 days of illness or disability will not be covered by the bank but must be covered by that person's own accumulated sick leave or absence without pay.

2.7 A person will not be able to withdraw days from the bank unless he or she is a member of the bank and until his or her own sick leave is depleted. Days withdrawn from the sick day bank shall be withdrawn on a day contributed for a day withdrawn basis and an employee will be entitled to one day's pay for each day withdrawn.

2.8 A maximum of 40 days may be drawn by each individual member from the bank each year during the life of the agreement.

- 2.9 A maximum of 100 days each school year may be drawn by all individuals.
- 2.10 Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- 2.11 The Cato-Meridian Civil Service Employees Association will administer this bank and supervise its operation under the procedures to be worked out between the CM CSEA and the Board of Education.
- 2.12 By October 15 of each year, the names of contributing members to the Sick Day Bank will be given to the District Office.
- 2.13 The provisions of this section shall become effective on January 1, 2000.

Section 3. Personal Leave

A. Five (5) working days per year with pay, non-cumulative, for personal reasons, shall be allowed upon application by the employee. This leave is available when absence is necessary due to illness in the immediate family, or for important personal business which cannot be transacted at a time other than regular working hours.

B. Approval for personal leave shall be granted by the immediate supervisor or the administrator in charge for the following reasons:

1. Real estate closings
2. Bank appointments for loans, etc.
3. Income tax proceedings
4. Adoptions
5. Probate of wills
6. Court appearances
7. Graduation of the employee, spouse, or child
8. Transporting child to and from college
9. Weddings in immediate family
10. Appointments with a lawyer, doctor or dentist
11. Participation in funeral as a volunteer driver or pall bearer

Personal leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the Board of Education, or for conducting activities on behalf of the Association, its affiliates or any other organization. In consideration of the above stipulations, no specific reasons need be given when requesting personal leave for one (1) of the personal days. However, an employee must have a reason which conforms to the above provisions.

C. Other personal business reasons may be approved at the discretion of the employer.

D. Up to three (3) unused personal leave days per year may be converted to sick leave at the end of the year. The maximum amount of days converted for this purpose shall not exceed thirty-five days per employee.

E. Employees who do not use any sick or personal time, except for Workers' Compensation purposes during the fiscal year, shall receive \$200. Employees who use one day will receive \$100. Payment of this benefit will be made to qualifying employees in the first paycheck in July of the next fiscal year.

Section 4. Funeral Leave

In the event of death of one of the following members of an employee's family: parents, including foster or step-parents; grandparents; spouse; child; brother or sister; mother-in-law or father-in-law; or other person in the same household, the employee shall be excused from work at his request to attend the funeral, and shall be paid on a daily rate basis for all days lost on the day of the funeral and the two preceding days, provided that all of those days were regularly scheduled work days of the employee.

In the event of death of the employee's brother-in-law, or sister-in-law, aunt or uncle or grandchildren, the employee shall be excused from work at his request to attend the funeral, and be paid on a daily basis for the day of the funeral, provided the employee was regularly scheduled to work the day of the funeral.

Section 5. Leave Accrual Statement

The District agrees to provide each employee in the negotiating unit a statement indicating the status of leaves available to the employee. Such statement shall be provided annually no later than October 1st.

Section 6. Leave Accruals

Effective July 1, 2004, all leave accruals shall be calculated on a school district fiscal year basis from July 1 to June. Existing individual accruals will be adjusted to be consistent with the fiscal year.

ARTICLE XVIII
Hours of Work and Work Week

The work week for full time employees shall be forty (40) hours of work during any five (5) consecutive days. Employees shall receive a thirty (30) minute paid lunch period.

Full time employees will continue to be assigned to any five (5) consecutive work days during the week. Should the Employer implement a Tuesday to Saturday or Wednesday through Sunday or other five (5) consecutive work day schedule, it will post the schedule in accordance with Articles XXIII and select qualified applicant on the basis of the requirements contained within Article XXIII. In the event there are no qualified employee applicants, the District may elect to assign a new hire if a vacancy is being filled or assign the least senior employee in the job title. The Employer will not establish new five (5) day work week schedules solely for the purpose of avoiding overtime payments. The establishment of a Tuesday through Saturday or Wednesday through Sunday work week schedule shall not be construed as avoiding overtime.

Custodial staff will cover other available weekend assignments, on a rotating basis, in accordance with procedures to be mutually developed. Compensation for weekend coverage will be at the regular pay rate unless overtime is involved.

