



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Holland Central School District and Holland Central School District Support Staff Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 264 (2003)**

Employer Name: **Holland Central School District**

Union: **Holland Central School District Support Staff Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **264**

Effective Date: **07/01/2003**

Expiration Date: **06/30/2005**

PERB ID Number: **5275**

Unit Size:

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

ORIGINAL  
Signatures

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**SUPERINTENDENT OF SCHOOLS**

**OF THE**

**HOLLAND CENTRAL SCHOOL DISTRICT**

**AND**

**TEAMSTERS LOCAL #264**

January 1, 2003 through June 30, 2005

(This is the successor to the 1999-2001 Agreement between  
the District and the Holland Support Staff Union.)

## **PREAMBLE**

In order to give effect to the applicable provisions of the New York State Public Employees Fair Employment Act (Article 14 of the Civil Service Law) and to encourage and increase effective and harmonious working relationships, the Superintendent of Schools of the Holland Central School District and Teamsters Local #264 hereby agree to the following.

## **ARTICLE 1 RECOGNITION**

1.1 The District hereby confirms its recognition of Teamsters Local #264 as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees in the following bargaining unit.

1.1.1 Included: All regular part-time and full-time employees in the following positions:

- Account Clerk Typist
- Auto Mechanic
- Auto Mechanic Crew Chief
- Auto Mechanic Helper
- Bus Attendant
- Bus Driver
- Cleaner
- Clerk
- Clerk-Typist
- Cook
- Cook Manager
- Computer Support Technician
- Custodian
- Food Service Helper
- Head Grounds Worker
- Grounds Worker
- Head Bus Driver
- Laborer
- Laborer/Courier
- Maintenance Mechanic
- Maintenance Mechanic Crew Chief (Buildings)
- Maintenance Mechanic Helper (Buildings)
- Offset Machine Operator
- Painter
- Registered Professional Nurse
- School Monitor
- Senior Account Clerk
- Senior Clerk Typist
- Teacher Aide

- 1.1.2 Excluded: School Business Administrator, Superintendent of Buildings and Grounds, Transportation Supervisor (or Equivalent position), Senior Account Clerk/District Clerk, Payroll Clerk, District Treasurer, Secretary to the Superintendent of Schools, Food Service Manager, all managerial employees, all confidential employees, all supervisory employees, all substitute employees, and all other employees not listed as "Included" above.
- 1.2 This Agreement covers only those persons occupying positions in the negotiating unit described in paragraph 1.1 of this Agreement on other than a temporary basis (i.e., a person hired for a period of six months or less).

**ARTICLE 2**  
**DEFINITIONS**

- 2.1 The following definitions apply in interpreting this Agreement:
  - 2.1.1 "District" means the Holland Central School District.
  - 2.1.2 "Board" means the Board of Education of the District.
  - 2.1.3 "Superintendent" means the person appointed to that position on an acting or regular basis.
  - 2.1.4 "Union" means the Teamsters Local #264.
  - 2.1.5 "Agreement" means this Agreement, all appendixes referred to in this Agreement and all amendments to this Agreement.
  - 2.1.6 "Party" means the District or the Union.
  - 2.1.7 "Parties" mean the District and the Union.
  - 2.1.8 "Working Day" means any day except a Saturday, a Sunday or a holiday covered by paragraph 11.7 of this Agreement.
  - 2.1.9 "Supervisor" means the person designated below, unless the Superintendent gives written notice to the Union Business Representative of another person designated as the supervisor for a particular employee or group of employees: (a) with respect to buildings and grounds employees - the Superintendent of Buildings and Grounds; (b) with respect to building clerical employees and aides - the Building Principal of the building in which the employee works; (c) with respect to transportation employees - the Transportation Supervisor; (d) with respect to food service employees - the Food Service Manager.

- 2.1.10 "Employee" means a person holding a position in the negotiating unit described in paragraph 1.1 of this Agreement on other than a temporary basis (i.e., a person hired for a period of six months or less).
- 2.1.11 "Job Title" means those positions listed as "Included" in paragraph 1.1 of this Agreement. Where a given job title has both full-time and regular part-time positions, the full-time and part-time positions shall be treated as separate job titles.
- 2.1.12 "Full-Time" means an employee who works 40 hours per week.
- 2.1.13 "Part-Time" means an employee who works less than 40 hours per week.
- 2.1.14 "Classification" means the Civil Service classifications (e.g., competitive, non-competitive, labor, etc.).
- 2.1.15 "Fiscal Year" is the period from July 1 to the following June 30.
- 2.1.16 "School Year" is the period from September 1 to June 30.

**ARTICLE 3**  
**INTERPRETATION AND LEGAL EFFECT**

- 3.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
  - 3.1.1 A word used in one gender applies also in the other.
  - 3.1.2 A word used in the singular number applies also in the plural, unless the context of the provision clearly indicates to the contrary.
  - 3.1.3 This Agreement speaks as of the time it is being applied.
  - 3.1.4 Language in this Agreement is construed as strictly against one party as against the other.
  - 3.1.5 Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- 3.2 Every provision of this Agreement is severable from every other provision, except as this Agreement may explicitly state otherwise. If this Agreement requires a party or person to do anything which is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. In the event that any provision of this Agreement is declared by a court of last resort to be unlawful, the parties shall meet as soon as practicable to negotiate concerning amendments to this Agreement to the extent that they may lawfully do so.

- 3.3 Unless expressly set forth in this Agreement, neither party is obliged to continue any past practice.
- 3.4 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.
- 3.5 During the term of this Agreement, either party may propose an amendment to this Agreement, but neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. The waiver of the right to negotiate contained in the preceding sentence specifically applies to, but is not limited to, the rights reserved to the District pursuant to Article 5.
- 3.6 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.
- 3.7 When an Amendment has been signed and dated by the authorized representatives of both parties, a copy will be provided to all members of the Union. Updating of the Collective Negotiations Agreement will be accomplished by each holder of a copy of the Collective Negotiations Agreement in the following manner;
- (a) On page iii; write in the Amendment Number and its Date.
  - (b) In the TABLE OF CONTENTS; *write in* on the margin next to the subject article amended the Amendment Number and Date.
  - (c) On the PAGE of the agreement that contains the Article amended *write in* on the margin next to the paragraph amended; (see amendment # ( )).
  - (d) Attach the amendment to the inside of BACK cover.

#### **ARTICLE 4**

#### **UNION RIGHTS AND RESPONSIBILITIES**

- 4.1 The District and the Union shall form a committee to discuss Labor/Management relations and to assist in resolving or to resolve problems and concerns that affect support staff employees. This committee shall not have the power to negotiate or amend the terms of this Agreement. This committee will be composed of three representatives each from the Union and the District. The Union Business Representative will select the three Union representatives and the Superintendent will select the three District representatives. Meetings will be held on a bi-monthly basis or as mutually agreed upon by the Union Business Representative and the Superintendent.