ARTICLE XIX
Wages

1. When an employee is assigned by management to perform the duties of a higher classification which pays a higher rate, he shall be compensated at the higher rate.
2. All pay schedules in appendices to this agreement shall be implemented as follows:
 - a. Employees hired on or after July 1, 1992 in the titles: Bus Driver and Custodian shall be on a salary schedule in Appendix C. The schedules shall be in effect for the entire contract period.
 - b. Employees in the above titles shall make their step advancements on July 1st.

For employees OFF STEP ONLY:

- July 1, 2010 – June 30, 2011: 2.75% plus \$175.00 lump sum payment not on base; paid by separate check
- July 1, 2011 – June 30, 2012: 2.00%
- July 1, 2012 – June 30, 2013: 2.00%

The across the board increases and lump sum payment above shall be paid unless the increment is greater, and in that case, the increment only shall be paid. No change to schedules.

For bus drivers (rates are annualized) hired on or after July 1, 1992. 1,000 hours/year.

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	\$13,760.00	\$13,760.00	\$13,760.00	\$13,760.00
2	\$14,512.00	\$14,512.00	\$14,512.00	\$14,512.00
3	\$15,267.00	\$15,267.00	\$15,267.00	\$15,267.00
4	\$16,012.00	\$16,012.00	\$16,012.00	\$16,012.00

For custodians (rates are annualized) 2,080 hours/year.

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00
2	\$24,100.00	\$24,100.00	\$24,100.00	\$24,100.00
3	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00
4	\$26,300.00	\$26,300.00	\$26,300.00	\$26,300.00

ARTICLE XX
Bulletin Boards and Meeting Places

The Association shall have the right to post notices and other communications on bulletin boards maintained in the transportation office area, the maintenance office area and the cafeteria office area of the school district, provided, however, that the content is not derogatory or controversial. The school district agrees that the facilities of the school shall be available for Association meetings when such does not interfere with any scheduled event or involve any cost to the school district. Application for use of the facility shall be made in accordance with already established procedures.

ARTICLE XXI
Distribution of Negotiated Agreement

District agrees to have this agreement prepared.

CSEA will print and distribute the contract document provided by the District at no charge to the District. A sufficient number of copies will be provided to the Superintendent for District use. CSEA will supply the president of the bargaining unit with a copy of the contract document for each employee covered under this Agreement.

ARTICLE XXII
Health Insurance

1. It is agreed that the Board of Education shall contribute on behalf of each employee participating in the Health Care Administrative Services of New York (HASNY) Health Insurance program or equivalent 100% of the employee's individual premium contribution less \$1.00 and 75% of the employee's individual and dependent premium contribution. The District reserves the right to select alternative carriers during the life of this agreement provided the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 8, 1982. In the event the Board of Education decides to change health care insurance carriers, the union will be given a thirty (30) day advance notice.

Commencing on July 1, 2008, the District will contribute ninety-five percent (95%) of the premium for the health insurance plan for individual premium contribution. Commencing on July 1, 2009, the District will contribute ninety percent (90%) of the premium for the health insurance plan for individual premium contribution.

In order to be eligible for health insurance coverage, an employee must be employed on a full-time basis. Custodial, maintenance employees, bus mechanics, bus mechanic's helper and groundskeepers are considered to be full-time if they work a regularly scheduled work week of forty (40) hours. School bus drivers are considered to be employed on a full-time basis if they are scheduled to work a normal work week of twenty-five (25) hours or more.

2. During the term of the agreement, the District shall contribute \$130.00 per year, or the cost of the benefit program, whichever is less, for each subscribing member of the negotiating unit for a dental program providing individual coverage. In the event that premiums exceed these amounts, the subscribing employee will be responsible for the difference.

3. Commencing on July 1, 1985, the District will contribute seventy-five percent (75%) of the premium for the health insurance plan for retiree's individual coverage and fifty percent (50%) of the premium for dependent coverage for any eligible member of the negotiating unit, who is eligible for, and in fact retires, from the District after July 1, 1985. This provision applies to employees hired prior to ratification of the tentative agreement. Refer to Appendix "D" for a list of names of all eligible employees hired prior to ratification of the tentative agreement.

Employees hired after the ratification of the tentative agreement must work a minimum of fifteen (15) continuous years of service with the District to be eligible for the retiree health insurance benefit.

4. Effective January 1, 1993, the major medical deductible shall be increased to \$100.00 for each individual and \$300.00 for each family.

5. Unit members are required to pre-notify the health insurance carrier or the healthcare administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Notification shall be made to the extent possible, at least one (1) week prior to admission.

6. In any case, where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonegram, by telegram or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member or his immediate family can notify the health care administrator or health program carrier.) The forty-eight (48) hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification.

7. To the extent practicable, the pre-notification requirement and the forty-eight (48) hour emergency notification will be printed on the unit member's health insurance program card and distributed to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on September 15, 1993, or otherwise as mutually agreed upon by the parities.

8. It is agreed by both parties that the use of hospital emergency room facilities for ordinary or routine medical care that is not in the nature of emergency treatment is to be discouraged. The union will cooperate with the employer in advising members of the negotiating unit that they should avoid use of hospital emergency services for ordinary or routine medical care.

9. It is agreed that the physician's initial visit in the hospital for new born well baby care will be a covered expense up to the usual, reasonable and customary charge for that visit.

10. Effective with the approval of this Agreement, the District agrees to permit employees to participate in a Vision Care program provided by CSEA. The employee shall be responsible for the payment of any and all premiums for one specified plan selected by the local unit and shall provide payroll deductions for such premium payments. The employee may elect to pay the premiums through the District's Flexible Spending Plan in accordance with the requirements of section 125 of the Internal Revenue Code and its implementing regulations.

ARTICLE XXIII
Seniority, Posting, Lay-Off and Probationary Period

Section 1. Application of Article

- 1.1 The provisions of this article shall be applicable only to non-competitive and labor class civil service employees. Competitive class civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Cayuga County Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Cayuga County Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.
- 1.2 No displacement, promotion, transfer or recall shall be contrary to provisions of the Civil Service Law or the Rules of the Cayuga County Civil Service Commission. Any action taken which is contrary to law shall be void.

Section 2. Probationary Period

- 2.1 Each member of the negotiating unit shall be appointed to a probationary period of fifty-two weeks at the time of appointment.

Section 3. Seniority

- 3.1 District seniority is defined as the length of continuous service from the date of hire with the employer. Seniority shall not be applicable to any casual, seasonal, temporary, or substitute employee.
- 3.2 Departmental seniority is defined as the length of continuous service from the date of employment within a department of the district.
- 3.3 Title seniority is defined as the length of continuous service within a particular job title.
- 3.4 There shall be established seniority lists for job titles, departments and district for each employee.

Section 4. Posting and Bidding Procedure (Except for Bus Drivers)

- 4.1. Where openings occur in jobs filled by employees in the bargaining unit, the opening shall be posted showing the job title, a description of the work, the location of the work, the qualifications required and the starting wage rate. Notices will remain posted for three (3) working days before permanently filling the vacancy.
- 4.2. For purposes of this section an opening is defined as either a newly created position or a position, which has been vacated and will be filled at the discretion of the Employer.

- 4.3. Notices for job vacancies as defined above will be posted throughout the calendar year. During the summer months, or when school is not in session, a copy of the notice will be mailed to the Association President one working day prior to the actual posting. Bids for the vacancies will be accepted for three working days after the posting.
- 4.4. Notwithstanding the provisions of section 4.3, when a vacancy occurs in a job filled by employees in the bargaining unit said vacancy shall be filled within three weeks of the close of the posting. Within that time frame all subsequent bids resulting from the initial posting shall be accomplished and all successful bidders shall be placed in their new positions on the same date. The District shall not be obligated to post any additional vacancies for a period of sixty (60) days.

Section 5. Posting and Bidding Procedure for Bus Drivers

- 5.1 Bidding on bus runs shall be limited as follows:
 - a. Regular bus runs shall only be rebid when open. "Regular Runs" are the daily AM-PM runs, which transport students to and from home and Cato-Meridian school buildings. Regular bus run preference and driving assignments shall be decided by seniority within job classification.
 - b. "Special Runs" are runs similar to and including but not limited to transporting special education, BOCES, parochial and other students, to and from buildings not belonging to the Cato-Meridian Central School District. "Special Runs" shall also include "Summer School" runs regardless of whether the run is to school district buildings or other locations.
 - c. "Activity Runs" are runs similar to and including but not limited to field trips and athletic trips. They have a minimum time assigned and are scheduled from rotating driving list. Activity bus runs shall be assigned on the rotating basis presently in use as of June 30, 1989.
- 5.2 Regular Runs
 - a. On or about September 1st, any open regular runs shall be posted and rebid.
 - b. Bidding on any open regular run shall occur by title seniority. (refer to page #16 of contract)
 - c. Once this process has occurred, the bus driver(s) who bid on any open regular run(s) shall move to that regular run during this bidding process.
 - d. Any regular runs that become open after the September bidding occurs shall be posted by January 15th with such internal bidding to take place on or about February 1st. Bidding on any open regular run(s) shall occur by title seniority. Movement shall occur on or about February 1st after all bidding has occurred.