- 4.2 The Chief Union Steward or his authorized designee shall be released from normal school duties two (2) hours per week, without loss of pay, as necessary to attend to Union responsibilities that cannot be conducted outside of work hours. This release time shall be scheduled by mutual agreement between the Chief union Steward and the appropriate supervisor. Unused release time shall not be accumulated from week to week.
- 4.3 In addition to the leave in 4.2 above, representatives designated by the Union Business Representative shall be provided up to fifty-six (56) hours collectively without loss of pay on an annual basis as necessary to attend to official business with local, regional, state, or national affiliates. Unused release time shall not be accumulated from year to year.
- 4.4 When the Union desires to make use of a school building or facility, it shall submit a request for such use in accordance with approved District policy and procedure. Such use by the Union shall not interfere with the work of the employees or the functions or programs of the school.
- 4.5 At the beginning of each school year, the Union shall submit to the Superintendent a list of all Union representatives with whom the District is expected to deal. The Superintendent will be notified in writing of all interim changes as soon as possible.
- 4.6 The Union will have the right to distribute information among members regarding business of the Union with reasonable access to inter-office mail and mailboxes. Information may be posted on two (2) bulletin boards in each building (faculty room and food service area) and in the drivers room of the bus garage. A copy of each posting will be provided to the administrator in charge of each site where the information is posted as well as to the Superintendent. The Union shall not post information on any portion of the District premises other than on these bulletin boards unless approved by the Superintendent.
- 4.7 Whenever the District requires employees to participate in meetings during their normal work hours, the employee(s) will suffer no loss in pay. This provision does not apply to representatives requested by the Union or by an employee to be at any such meeting, unless (a) the District agrees, or (b) an employee is in a meeting with the District to discuss discipline, in which case the employee shall be entitled to have one representative present without any charge to any form of Union leave.
- 4.8 The Union confirms that it does not assert the right to engage in a strike of any form, slowdown or work stoppage, and the Union, its officers, agents or its members must not call, sponsor, advocate, instigate, condone or engage in a strike of any form, slowdown or work stoppage against the District.

**ARTICLE 5**  
**DISTRICT RIGHTS AND RESPONSIBILITIES**

5.1 Except as expressly limited by the terms of this Agreement, the District reserves and retains exclusively the right to manage the District, its operations and its employees including, but not limited to, the following rights:

- (a) To establish, continue, change or abolish its programs, operations, policies, practices, rules, regulations, and procedures;
- (b) To determine the number, location, hours and types of its operations;
- (c) To determine the methods, processes, equipment and materials to be used in the District's operations;
- (d) To determine the necessity for filling a vacancy;
- (e) To determine the number, classification and the duties of employees;
- (f) To assign positions, duties and work to employees;
- (g) To establish and change work schedules and assignments;
- (h) To establish and enforce work rules;
- (i) To establish and maintain a job evaluation program and to judge the efficiency and competency of the employee's work;
- (j) To transfer, demote and promote employees;
- (k) To lay off, terminate, and otherwise to relieve employees from duty;
- (l) To discipline and/or discharge employees as it deems appropriate, subject only to the terms of any applicable provisions of this Agreement and any applicable provisions of Section 75 of the Civil Service Law;
- (m) To alter, modify, terminate or add terms and conditions of employment not expressly addressed in this Agreement; and
- (n) To take such other measures as may be determined by the District to be desirable for the successful operation of its programs and operations.

5.2 Changes to District policies, rules, regulations and procedures must be in accordance with any and all other Articles of this Agreement.

5.3 Nothing in this Agreement shall be allowed to interfere with the District's obligation to comply with the Americans with Disabilities Act, and the District is expressly permitted to take all actions necessary for such compliance.



- 5.4 Before the District makes a final decision to subcontract work performed exclusively by members of the bargaining unit represented by the Union, it shall advise the Union in writing that it is considering that action. Upon a written request from the Union received within ten (10) days of that notification, the District will meet with representatives of the Union to discuss the reasons for such action and to receive input from the Union. That meeting will be held before the final decision is made by the District to subcontract the work. If the District makes a final decision to subcontract work, it shall notify the Union, of that decision in writing and, upon a written request from the Union received within ten (10) days of that notification, shall meet with representatives of the Union to negotiate the impact of that decision. The terms of this provision are applicable only to subcontracting with a private business entity; they are not applicable to among other things, the use of occasional volunteers.

**ARTICLE 6**  
**PAYROLL DEDUCTIONS AND AGENCY FEE**

- 6.1 Union membership dues will be deducted from the wages of each employee who has signed an authorization form for such deductions. Dues will be deducted in twenty (20) equal deductions, beginning with the second (2nd) payroll in September. Employees shall have the right to revoke a dues deduction authorization in writing.
- 6.2 For the duration of this Agreement, the District shall deduct an agency fee from the wages of employees in the unit who are not members of the Union, and the processing of such payments shall be governed by the terms of this Article 6. If the State legislation requiring payment of any agency fee expires without renewal on or before the expiration date of this Agreement, the terms of this provision shall fully expire on that expiration date and shall not be subject to continuation under Section 209-a(1)(e) of the Civil Service Law.
- 6.3 Membership dues and agency fee deductions, along with a list of employees from whom the deductions have been made, will be transmitted to the Treasurer of the Union after the last payroll period of each month.
- 6.4 Employees may request in writing that voluntary deductions be made from their wages for the following:
- (a) Credit Union
  - (b) 125 Plan
  - (c) Retirement Loans
  - (d) Tax-sheltered annuities from the four (4) companies provided in the HTA Agreement, with one additional company to be chosen by the Union and a second additional company added on July 1, 2000.

- 6.5 The District shall be held harmless for any claims, demands, suits and liabilities of whatever nature arising out of the operation of this Article 6, except that the District shall be liable for its own negligence in connection therewith.

**ARTICLE 7**  
**PERSONNEL MATTERS**

- 7.1 Employees will be provided a copy of their job description and duties upon request. The Union will also be provided a copy upon request.
- 7.2 The District will post announcements of vacancies in job titles in the unit to which the District has decided to make an appointment for a period of ten (10) working days prior to filling the vacancy. Such posting will include the job title, civil service classification (competitive, non-competitive or labor), hourly rate of pay, and the last day on which applications will be accepted. During those ten (10) working days any employee who desires to apply for appointment to the announced position shall apply therefor to the Business Office on forms provided by the District. All employees who submit an application for a position will be notified of their acceptance or rejection once an appointment has been made by the Board.
- 7.3 When the District posts an announcement of a vacancy pursuant to 7.2 above, the District will also post information concerning the current location and hours of work of the position to be filled. Employees already holding a position in that job title who wish to be considered for a transfer to that location and/or those hours may give written notice of that desire to the Business Office within five (5) working days of the posting.
- 7.4 A personnel file for each employee will be maintained in the District office. Before any written material critical of an employee's performance or conduct is placed in his personnel file, a copy of the document shall be given to the employee and the employee shall sign the copy of the document which is placed in his personnel file. Such signature does not indicate agreement with the contents of the document. An employee may submit a written response to any item in his personnel file within ten (10) working days of the date it is presented to the employee for signature.
- 7.5 When a formal evaluation of an employee is prepared in writing, the employee shall be given the opportunity for a meeting with the evaluator prior to the evaluation being placed in his personnel file. The employee shall be given a copy of the written evaluation at least three (3) working days prior to meeting with the evaluator. Within three (3) working days of the meeting, the employee shall return a signed copy of the evaluation to the evaluator. Within ten (10) working days of the meeting, the employee may submit a written response to the evaluation, and that response will be attached to the evaluation.
- 7.6 In September, each employee shall be furnished with a statement of his salary step, hourly rate of pay and any other stipends to which the employee may be entitled. The employee shall also receive a notice of accrued vacation, sick leave, personal leave and compensatory time, if any, as of July 1.

- 7.7 When the District requires work during the summer months (from the close of school to the opening of school) in a 10-month job title, the employees who work in that job title during the school year will be offered the position(s) first. If they work the job, they will receive their contractual wage rate in effect during that time, except that bus drivers' runs shall be paid the Extra Trip Rate. If there are more employees than summer positions in a job title, the summer positions shall be awarded on the basis of seniority in the job title.
- 7.7.1 If there are not enough 10-month employees from the job title who accept the summer position(s), employees who in the judgment of the District, have the necessary skills, experience and qualifications for the position, shall be offered the position(s) on the basis of length of service in the District. If they work the job, they will be paid the starting contractual rate in effect at that time, except that bus runs shall be paid at the Extra Trip Rate.
- 7.7.2 If a 10-month employee works during the summer pursuant to 7.7 or 7.7.1 above, he does not become a 12-month employee but remains a 10-month employee as defined in this Agreement.
- 7.7.3 If current employees do not fill all summer jobs as a result of 7.7 and 7.7.1 above, the District may hire outside persons at wages and benefit levels established by the District.
- 7.8 Each employee other than a bus driver shall receive a paid 10-minute break for every four hours worked in a day.
- 7.9 An employee working a shift of six (6) or more consecutive hours will be given a 30-minute unpaid and duty-free meal break, unless the requirements of the job prevent the employee from taking his meal break. The timing of the meal break will be set by the supervisor, who will, whenever practicable, set it during the traditional hours for lunch or dinner (whichever is applicable). If an employee misses his meal break due to work requirements, he will be paid for the time that he would normally have had for the meal.

**ARTICLE 8**  
**NON-COMPETITIVE AND LABOR**  
**CLASS EMPLOYEES - SENIORITY RIGHTS**

- 8.1 The provisions of this Article shall apply only to employees in the negotiating unit in positions which are in the non-competitive class or the labor class of the Civil Service. Employees in the competitive class are not subject to this Article because they are subject to the terms of the Civil Service Law on the matters addressed in this Article.
- 8.2 The provisions of this Article shall apply to full-time employees and part-time employees in a job title separately.
- 8.3 An employee acquires and accrues seniority only within a particular job title, and in the status of full-time or part-time. If the employee moves from one job title to another or

changes from full-time to part-time status, or vice versa, he ceases accruing seniority in his former job title and begins to accrue seniority in the new job title.

- 8.4 Probationary employees do not have seniority. However, when a probationary employee completes his probationary period, he will then acquire seniority which will date back to the date he began work as a probationary employee.
- 8.5 Seniority is the amount of an employee's service in a particular job title since his last date of hire, transfer or promotion into that title by the District. When an employee is on unpaid leave of absence or on layoff, he shall not accrue seniority, but his accumulated seniority shall be restored to him when and if he returns to work, unless he has lost his seniority as set forth in 8.3 above.
- 8.6 An employee shall lose seniority and shall be terminated from employment automatically when any one or more of the following occurs: (a) he has been on layoff for a period of more than one year; (b) he has been discharged by the District; (c) he resigns; (d) he retires; (e) he has been recalled pursuant to paragraph 8.8 of this Agreement but has refused the recall or has failed to return to work within a period of two consecutive work days following the date he was notified of recall; (f) he fails to return to work on the first work day following the expiration of a leave of absence.
- 8.7 If the District decides to reduce the staff in a particular job title, the probationary employees in that job title shall be laid off first, and then non-probationary employees shall be laid off in inverse order of their seniority in that job title.
- 8.8 If a vacancy in a job title in the unit occurs, all employees who have been on layoff for a period of one year or less from the job title shall be entitled to be recalled in order of their seniority in that job title.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

#### 9.1 General Provisions:

- 9.1.1 A grievance is a claim by an employee that there has been a violation, or a misinterpretation or inequitable application which constitutes a violation of any provision of this Agreement.
- 9.1.2 Any employee or group of employees aggrieved by an action may file a grievance. With respect to any particular grievance, the grievant is the employee or group of employees who have signed the grievance.
- 9.1.3 An employee shall perform all duties as instructed even through he may feel himself aggrieved (unless the duty involves undue risk to the safety and health of the individual).

9.1.4 A grievant has the right to be represented at his request at any stage of the grievance procedure. At Steps 1 and 2, the grievant may be accompanied only by an employee designated by the Union.

9.2 Timelines:

9.2.1 The timelines for each step of the grievance procedure are set forth in section 9.3 of this Article.

9.2.2 If a grievance is not filed within the timeline stated at the first step, the grievance is deemed waived and need not be processed by the District. If the grievant and/or the Union fails to meet any subsequent timeline, the grievance will be considered resolved on the basis of the previous answer.

9.2.3 If the District fails to meet any timeline in the grievance procedure, the grievance may be moved to the next step of the grievance procedure as if the grievance had been denied by an answer rendered on the last day set forth in the procedure.

9.2.4 An extension of any timeline set forth in the grievance procedure is permissible if both the Union and the District specifically agree to the extension.

9.2.5 "Working Day" means any day except a Saturday, a Sunday or a holiday covered by paragraph 11.7 of this Agreement.

9.3 Procedures:

9.3.1 First Step: The employee must orally confer with the Supervisor to seek acceptable resolution of the grievance not later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose. The grievant must state that he is filing a grievance. The Supervisor has ten (10) working days in which to give the grievant an oral answer. If all or substantially all of the employees in the bargaining unit are aggrieved by the same incident, the Union may submit a grievance on their behalf in writing directly to the Superintendent at the third step. Such a grievance must be submitted no later than the tenth (10th) working day after becoming aware of the day of the incident out of which the grievance arose, and the signature of the Union Business Representative may be substituted on the grievance for the signature of the actual grievants. Such grievance shall not be subject to the procedures of the first step or second step.

9.3.2 Second Step: If the grievant is not satisfied with the oral response from the first step, the grievant may submit the grievance in writing by filing it with the Supervisor on the form provided by the District not later than ten (10) working days after receiving the oral response. The Supervisor shall issue a written response to the grievant not later than ten (10) working days after receiving the written response.

- 9.3.3 Third Step: If the grievant is not satisfied with the response from the second step, the grievant may file an appeal in writing to the Superintendent not later than ten (10) working days after receiving the written response from the second step. The Superintendent shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than ten (10) working days after the conclusion of this meeting.
- 9.3.4 Fourth Step: If the grievant is not satisfied with the response from the third step, the grievant may request the Union to file an appeal in writing with the Labor/Management Committee. The written appeal must be delivered to the Labor/Management Committee not later than ten (10) working days after the grievant received the response from the third step. If the Union so submits the grievance, the Labor/Management Committee shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days of receipt of the appeal. The Labor/Management Committee will submit a written advisory recommendation to the Superintendent not later than ten (10) working days after the conclusion of the meeting.
- 9.3.5 Fifth Step: The Superintendent shall issue a written response to the grievant and the Union Business Representative not later than ten (10) working days of receipt of the written recommendation from the fourth step.
- 9.3.6 Sixth Step:
- (a) The Union may appeal the grievance to arbitration by delivering a letter to that effect to the Superintendent not later than ten (10) working days after receipt of the decision at the fifth step. In the ten (10) working days following delivery of that letter, the parties may attempt to agree on an arbitrator to hear and determine the case. If no arbitrator has been selected by the end of those ten (10) working days, the Union must, within three (3) working days of the end of that period, mail a demand for arbitration to the American Arbitration Union (AAA) and a copy of said demand to the Superintendent. The Union shall send with the demand a letter to the AAA requesting that it send to each party a list of twenty (20) names of arbitrators. Within ten (10) working days of receipt of such list, each party shall return its copy of the list to the AAA with the names unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list of twenty (20) names and the foregoing procedure shall be repeated. If there is no mutual choice on the second list, the AAA shall name another person to serve as arbitrator, but he shall not be a person who is on either of the lists.
- (b) The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this Agreement.

- (c) The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party which incurs them.
- (d) The arbitrator shall have the power to determine whether the grievance is properly before him, and if so, to decide whether or not the Agreement has been violated as alleged in the grievance. In making his determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall have no power to add to, subtract from or modify the terms of this Agreement, or to review any matter which is reserved to the judgment or discretion of the District, the Board of Education, the Superintendent or any other District administrator. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement. The decision of the arbitrator shall be final and binding on the parties and the employees.