- e. Any regular runs that become open after the February bidding occurs shall be posted and such internal bidding will occur at the September bid meeting. Bidding on any open regular run(s) shall occur by title seniority. Movement shall occur after the September bidding has occurred.
- 5.3 Extra runs will be assigned, when there is no conflict with regular runs, on a rotation basis with equal consideration to all regularly assigned drivers.
- 5.4 Special bus runs (see "definitions" in appendix B) shall be bid on or about September 1 for assignment known during the summer. Special runs will again be bid on or about February 1 if changes have been made on a run or a run becomes vacant after the September bidding in accordance with 5.6 below.* The District, however, reserves the right to assign any Special Run that becomes vacant between bidding periods with volunteers or substitute drivers until the bidding takes place.
- 5.5 Individuals who are assigned special bus runs may continue to work in such capacity for the duration of that school year unless the need for such service is diminished, the assigned driver becomes separated from employment with the district or if the position is specifically requested for bidding by the Association.
- 5.6 Notice to request bidding for Special Bus run that has been assigned or where changes on a run have been made after the September 1 bidding, shall be made by the Association President or a bargaining unit member to the Superintendent of Schools or designee by January 15, with such bidding to take place on or about February 1.
- 5.7 Persons who are continued beyond February 1, who have been substitutes, will accrue seniority from February 1 as an employee in the Transportation Department.
- 5.8 Summer school runs will be bid on or before the last day of student attendance each year if such runs have been identified by such date.

Section 6. Shift Preference

- 6.1 Shift preference for custodians and cleaners shall be decided by seniority within job classification.

Section 7. Promotion

- 7.1 Where job vacancies are filled because of promotion, the following factors shall govern:
 - a. Ability to perform the work required on the job involved in a reasonably efficient manner.
 - b. The worker has the capacity to meet the physical requirements on the job.

c. Length of continuous service by district seniority.

7.2 Such employee shall be given a six (6) months' qualifying period for the purpose of acquainting himself with and training himself in the job and to establish his ability to meet the job requirements. If at the end of six (6) months' period, the Superintendent of Schools decides that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his former job classification. If such employee is transferred back to his former job class, and if he feels he has been unjustly treated, he shall have the right to resort to the grievance procedure.

Section 8. Transfers

8.1. Voluntary Transfer

- a. When a voluntary transfer opportunity exists, the employer, prior to any transfer taking place, shall post the transfer.
- b. Employees may apply for transfer, and where skill and ability of applying employees are relatively equal, the employee with the greatest title seniority shall be given the transfer.

8.2 Involuntary Transfers

- a. Where the employer receives no application for a voluntary transfer or where the employer determines there is a need to transfer an employee because of unsatisfactory performance, loss of work, layoff or reduction in hours, he/she may have the option of either transferring an employee with the least title seniority within the job title to the vacant position or of hiring a new employee. Employees who are transferred shall be transferred to positions having bus runs containing a similar number of hours.
- b. Prior to making an involuntary transfer for unsatisfactory performance, loss of work, layoff or reduction in hours, the employer shall permit an affected employee to voluntarily exchange positions with another employee providing that the other employee is able to satisfactorily perform the duties of the position.
- c. When the employer makes the determination to transfer an employee within the job title, he shall hold a conference with the employee, stating why the employee is to be transferred and he shall give the employee five (5) working days notice prior to transfer except where the transfer is for unsatisfactory performance.
- d. A school bus driver who has been involuntarily transferred will be entitled to bid for the next vacant run of a similar type.

Section 9. Layoffs

- 9.1 For layoff purposes of non-competitive or laboring class employees, the employee with the least title seniority shall be first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current title, the laid off employee shall exercise his departmental seniority to displace an employee with lesser title seniority (in cafeteria displace, an employee with the least title seniority) on lower job titles within each department. An employee with a double job title, shall at the same time of layoff, be allowed to use his seniority rights in that title that remains after the layoff has taken place.
- 9.2 Recalls shall be in the inverse order of layoff.
- 9.3 As used in the above paragraph, continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is:
- a. on leave of absence,
 - b. on layoff for not more than two (2) years or less if the employee on layoff refuses recall to a job in the district within the two (2) year period,
 - c. absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease, provided he/she returns to work within 30 days after final payment of statutory compensation for such disability.