#### 9.4 Other Provisions:

- 9.4.1 No employee shall be subject to reprisal, intimidation, harassment, or coercion by any other employee, by the District or by the Union, or by any organization with which the Union is affiliated, because of having exercised their rights under this grievance procedure.
- 9.4.2 The grievance procedure set forth in this Article is the exclusive method for the resolution of claimed violations of the terms of this Agreement.
- 9.4.3 Before submitting a grievance, an employee shall consider whether his complaint about the action of the District could also be addressed by commencement of a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved, the employee must decide between submitting a grievance or commencing such a proceeding because it is hereby agreed that: (a) submitting a grievance bars the employee and the Union from then or later commencing any judicial, administrative or legislative proceeding involving the same action(s) of the District as is the subject of the grievance; and (b) commencing a judicial, administrative or legislative proceeding bars the employee and the Union from then or later submitting a grievance involving the same action(s) of the District as is the subject of the grievance.
- 9.4.4 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having a grievance informally adjusted without intervention of the Union. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respect be final, it shall not create a precedent or ruling binding upon either party unless consented to by the Union. The Union shall be notified of all such adjustments or grievances.

**ARTICLE 10A**  
**DISCIPLINE AND DISMISSAL -**  
**SECTIONS 75 AND 76 REPLACEMENT**

- 10A.1 The procedures set forth in this Article 10 are applicable only to those employees to whom Section 75 and 76 of the New York State Civil Service Law (and any successors thereto) would otherwise be applicable in the event of discipline or dismissal.
- 10A.2 The procedures set forth in this Article 10 are a complete replacement for the procedures set forth in Section 75 and 76 of the New York State Civil Service Law (and any successors thereto) for those employees who are covered by those provisions. For such employees, this procedure is applicable only after they have completed their probationary period with the District; provided, however, that if an employee is terminated and subsequently rehired by the District, this procedure does not again become applicable to that employee until the probationary period following rehire is completed.
- 10A.3 With respect to an employee who is subject to the procedures under this Article 10, the District shall not demote, suspend without pay, fine or discharge such employee without just cause.
- 10A.4 When such an employee is demoted, suspended without pay, fined or discharged by the District, written notice of such action and the District's reasons therefor shall be given to the employee at the time of that action or as soon thereafter as practicable, but in any case not later than the fifth (5<sup>th</sup>) working day after the District imposes such discipline or dismissal. The action of discipline or dismissal shall take effect immediately, or at a later date if so specified by the District. A copy of the written notice shall be given to the Union Business Representative as soon thereafter as is practicable.
- 10A.5 If the employee believes that the discipline or dismissal imposed upon him is without just cause and wishes to contest it, the employee must file a written grievance to that effect directly with the Superintendent not later than the tenth (10<sup>th</sup>) working day after the day on which the employee received the written notice of discipline or dismissal. Failure to submit a grievance by that time shall constitute acceptance of the discipline imposed. Not later than the tenth (10<sup>th</sup>) working day after the day on which the Superintendent receives the grievance, the Superintendent or his designee shall meet with the employee and a Union representative to discuss the grievance. Not later than the tenth (10<sup>th</sup>) working day following that meeting, the Superintendent shall transmit to the employee and the Union representative a written answer to the grievance.
- 10A.6 If the Union believes that the discipline or dismissal was without just cause, it may appeal the grievance to arbitration in accordance with the terms of paragraph 9.3(f)(1) of this Agreement, provided it does so not later than the tenth (10<sup>th</sup>) working day after the day on which the Superintendent's answer was received. The pendency of a grievance or arbitration concerning an act of discipline or dismissal shall not suspend the effectiveness of the disciplinary action or dismissal.



**ARTICLE 10B**  
**DISCIPLINE AND DISMISSAL -**  
**LABOR CLASS EMPLOYEES**

- 10B.1 The procedures set forth in this Article 10A are applicable only to employees holding a position in the labor class of the civil service who since their last date of hire have completed five (5) years of continuous service to the District.
- 10B.2 When such an employee is demoted, suspended without pay, fined or discharged by the District, written notice of such action and the District's reasons therefor shall be given to the employee at the time of that action or as soon thereafter as practicable, but in any case not later than the fifth (5<sup>th</sup>) working day after the District imposes such discipline or dismissal. The action of discipline or dismissal shall take effect immediately or at a later date if so specified by the District. A copy of the written notice shall be given to the Union Business Representative as soon thereafter as is practicable.
- 10B.3 If the employee believes that the discipline or dismissal imposed upon him is without just cause and wishes to contest it, the employee must file a written statement to that effect directly with the Superintendent not later than the tenth (10<sup>th</sup>) working day after the day on which the employee received the written notice of discipline or dismissal. Failure to submit a written statement by that time shall constitute acceptance of the discipline imposed. Not later than the tenth (10<sup>th</sup>) working day after the day on which the Superintendent receives the written statement, the Superintendent or his designee shall meet with the employee and a Union representative to discuss the employee's statement contesting the imposition of the discipline. Not later than the tenth (10<sup>th</sup>) working day following that meeting, the Superintendent shall transmit to the employee and the Union representative a written determination on the imposition of the discipline.
- 10B.4 The written determination of the Superintendent shall be final, and shall not be subject to the grievance procedure of this Agreement or to any other form of review or appeal.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

- 11.1 During an employee's first fiscal year of employment, the employee will receive one-half (1/2) day of sick leave per month worked. Starting the second fiscal year, the employee will receive one (1) sick day per month worked.
- 11.1.1 At the end of each fiscal year, any sick leave that has been earned but not used may be accumulated up to a maximum of 200 days.
- 11.1.2 Sick leave is to be used for the employee's own illness or doctor's appointment. In addition, an employee may use up to three (3) days in any fiscal year when a spouse, child, stepchild, parent, or parent-in-law, is seriously ill and needs to be cared for or has a doctor's appointment. Upon authorization from the

Superintendent, five (5) additional days may be used for such care. The District may require verification of the need for care to be given from the relative's doctor as a condition of such paid leave. If an employee has been on sick leave three or more consecutive work days, or if there are grounds to suspect abuse of sick leave, the District may require verification from the employee's treating physician as a condition of such paid leave.

- 11.1.3 When an employee is absent (whether paid or unpaid) because of illness or injury for a period of more than ten (10) work days, he will, at the discretion of the District, be subject to a physical examination by a physician designated by the District in order to establish his ability to return to work.
  - 11.1.4 If an employee leaves employment before the end of the fiscal year and has been paid for more sick days than he has earned as per 11.1.1, then an amount equal to the pay for the excess days used shall be deducted from his final paycheck.
  - 11.1.5 An employee who (a) has five (5) years or more service in the District, (b) notifies the Superintendent in writing of his plans to retire sixteen (16) months prior to the date the retirement will take effect, (c) submits a letter of resignation four (4) months prior to the date retirement will take effect, (d) does in fact retire on the date set forth in that notice and (e) if a member of the Employees' Retirement System, begins collecting retirement benefits at the time he stops working for the District, or if not a member, meets all of the qualifications to collect benefits, will receive an additional payment on the effective date of his retirement equivalent to ten dollars (\$10.00) per day for a full-time employee or five dollars (\$5.00) per day for a part-time employee for each of his unused sick leave days, up to the maximum accumulation allowed pursuant to paragraph 11.1.2 of this Agreement.
- 11.2 Employees shall be provided up to three (3) days of paid leave for bereavement purposes for each occurrence of death of a spouse, parent, step-parent, child, stepchild, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparents. The days shall be used for grieving at the time of death, the wake, the funeral, memorial service and/or burial, and will be determined by the employee. Such leave shall not be accumulated.
  - 11.3 The District will maintain disability insurance providing six (6) months of coverage. If the employee uses sick leave for part of the six (6) months, he shall be entitled to continue health insurance coverage for the period covered by the sick leave and will be credited with the portion of sick leave that is reimbursed by the insurance. The District shall have no responsibility to pay health insurance premiums for an employee receiving only disability benefits or otherwise not on the active payroll. It is the responsibility of the employee to apply for disability benefits.
  - 11.4 If an employee is off work due to a condition which is covered by Workers' Compensation, the District will contribute to the employee's health insurance premiums

under this Agreement for a period of three (3) months. If an employee uses sick leave during this period, he shall be credited with the portion of the leave reimbursed by the insurance.

- 11.5 Any period of leave under this Agreement which is also of a type covered by the FMLA shall be designated as FMLA leave.
- 11.6 Three (3) days per fiscal year may be used to accomplish personal business which cannot be taken care of at any other time. Personal leave days will be prorated for less than a full year of service. Such leave shall not be accumulated except as referred to in 11.6.1.
  - 11.6.1 Personal leave days not used will be credited at the end of the school year to sick leave, up to the maximum number of sick days allowed under 11.1.1.
  - 11.6.2 No more than two (2) employees from each building will be granted personal leave on the same day, unless a greater number is authorized by the Superintendent, or in the case of 11.14 above. If more people apply for leave than are allowed to go, applications will be granted in the order in which they were received.
  - 11.6.3 Except as provided in the following sentence, requests for personal leave must be submitted to the employee's Supervisor at least twenty-four (24) hours in advance on the forms provided by the District. In the event of an emergency which makes it impossible for the employee to give advance notice, the employee shall contact his Supervisor as soon as possible under the circumstances to secure approval for his absence, normally no later than the next work day following the absence. Normally, the District will advise an employee within two (2) school days after receipt of request for a personal leave day whether the day has been granted or denied.
  - 11.6.4 No absence for personal leave will be allowed during the week before the opening day of school or on the work day(s) before or after a vacation day, holiday, sick day, or recess (recess applicable only if the employee is off), or any other absence, whether excused or unexcused, except: (a) a personal leave day taken consecutively with a bereavement leave absence; (b) a personal leave day taken because of an emergency beyond the employee's control if approved by the Superintendent; (c) a personal leave day taken due to an emergency closing under 11.14 where the employee was not required by the Superintendent to report to work, or (d) a personal leave day scheduled for the Thursday before Memorial Day if the Friday before Memorial Day is rescheduled as a holiday after the personal day has been scheduled.
- 11.7 Employees shall receive pay for holidays as follows:

11.7.1 Twelve (12) month full-time employees shall receive 13 paid holidays as follows:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Patriots Day	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving (2 days)
	Christmas (2 days)

To reduce potential scheduling problems when excessive emergency closing days have been used by February 1, the District will have the option of scheduling the Patriots Day Holiday as a normal school work day; if that is done, then by April 30 the District will schedule the Friday before Memorial Day as a replacement holiday day unless all of the emergency closing days built into the school calendar for that year have been exhausted, in which event one additional vacation leave day will be added to eligible employees' vacation leave balance.

11.7.2 For all regular employees who are not twelve (12) month full-time employees, there will be six (6) paid holidays as follows:\*

Martin Luther King Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	New Years Day

\* Effective in the 2003-2004 school year, Columbus Day shall be added to the list, for a total of seven (7) paid holidays.

\* Effective in the 2004-2005 school year, Christmas Eve shall be added to the list, for a total of eight (8) paid holidays.

11.7.3 The District shall determine the day on which each holiday will be observed.

11.7.4 For each holiday, an employee shall be paid at his hourly rate for each straight-time hour that he would have normally worked had the day not been a holiday, provided that the employee actually works his regular hours on his last scheduled work day immediately preceding the holiday and his regular hours on his first scheduled work day immediately following the holiday.

11.8 On each July 1, twelve (12) month full-time employees shall receive vacation in the following manner, based on the anniversary date of employment that the employee will reach during that school year:

1* through 6 years	10 days*
7 through 13 years	12 days
14 through 20 years	15 days
21 or more years	20 days

\* On his first July 1, an employee who worked at least four (4) months before that date shall receive three-fourths (3/4) day per month for each month of service before July 1.

- 11.8.1 Employees will be paid at their regular hourly rate for each straight-time hour that they would normally have worked had they not been on vacation.
  - 11.8.2 Vacation days not used may be accumulated up to a maximum of twenty (20) days.
  - 11.8.3 No vacation may be taken during the week before the opening day of school unless it is approved in advance by the Superintendent.
  - 11.8.4 An employee leaving the employ of the District is entitled to compensation for accrued vacation time provided he has worked at least one full year for the District. Compensation will be on the number of days actually earned, prorated on a monthly basis if the employee leaves earlier than June 30th. If an employee leaving the District has already used more vacation than he has actually earned on a prorated basis, then an amount equal to the rate of pay for the excess days shall be deducted from his final pay.
- 11.9 If an employee is required to serve on a jury during his normal working hours, he shall be granted leave for such service and shall suffer no loss in straight time pay while on jury duty, provided he delivers to the District a document issued by the Court which shows the days and hours during which such service was rendered and signs over to the District all fees (not including travel or meal expenses) paid by the Court with respect to any day of jury duty for which the employee is to be paid by the District. The employee shall cooperate with the District in seeking a delay in jury duty if the District so requests.
- 11.10 Leaves of absence for military service will be granted as required by New York State Law governing military service and training.
- 11.11 Volunteer firefighters and EMS personnel may leave their positions, or not report to work, without loss of pay or leave time, when necessary to respond to emergency calls, up to ninety (90) hours per fiscal year for the entire bargaining unit. This time will not accumulate year to year. Whenever possible, the employee will notify the Supervisor before responding.
- 11.12 If an employee has a child enrolled in the District, he will suffer no loss of pay while absent from his duties to chaperone one school-related activity per year.
- 11.13 Unpaid leave may be granted only upon written approval of the Superintendent of Schools. In order to be granted such unpaid leave, the employee must submit a written application to the Superintendent of Schools. That application must include a statement of the reason for and the beginning and ending date of the requested leave. Unpaid leave shall not exceed one (1) year. During such leave, an employee shall receive no compensation or benefits under this Agreement.

11.13.1 An employee on an unpaid leave may not work for any other employers other than the one for which he was working immediately prior to the commencement of the leave, or another job no part of which is worked during hours of his school position.

#### 11.14

11.14.1 Through August 31, 2003, when school is closed for any emergency (e.g., snow day, water or sewer line break, or boiler problems), personal days may be used for such incidents unless the employee is required by the Superintendent to report to work.

11.14.2 Effective September 1, 2003, during each school year each employee shall have available one day of emergency closing leave which may be used when school is closed for any emergency (e.g., snow day, water or sewer line break, or boiler problems). When that day is used the employees shall be paid at their regular hourly rate for each straight-time hour that they would have worked had the day not been an emergency closing day. Employees required by the Superintendent to work on an emergency closing day will receive their pay for the emergency closing day and shall also be paid for all hours worked. If there is more than one emergency closing day in a school year, personal days may be used or the employees may take an unpaid day.

11.15 Part-time employees who work a regular schedule of days at a reduced number of hours shall accumulate leave time on a pro-rated basis using the number of hours they work on a regular work day as compared to a full-time employee. These employees shall be paid for a day of leave based on the regular scheduled hours for the day missed. Part-time employees who do not work every day shall accumulate leave on a pro-rated basis using the number of hours they work in a regular work week as compared to a full-time employee; these employees shall be paid for a day of leave based on the hours in their regular, straight-time work schedule.

### **ARTICLE 12** **TRANSPORTATION**

12.1 Final decisions on the assignment of all bus runs will be made by the District using the following procedures for drivers to express their interest in being assigned particular runs.

12.1.1 The terms of this Section shall be applicable to the assignment of the regular, daily bus runs, including short runs and shuttle runs.

12.1.2 A list of the runs for the school year and their estimated average times will be prepared by the Transportation Supervisor (or other person designated by the District) prior to the start of school. Drivers will be afforded an opportunity to bid on runs in the order of their seniority.