Section 10. Recall Procedure

- 10.1 Employees in the noncompetitive or labor class who are laid off shall be placed on a recall list for a period not to exceed two (2) years.
- 10.2 Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address on file with the District. The employee shall notify the District in writing within five (5) working days of receipt of the recall notice as to whether or not he/she will accept the recall. The employer must receive the written notice of acceptance of the recall within ten (10) work days. Failure of the employee to respond in writing on a timely basis or refusal of acceptance of the recall shall be considered a quit and the employee shall forfeit any and all recall rights.
- 10.3 Individuals will be afforded the opportunity only once to return to the District, and shall retain their right to recall and seniority prior to layoff.

ARTICLE XXIV
Personal History Folder

There shall be an official personal history folder maintained at District Office for an employee, which shall contain copies of personal transactions and official correspondence with the employee. A copy of any document constituting an evaluation or work performance, counseling memorandum or discipline placed in an employee's personal history folder shall be sent to the employee at the time of such placement, if the employee has not already received a copy.

An employee shall have the opportunity to review and duplicate one time his/her personal history folder in the presence of the Superintendent of Schools or designee and his/her union representative within five (5) working day's notice, if feasible. With the employee's written permission, his/her union representative may conduct such review without the employee's presence.

During any review of his/her personal history folder, an employee may examine the entire content of such folder; provided, however, he/she may not review letters of recommendation obtained in connection with his/her initial employment by the District and any other confidential information or HIPPA related information. An employee shall have the opportunity to place in his/her personal history folder a written response to anything contained therein, which is available for his/her review under the terms of this Article and which he/she deems to be adverse. Such written response shall be attached to the document to which it pertains.

The Association acknowledges that the personal history folder is not the exclusive source of employee information or records and that the Employer and Department Heads maintain records such as, but not limited to, general notices, memoranda, notes, payroll, tax, health insurance, retirement and training records.

ARTICLE XXV
Health and Safety

Section 1. Use of Equipment and Materials

The employer shall not require an employee to use equipment or materials or to work in physical facilities when they do not meet any of the existing health and safety standards established by state, county or school district laws, rules, procedures and regulations.

In turn, employees who are required and do use their own tools will keep such tools in proper, safe working order and good repair.

Employees covered under this agreement shall utilize protective safety equipment to include glasses, shields, goggles, respirators, steel-toed shoes, back supports, noise suppressors, hard hats, gloves, seat belts, and such other devices as may relate to promoting safety in the performance of their job duties.

Section 2. Defensive Driver Program Certification

Employees who are required to drive a vehicle in the performance of their regular work assignment shall maintain certification in the National Safety Council Defensive Driver Program.

The expense for course fees related to initial certification, and thereafter for recertification at three (3) year intervals, will be reimbursed by the District upon submission of a course completion form.

Section 3. Custodian and Cleaners Uniforms

The District will supply custodians and cleaners with eleven (11) sets of shirts and the cleaning thereof. Custodians and cleaners shall select their shirts from a pre-approved vendor/style listing developed with input of both parties and shall include cotton options. Upon submission of a receipt, custodians will receive one hundred dollars (\$100) per school year for acceptable footwear.

Section 4. Emergency Closing Days

When roads are closed and travel is prohibited as a result of the declaration of an emergency by the Cayuga County Sheriff or Chairperson of the Legislature, unit employees who are otherwise scheduled to work will not receive a loss of pay during the time period when roads are closed and travel is prohibited.

ARTICLE XXVI
Savings Clause

A. Savings Clause. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any Federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

B. If a determination or decision is made as per (A) of this Article, the parties shall convene immediately for the purpose of considering a replacement. If it is mutually agreed that a replacement is necessary, the parties shall agree to negotiate.

ARTICLE XXVII
Tuition Reimbursement

The Board of Education will reimburse tuition costs for work-related courses taken at Cayuga Community College, BOCES, or other accredited schools, subject to prior approval of the Superintendent of Schools or his designee.

Employees must present written verification in the form of a receipt concerning the tuition cost and a statement from the school, or instructor, indicating that the course work was successfully concluded to be eligible for reimbursement.

Employees will be limited to reimbursement for one course per semester based upon a three semester academic schedule.

This benefit is available only to full-time employees in the bargaining unit. Full time is defined as regularly scheduled to work 40 hours per week for Custodians and Cleaners, and 25 hours or more per week for Bus Drivers.