- 12.1.3 If a driver's run is abolished during the course of a school year and that driver is not the least senior driver, then that driver shall assume the run made available by the layoff or reduction in position of the least senior driver and shall also have the opportunity to express interest in any regular bus run which becomes available for assignment during the course of that school year.
- 12.1.4 If the modification of a run during the school year results in that run being extended in excess of sixty (60) minutes per day, and/or five (5) hours per week, that run shall be made available to all drivers with more seniority than the driver who originally bid the run. The driver who originally bid the run will then switch runs with the more senior driver for the remainder of the year, and all other driving assignments will remain the same.
- 12.1.5 If a driver disagrees with a decision of the District on the assignment of a bus run, the driver may submit to the Superintendent of Schools a written statement of the reasons for the driver's disagreement. The Superintendent of Schools will refer the written statement to the Labor/Management Committee for its review and recommendation. Once the Superintendent has received that recommendation, the Superintendent of Schools will make a final decision on the bus run assignment. This decision shall not be subject to the grievance and arbitration procedure of this Agreement unless the Labor/Management Committee meets a second time and a majority of the Committee vote to disagree with the Superintendent's decision.
- 12.2 A driver will be told when a video camera is being used on his bus, unless the camera is being used to investigate employee misconduct.
- 12.3 The terms of this paragraph shall be applicable to the assignment of extra trips. An extra trip is a field trip, an athletic trip or any other trip not normally a part of the regularly scheduled runs. If a driver is interested in driving extra trips, an Extra Driving Request Form must be completed and returned to the Supervisor of Transportation (or other person designated by the District) by the first day of school. Any driver refusing an extra trip, without written justification (submitted no less than 2 work days after the refusal) acceptable to the Transportation Supervisor more than three times in a school year will have his name removed from the list of drivers for extra trips unless a special request is presented to and approved by the Transportation Supervisor (or other person designated by the District). In the event no driver from the trip list wheel accepts, the Transportation Supervisor will assign the extra trip from the drivers list.
- 12.3.1 If a driver is requested to remain with a bus in excess of six hours and this time includes what would normally be a main meal hour, the driver may turn in a receipt for reimbursement for one meal not to exceed \$6.45 for lunch or \$9.05 for dinner.
- 12.3.2 If an extra trip is canceled after the driver has reported to the bus garage but before the trip has departed from the District, the driver will be paid for one

hour at the Extra Trip Rate or shall receive his compensation for a regular run which was given up to take the extra trip, whichever amount is greater.

- 12.3.3 If an extra trip is canceled after the bus has arrived at its destination, the driver will be paid for his actual hours on the extra trip at the Extra Trip Rate or shall receive his compensation for a regular run which was given up to take the extra trip, whichever amount is greater.
- 12.4 Upon presentation of a receipt, drivers will be reimbursed for any tolls, fuel or repairs which were necessarily incurred in the course of an approved trip.
- 12.5 When a driver is required to appear in court as a result of a summons issued to another motorist involving an incident occurring during their duties as a driver of the District, the driver will be paid Ten Dollars (\$10.00) for such court appearance. No payment shall be made if the driver was also charged in any manner in connection with the incident.
- 12.6 Driver Requirements:
  - 12.6.1 Requirement for Fingerprinting: All drivers shall cooperate in the fingerprinting required by the Department of Motor Vehicles as a condition of employment. The cost of the fingerprinting procedure will be paid by the District.
  - 12.6.2 Defensive Driving Review: All drivers shall attend the "Defensive Driving Review," the "Behind the Wheel Road Test" and the written test when required by the District, and shall be paid at the Extra Trip Rate for any time in attendance.
  - 12.6.3 Safety Meetings: All drivers shall attend two (2) safety meetings per school year conducted by the District or a designated organization as required by State regulation. Drivers attending such meetings will be compensated at the Extra Trip Rate for attendance at each session.
  - 12.6.4 State Education Department Required Training: All new drivers shall complete the required twenty (20) hours of instruction of Basic Driver Training as required by State regulation. Upon submission of proof of successful completion of the course, a payment of seventy-five dollars (\$75.00) will be made to the new driver.
  - 12.6.5 Special Meetings: Drivers shall attend meetings called by the Transportation Supervisor (or other person designated by the District). Compensation for time at these meetings shall be paid at the Extra Trip Rate.
  - 12.6.6 Annual Physical Examination and Physical Agility Testing: Employees required to take the physical agility test or to undergo a physical examination shall be compensated for the time spent taking the examination or test at the Extra Trip Rate. An employee required to take the physical agility test but fails such test shall be entitled to only a single re-test at District expense.



12.6.7 Pre-Trip and Post-Trip: Drivers will record the exact time of departure and arrival back at the bus garage, plus the necessary time to prepare the bus and post-trip the bus, up to a maximum of ten (10) minutes in each case (five (5) minutes to post trip a passenger car). If more time is needed to post-trip a vehicle than allowed under the previous sentence, the Transportation Supervisor will be notified and shall approve such time as he deems necessary. Drivers shall be allowed no more than five (5) minutes after departure to arrive at any District building for loading.

12.7 Drug and Alcohol Testing:

12.7.1 Safety sensitive employees (as defined in the applicable statute and regulations) shall cooperate in all respects in controlled substance and alcohol testing as prescribed by the District.

12.7.2 Responsibility for scheduling of random controlled substance and alcohol test will not generally be assigned to an employee subject to such test.

12.7.3 In the case of a test for reasonable suspicion or after an accident, the District will make arrangements for transportation of the employee to and from the test site. In the case of random testing, the District will make available a single vehicle to be driven to the test site by one of the employees to be tested.

12.7.4 Safety sensitive employees shall report as directed for all controlled substance and/or alcohol testing. Random testing shall be scheduled during regular work hours, provided enough employees are available to fill the vacated bus runs; if not, safety sensitive employees will report after their bus run. An employee required to undergo random controlled substance and/or alcohol testing shall be compensated for the time spent in such testing (up to a maximum of two (2) hours, unless there is verification of a delay outside of the employee's control) or the run lost, whichever is greater, at his regular rate of pay.

12.7.5 The District will assume the testing cost of all controlled substance and alcohol tests, as well as any training which the District elects to provide.

12.7.6 If an employee receives a positive result for a controlled substance test and is awaiting the result of a re-analysis of the sample, the employee shall be placed on an unpaid leave of absence. In the event the re-analysis of the sample is confirmed negative, the District shall reimburse the employee for all days of work missed and the record of the employee's attendance shall be changed to approved absence with pay.

12.7.7 Any employee who receives a confirmed positive result for a controlled substance or alcohol test shall be subject to administrative and/or disciplinary action, up to and including discharge. The imposition of any discipline other than discharge, up to a maximum suspension without pay for a period of three (3) months, may be effected by the District without the need for procedures under Section 75 of the New York State Civil Service Law and/or any

applicable provisions of this Agreement (before or after discipline is imposed), all of which procedures are waived. The discharge of an employee may also be effected without the need for procedures under Section 75 of the New York State Civil Service Law, but if the employee believes that the finding of a confirmed positive test result is erroneous, the employee may file a grievance under this Agreement contesting only the validity of the positive test results, and the right to file a grievance on any other issue is waived. In the grievance and arbitration procedure, the only issue shall be the validity of the positive test result and the burden of proof shall be on the employee. If it is determined that the positive test result was valid, the arbitrator shall have no authority to alter the decision of the District imposing discharge as a consequence for the positive test result.

- 12.7.8 An employee who receives a confirmed positive result for a controlled substance or alcohol test may be allowed a period of time for rehabilitation at the District's discretion. When an employee is allowed such a period for rehabilitation, he shall be deemed to be suspended without pay during that time, but if the employee is currently enrolled in the District's health insurance, he shall be entitled to continue the receipt of health insurance benefits under the terms of this Agreement for the period of rehabilitation allowed by the District. At the conclusion of any period allowed for rehabilitation, the employee may be returned to work under conditions prescribed by the District (such as mandatory AA meetings, mandatory outpatient care, and continued drug and alcohol testing) or the District may take action in accordance with the preceding paragraph, at the discretion of the District.
- 12.7.9 Information concerning the participation of unit members in the controlled substance and drug testing program shall be accorded the confidentiality required by the applicable statutes and regulations.
- 12.7.10 In the above sub-paragraphs, a "confirmed positive result" is (a) a positive result which also is positive on re-analysis or (b) a positive result which was not subject to re-analysis by the employee's default.

### **ARTICLE 13**

#### **HEALTH CARE COVERAGE**

- 13.1 The District's health care coverage program shall be made available to all employees. The eligibility of employees for coverage shall be governed by the rules and regulations of each health care provider.
- 13.2 The forms of health care coverage available through the District's program shall be as follows:
- 13.2.1 Blue Cross and Blue Shield (insurance)

13.2.2 Community Blue (HMO).

13.3 \*For employees who were in the employ of the District and receiving District health care coverage on December 1, 2002, effective October 1, 2003, the District will contribute toward the monthly premium for such coverage as follows:

13.3.1 For employees who have a regular work schedule of twelve (12) months per year and forty (40) hours per week, the District will contribute ninety-five percent (95%) of the monthly premium for the Community Blue coverage, family or single as the case may be.

13.3.2 For employees who do not qualify under 13.3.1, above, but who have a regular work schedule of at least ten (10) months per year and thirty-two (32) hours per week, the District will contribute eighty-five percent (85%) of the monthly premium for the Community Blue coverage, family or single as the case may be. (See Side Letter)

13.3.3 For employees who do not qualify under 13.3.1 or 13.3.2 above, but who have a regular work schedule of at least ten (10) months per year and twenty (20) hours per week, the District will contribute sixty-five percent (65%) of the monthly premium for the Community Blue coverage, family or single as the case may be. (See Side Letter)

13.3.4 If the premium for an employee's coverage is less than the amount required to be contributed under the above provisions, the District's contribution shall be limited to the amount of the premium.

13.3.5 If the premium for an employee's coverage is greater than the amount required to be contributed under the above provisions, the employee's share shall be paid by payroll deduction.

\*Through September 30, 2003, paragraphs 13.3 and 13.4 of the District's 1999-2001 Agreement with the Holland Support Staff Union shall govern the District's contributions to health care premiums.

13.4 \*For employees who were not receiving health care coverage from the District on December 1, 2002, effective October 1, 2003, the District will contribute toward the monthly premium for such coverage as follows:

13.4.1 For employees who have a regular work schedule of twelve (12) months per year and forty (40) hours per week, the District will contribute seventy-five percent (75%) of the monthly premium for the Community Blue coverage, family or single as the case may be.

13.4.2 For employees who do not qualify under 13.4.1, but who have a regular work schedule of at least ten (10) months per year and thirty-two (32) hours per week, the District will contribute seventy percent (70%) of the monthly premium for the Community Blue coverage, family or single as the case may be.

- 13.4.3 For employees who do not qualify under 13.4.1 or 13.4.2, above, but who have a regular work schedule of at least ten (10) months per year and twenty (20) hours per week, the District will contribute forty-five percent (45%) of the monthly premium for the Community Blue coverage, family or single as the case may be.
- 13.4.4 If the premium for an employee's coverage is less than the amount required to be contributed under the above provision, the District's contribution shall be limited to the amount of premium.
- 13.4.5 If the premium for an employee's coverage is greater than the amount required to be contributed under the above provisions, the employee's share shall be paid by payroll deduction.

\*Through September 30, 2003, paragraphs 13.3 and 13.4 of the District's 1999-2001 Agreement with the Holland Support Staff Union shall govern the District's contributions to health care premiums.

- 13.5 If two staff members are married to each other and have children, and either or both staff members are eligible for health care coverage, the District shall provide health care coverage only to the extent of one family plan. If two staff members are married to each other and do not have children, and either or both are eligible for health care coverage, neither shall be entitled to a family plan, but each shall be entitled to single coverage. An employee shall not be entitled to coverage under the District's health care program if the employee is otherwise covered under a comparable form of health care coverage. No employee shall be entitled to cover a dependent or a spouse under a District health care program if the dependent or spouse is covered by non-District health care coverage. The term "covered" shall mean that the person [employee, dependent or spouse] is named as a participant under any single or family health insurance plan. All employees shall annually file with the business office an affidavit provided by the District attesting the employee and any covered dependent or spouse is not covered by another medical plan.
- 13.6 Except as may be explicitly provided elsewhere in this Agreement, the District shall have no obligation to contribute toward health care coverage premiums while an employee is not on the active payroll of the District (e.g., on unpaid leave, under disability insurance coverage, etc.).
- 13.7 The District shall continue to make available to the employees in this unit the Section 125 Cafeteria Plan currently in effect for other employees of the District. That Plan will make provision for coverage of at least unreimbursed medical expenses and dependent care costs. Funding of Plan benefits shall be solely through employee salary reduction contributions. Annual costs of administration shall be borne by the District.

**ARTICLE 14**  
**COMPENSATION**

- 14.1 Each employee in the employ of the District on the date of ratification by the Union and each former employee who retired from the District (i.e., permanently ended his or her employment and immediately began receipt of benefits from the New York State Employees Retirement System or resigned with more than twenty (20) years of service but was not enrolled in ERS) between July 1, 2001 and the ratification date will have his or her hourly rate increased by \$0.65 as of July 1, 2001 and by \$0.60 as of July 1, 2002. Each employee shall thereafter have his or her hourly rate increased by \$0.50 on July 1, 2003 and by \$0.55 on July 1, 2004.
- 14.2 The starting wage rate for each job title is set forth in Appendix A to this Agreement. An employee shall be hired at no less than the starting rate applicable to his or her job title, and beginning the following July 1 shall receive an increase as specified in paragraph 14.1. If an employee is hired at a rate which is greater than the rate of one or more current employees in the same job title, the rate of the current employee(s) shall be increased to a new employee's starting rate on the day the new employee begins work.
- 14.3 As of July 1, 1999, an employee shall be eligible for a longevity payment in accordance with the following schedule:
- 14.3.1 On the anniversary date of the employee's completion of twelve (12) years of full and continuous service, an additional sixty cents (\$.60) per hour;
- 14.3.2 On the anniversary date of the employee's completion of seventeen (17) years of full and continuous service, an additional sixty (\$.60) per hour.
- 14.4 Bus Drivers shall be paid at their regular hourly rate for all regular school transportation runs, including late bus runs. For extra trips and all other requirements of training, etc., bus drivers shall be paid \$10.50 per hour (\$11.00 effective September 1, 2003, and \$11.50 effective September 1, 2004). This rate shall be called the Extra Trip Rate.
- 14.5
- 14.5.1 If the District needs to assign an employee in one job title to work in another temporarily, it will first seek volunteers. If there are no available volunteers capable of performing the work, the District will assign the least senior available employee capable of performing the work. When an employee is working out of title, he shall be paid the rate of pay for his regular job and if the out of title assignment is in a higher numbered job title as indicated in the list below, an additional \$1.25 per hour for the duration of the assignment.

<u>Number</u>	<u>Job Title</u>
4	Account Clerk Typist
3	Auto Mechanic
4	Auto Mechanic Crew Chief
3	Bus Attendant
4	Bus Drive
2	Cleaner
2	Clerk
3	Clerk Typist
3	Cook
4	Cook Manager
4	Custodian
2	Food Service Helper
3	Head Grounds Worker
2	Grounds Worker
5	Head Bus Driver
3	Laborer
3	Laborer/Courier
4	Maintenance Mechanic Crew Chief (Buildings)
3	Maintenance Mechanic Helper (Buildings)
4	Painter
5	Registered Professional Nurse
3	School Monitor
5	Senior Account Clerk
4	Senior Clerk Typist
4	Teacher Aide

14.5.2 If the District needs to assign an employee to a different building or shift temporarily, it will first seek volunteers. If there are no volunteers available, the District will assign the least senior employee to the other building or shift.