ARTICLE XXVIII
Section 204 A Taylor Law

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

ARTICLE XXIX
Management Rights

The management of the District and the direction of its employees, including the right to plan and direct operations; to schedule and assign work to employees; to determine the means, methods, materials and schedules of operations; to determine work standards and to maintain the efficiency of employees; to establish and require employees to observe District rules and regulations; to hire, to promote, layoff or relieve employees from duties; and to suspend, demote, discipline and discharge employees for just cause; are the exclusive rights of the District, however, in the exercise of such rights, the Management of the District shall comply with the provisions of this agreement and shall not discriminate against any employee because of his/her membership in the Association or lawful activity in behalf of the Association.

The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth. The District, therefore, retains all rights not otherwise specifically covered by this agreement.

ARTICLE XXX
Information

On the effecting date of this Agreement, the employer shall supply to the Cato-Meridian Central School District Unit of the Cayuga County Local of CSEA, Inc., a list of all employees in the Bargaining Unit showing the employee's full name, home address, job title, work location and first date of employment. Such information shall hereafter be provided to said CSEA Unit on September 1st of each year.

ARTICLE XXXI
Duration Clause

This agreement except as otherwise indicated, shall continue in effect from the date of ratification by both parties through June 30, 2013. Increases in the salary rates will be effective as of July 1, 2010.

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened at any time, whether contained herein or not, during the life of this agreement except for negotiations for a succeeding agreement.

Neither party to this agreement shall make an attempt to make any alterations, modifications, changes or variations of any of the items expressly and specifically covered by this agreement, except those that are made by mutual agreement, signed and appended hereto or which are bargained for by the parties in the negotiations for a successor agreement.

Parties have set their hand and seal this _____ day of _____, 2011. Cato-Meridian Central School, Cato, New York.

Chief School Officer

Unit President

Labor Relations Specialist

APPENDIX A
Custodial Salary Schedule
Hired before July 1, 1992
Wages effective July 1, 2010 - 2013

July 1, 2010	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Day	22.14	1,771.35	46,055.12
Night	23.47	1,878.86	48,818.47
July 1, 2011	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Day	22.58	1,806.77	46,976.22
Night	23.94	1,916.44	49,794.84
July 1, 2012	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Annual</u>
Day	23.04	1,842.91	47,915.74
Night	24.42	1,954.77	50,790.74

NOTES:

1. Implementation of salary schedules shall be in accordance with Article XIX of the negotiated agreement.
2. Custodians shall be paid 1.5 times their regular rate for authorized hours worked in excess of forty (40) hours per week.
3. Hourly rate determined as follows:
 - a. Divide annual salary by 26 weeks to get biweekly rate
 - b. Divide biweekly rate by 80 hours to get hourly rate.

APPENDIX B
School Bus Driver Salary Schedule
(10 Months)
Hired before July 1, 1992
Wages effective July 1, 2010 – 2013

For bus drivers (rates are annualized) hired on or after July 1, 1992. (Rates are annualized).

July 1, 2010	<u>Hourly</u>	<u>Weekly Wage</u>	<u>Annualized Wage</u>
	\$28.70	\$717.60	\$28,703.98
July 1, 2011	<u>Hourly</u>	<u>Weekly Wage</u>	<u>Annualized Wage</u>
	\$29.28	\$731.95	\$29,278.06
July 1, 2012	<u>Hourly</u>	<u>Weekly Wage</u>	<u>Annualized Wage</u>
	\$29.86	\$746.59	\$29,863.62

The following have been agreed:

1. Implementation of salary schedules shall be in accordance with Article XIX of this agreement.
2. It is understood that the normal work week for bus drivers is twenty five (25) hours.
3. Regular after school activity runs: shall be paid at the employee's regular rate with a minimum trip time of one and one half (1.5) hours.
4. A. Effective July 1, 2009, all extra duty trips will be paid at the rate of \$13.00 per hour commencing from the time the driver leaves the school until he/she returns to the school.

The minimum pay for a trip will be 1.5 hours at the hourly rate.

- B. If no bus driver is available for a "short run" bus trip, the District reserves the right to assign the job to a bus driver or a mechanic qualified to drive a bus. It is understood if a mechanic is used in this situation, he shall not suffer a loss of earning nor will he receive an increase in pay.
- C. Effective upon ratification by the parties, in the event a bus driver is required to stay overnight as the result of a transportation excursion, pay for the departure day will be calculated at the rates negotiated in 4-A above. The rates negotiated in 4-

A. above are per hour for eight hours or per hour or per hour for the actual driving time, whichever is greater.

5. Extra runs will be assigned, when there is no conflict with regular runs, on a rotation basis with equal consideration to all regularly assigned drivers.

6. After a new bus driver has met the initial requirements of the Regulations of the Commissioner of Education (30 hours of safety instruction), the Board of Education will pay each bus driver his hourly rate for the two annual two (2) hour refresher courses that are required by the Commissioner of Education.

NOTE: Hourly rate determined as follows:

- a. Divide annual salary by 40 weeks to get weekly rate.
- b. Divide weekly rate by 25 hours to get hourly rate.

7. Meal Allowance

Effective upon ratification of the tentative agreement, a meal allowance of up to \$6.00 for breakfast, \$8.00 for lunch and \$12.00 for dinner may be requested by any driver who drives an approved extra duty trip. Receipts must accompany the request for reimbursement. Meal allowances are not available for regular runs or special runs. Effective July 1, 2009, meal allowances shall increase up to \$6.50 for breakfast, \$8.50 for lunch and \$12.50 for dinner.

8. Definitions:

a. "Regular Runs" are the daily AM-PM runs which transport students to and from home and Cato-Meridian school buildings.

b. "Activity Runs" are runs similar to and including but not limited to field trips and athletic trips. They have a minimum time assigned and are scheduled from rotating driving list.

c. "Special Runs" are runs similar to and including but not limited to transporting special education, BOCES, parochial and other students, to and from buildings not belonging to the Cato-Meridian Central School District. "Special Runs" shall also include "Summer School" runs regardless of whether the run is to school district buildings or other locations.

**APPENDIX C
Salary Schedule**

Hired on or after July 1, 1992:

Day Custodian - Hired on or after July 1, 1992 (Rates are Annualized)

Grounds Keeper will be aligned with custodians for pay scale.

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00
2	\$24,100.00	\$24,100.00	\$24,100.00	\$24,100.00
3	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00
4	\$26,300.00	\$26,300.00	\$26,300.00	\$26,300.00

Night differential is 6% of the appropriate day schedule.

Each returning custodian shall receive the mutually agreed step placement on the 2010-11 schedule, if available, or an increase in salary equal to 2.75 percent plus \$175.00 lump sum bonus payment not on base for the 2010-11 school year.

Each returning custodian shall receive the mutually agreed step placement on the 2011-12 schedule, if available, or an increase in salary equal to 2.00 percent for the 2011-12 school year.

Each returning custodian shall receive the mutually agreed step placement on the 2012-13 schedule, if available, or an increase in salary equal to 2.00 percent for the 2012-13 school year.

Hired on or after July 1, 1992:

Bus Driver (Rates are annualized)

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	\$13,760.00	\$13,760.00	\$13,760.00	\$13,760.00
2	\$14,512.00	\$14,512.00	\$14,512.00	\$14,512.00
3	\$15,267.00	\$15,267.00	\$15,267.00	\$15,267.00
4	\$16,012.00	\$16,012.00	\$16,012.00	\$16,012.00

The District reserves the right to hire new employees at a rate not to exceed that of the lowest paid employee presently in the title.

Each returning bus driver shall receive the mutually agreed step placement on the 2010-11 schedule, if available, or an increase in salary equal to 2.75 percent plus \$175.00 lump sum bonus payment not on base for the 2010-11 school year.

Each returning bus driver shall receive the mutually agreed step placement on the 2011-12 schedule, if available, or an increase in salary equal to 2.00 percent each year for the 2011-12 school year.

Each returning bus driver shall receive the mutually agreed step placement on the 2012-13 schedule, if available, or an increase in salary equal to 2.00 percent for the 2012-13 school year.

Meal Allowance

A meal allowance of up to \$6.00 for breakfast, \$8.00 for lunch and \$12.00 for dinner may be requested by any driver who drives an approved extra duty trip. Receipts must accompany the request for reimbursement. Meal allowances are not available for regular runs or special runs. Effective July 1, 2009, the meal allowance will increase to \$6.50 for breakfast, \$8.50 for lunch and \$12.50 for dinner.

Bus Mechanic (Minimum Hiring Salary)

<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$35,420	\$35,420	\$35,420

Bus Mechanic (Current 7/1/10 Returning Mechanic's Salary)

<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$44,129	\$45,012	\$45,912

Each returning mechanic shall receive an increase in salary equal to 2.75 percent plus \$175.00 lump sum bonus payment not on base for the 2010-11 school year, 2.00 percent for the 2011-12 school year and 2.00 percent for the 2012-12 school year as indicated above.

Effective with the approval of this agreement, Bus Mechanics shall be entitled to a payment in the amount of \$400.00 for each course of study that has received the prior written approval of the Superintendent of Schools. Payment will be made after the course has been successfully completed and the District has received verification of the completion. The \$400.00 payment will be pro-rated for the remainder of the school year after the District has received verification of completion. Thereafter, in succeeding school years the \$400.00 payment will be included as part of the Bus Mechanic's base salary.

Bus Mechanic's Helper (Current 7/1/10 Returning Mechanic's Helper Wage Rate)

<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
\$12.25/hr.	\$12.50/hr.	\$12.75/hr.

NOTES:

Hourly rates are determined as follows:

1. Custodians:
 - i. divide annual salary by 26 weeks to get bi-weekly rate
 - ii. divide bi-weekly rate by 80 hours to get hourly rate
2. Bus Drivers
 - i. divide annual salary by 40 weeks to get weekly rate
 - ii. divide weekly rate by 25 hours to get hourly rate
3. Permanent Substitute Bus Driver
 - i. divide annual salary by 40 weeks to get weekly rate
 - ii. divide weekly rate by 25 hours to get hourly rate
4. Bus Mechanics
 - i. divide annual salary by 26 weeks to get bi-weekly rate
 - ii. divide bi-weekly rate by 80 hours to get hourly rate
5. Bus Mechanic's Helper
 - i. divide annual salary by 26 weeks to get bi-weekly rate
 - ii. divide bi-weekly rate by 80 hours to get hourly rate

APPENDIX D
LIST OF NAMES OF ALL ELIGIBLE EMPLOYEES HIRED PRIOR TO
RATIFICATION OF THE TENTATIVE AGREEMENT

<u>Name</u>	<u>Date of Hire</u>
<u>Bus Drivers</u>	
Cady, Tammy	9/1/2002
Cali, Denise	2/10/1999
Cavanagh, Buelah	1/29/1980
Dattler, Kevin	4/3/1995
Davis, Scott	3/13/2002
Davison Elsie	2/12/2008
Duso, Francis	9/3/1990
Gardiner, Lawrence	9/1/1996
Halstead, Michelle	9/1/2005
Korthas, Dorothy	9/1/1999
Laird, Catherine	9/1/2003
Marshall, Debra	9/1/2002
Reed, Harold	9/1/2002
Rodriquez, Michelle	9/1/1998
Sampson, Chiquita	12/17/1984
Schmitt, Marilyn	9/9/1985
Scott, Linda	7/1/1994
Sponable, Clark	9/1/1998
Steele, Peggy Sue	9/1/2001
Van Etten, Tammy	9/1/2001
Van Horn, Harold	4/11/1979
Wallace, Bonnie	1/24/2000
Weir, Irene	9/1/2003
<u>Custodians</u>	
Bittel, Donald	9/13/1994
Bratt, Kevin	6/4/2007
Bresee, Dorothy	5/24/2006
Gourley, Ronald	9/7/1998
Hoyt, Gary	4/22/2006
Lee, James	11/13/1985
Marino, Mike	6/9/2008
Newkirk, Ira	5/27/2008
Smith, Steven	11/14/2006
Twomey, Keith	8/14/2007
Van Horn, Destiny	10/22/2001
VanHorn, Shari	2/18/2005

APPENDIX D
LIST OF NAMES OF ALL ELIGIBLE EMPLOYEES HIRED PRIOR TO
RATIFICATION OF THE TENTATIVE AGREEMENT

<u>Name</u>	<u>Date of Hire</u>
Wallace, Ronald	10/16/1991
Bullard, Craig	8/15/2005
Cardinale, Trudy	11/9/1981
Smith, Jeff	1/12/1998

June 2, 2008

Ms. Terri Hoffmann
Collective Bargaining Specialist
Civil Service Employees Association
6595 Kirkville Road
East Syracuse, NY

Dear Terri:

This side letter is for the purpose of explaining an understanding between the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO and the Cato-Meridian Central School District with respect to the establishment of a Labor Management Committee. The parties agree that within sixty (60) days of the execution of the 2002-2003 negotiated agreement a labor-management committee consisting of equal representation will be established. The parties further agree that meetings will be held on a quarterly basis.

Very truly yours,

Matthew R. Fletcher
Assistant Superintendent for
Personnel Relations

MRF/dbd