14.6 An employee is entitled to overtime compensation when the employee (a) works more than forty (40) hours in a work week, or (b) works more than eight (8) hours in a work day and does not request or consent to a schedule adjustment as a result of having worked more than eight (8) hours in a work day.

14.6.1 When an employee is entitled to overtime compensation, one of the following will occur:

- (a) The employee will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of compensation. If the employee has worked at more than one rate of pay during the work week in question, the employee will be paid overtime at the rate in effect during the work hours which caused the employee to be entitled to overtime compensation.

- (b) The employee and the employee's supervisor may agree that instead of the payment to be made pursuant to (a) of this provision, the employee shall be provided with compensatory time off ("comp time") at the rate of one and one-half (1½) times the number of overtime hours for which comp time is to be provided. An employee may not accumulate more than twenty-four (24) hours of comp time. All comp time shall be used on days mutually agreed upon by the employee and the employee's supervisor, but shall not be used during the week preceding the opening day of school. When the employee and the supervisor have agreed on the provision of comp time instead of overtime pay, that fact will be appropriately reflected on the employee's timesheet.
- 14.6.2 There shall be no pyramiding of overtime compensation.
- 14.6.3 The scheduled work hours of an employee will not be altered for the purpose of avoiding payment of overtime, unless the employee requests or consents to the alteration of his work hours.
- 14.7 All employees will be guaranteed a minimum of one (1) hour of pay each time they report for work due to being scheduled or called in.
- 14.8 Employees authorized by the Superintendent to chaperone at school functions other than athletic, concerts, plays, etc. shall be paid \$29.21 per function.
- 14.9 A lump-sum payment of \$200 will be made in the final paycheck of the school year to any regular full-time employee who does not use a personal or sick day during a complete school year. A lump-sum payment of \$100 will be made in the final paycheck to any regular full-time employee who uses only one or any fraction of one personal or sick leave day during a complete school year. A regular part-time employee who qualifies under either of the previous two sentences shall be paid one-half (1/2) of the payment for a full-time employee (\$100 and \$50, respectively).
- 14.10 Employees required by the District to use their own vehicle, by specific authorization of their supervisor, shall be reimbursed at the mileage rate established by the Board of Education.
- 14.11 Transportation employees required to use their own tools shall receive a \$200.00 allowance per school year, to be paid upon submitting of receipt for tools purchased.
- 14.12 Transportation Mechanics will be provided uniforms through a uniform service provider.
- 14.13 The plan provided by the District pursuant to the New York State Employees' Retirement System shall be 75-I for Tiers 1 and 2, A14 for Tier 3 and A15 for Tier 4, with option 41(j).
- 14.14 All employees are required to keep a daily record of time worked. Each employee must submit on a bi-weekly basis a time sheet provided by the District. The employee must sign the sheet to attest to the accuracy of the information.

**ARTICLE 15**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

- 15.1 If either party desires to negotiate a successor to this Agreement, it shall notify the other party in writing not later than March 1st of the last fiscal year of this Agreement.
- 15.2 No less than two weeks following the transmittal of the notice pursuant to paragraph 15.1 of this Agreement, the party giving such notice shall deliver to the other party its proposals for a successor agreement. No later than thirty days following that transmittal, the other party shall transmit to the party giving the notice its proposals for a successor to this Agreement.
- 15.3 Each party shall transmit, with the proposals required by paragraph 15.2 of this Agreement, the name, address and telephone number (s) of its principal spokesperson for collective negotiations. All correspondence with respect to the negotiations shall be conducted between the principal spokesperson.
- 15.4 After the exchange of proposals required by paragraph 15.2 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counterproposals with respect to the subject matter of the other party's proposals. Such modification of proposals and such counterproposals must be reduced to writing by a party making them upon request of the other party.
- 15.5 Following the transmission of proposals as required by paragraph 15.2 of this Agreement, the parties shall meet to begin collective negotiations at a mutually agreed date and time. At that meeting and at each subsequent meeting, the parties shall set the date for the next collective negotiation meeting. Negotiations shall take place at a location mutually agreed by the parties.
- 15.6 Each provision of a new or modified agreement which has been agreed to by the negotiation teams of both parties, as evidence of such agreement, shall be reduced to writing, dated with the date upon which agreement was reached, and initialed by the principal spokesperson of each party.
- 15.7 The agreements reached by the negotiations teams must be presented for ratification to (a) the Board and (b) the membership of the Union. The agreements shall become binding upon the parties according to their terms once these approvals have been obtained. As evidence thereof and as soon as practicable thereafter, they shall be reduced to the form of a successor agreement and executed by the Superintendent and the Union Business Representative.



**ARTICLE 16**  
**TERM**

This Agreement shall be effective as of 12:01 A.M. on January 1, 2003, and shall continue in effect through 12:00 midnight on June 30, 2005.

Signed and Agreed to by:

Bren T. Preegs

Interim Superintendent, Holland Central School District

4/11/03

Date Signed

Richard Zygnitz

Union Business Representative

4/19/03

Date Signed

## APPENDIX A

<u>JOB TITLE</u>	<u>STARTING RATE</u>
Auto Mechanic Crew Chief	14.80
Auto Mechanic	13.55
Auto Mechanic Helper	10.75
Account Clerk Typist	10.45
Cleaner	7.60
Clerk	8.10
Clerk-Typist	8.89
Senior Clerk-Typist	9.60
Custodian	10.10
Grounds (Head)	14.60
Groundswoker	12.75
Laborer (includes Courier/Laborer)	8.10
Maintenance Mechanic Crew Chief	14.75
Maintenance Mechanic	14.10
Maintenance Mechanic Helper	11.70
Registered Nurse	12.60
School Monitor	6.70
Teacher Aide	7.25
Bus Driver	9.70
Head Bus Driver	11.85
Cook	7.95
Cook Manager	9.60
Food Service Helper	6.75
Offset Machine Operator	9.60
Computer Support Technician	12.60

**SIDE LETTER**

The Holland Central School District and Teamsters Local #264 agree that, notwithstanding the terms of the Collective Negotiations Agreement between the parties, for so long as John Matthewson and Alberta Stevenson remain employed in 12 month, 40 hour per week positions and continue their health insurance coverage through the Blue Cross/Blue Shield program of the District, the District shall contribute 90% of the monthly premium and the employees shall contribute 10% of the monthly premium by payroll deduction; and so long as David Custer remains employed in a 10 month, 20 hour per week (minimum) position and continues his health insurance coverage through the Blue Cross/Blue Shield program of the District, the District shall contribute 54% of the monthly premium and the employee shall contribute 46% of the monthly premium by payroll deduction; and so long as Kathy Yount remains employed as Cook Manager, for insurance purposes she is considered a 12-month, full-time employee.

**DISTRICT**

Brian T. Pinski  
Dated: 4/11/03

**UNION**

Richard Zappala  
Dated: 4/15/03

## SIDE LETTER

The District and the Union agree that effective February 1, 2003, the District will distribute weekend extra work among the employees in the Buildings and Grounds Department pursuant to the following procedures:

1. Employees interested in receiving the opportunity to work such extra hours shall sign a volunteer sheet maintained by the Superintendent of Buildings and Grounds. An employee may place his name on the volunteer sheet only once in each school year. An employee who has placed his name on the volunteer sheet may remove it at any time.
2. Assignments of weekend extra work for the Buildings and Grounds Department will be distributed among the persons on the volunteer sheet as equitably as practicable, with the express understanding that in order to be offered such an assignment, an employee must be qualified to perform the work at issue. In making such assignments, the District may also consider the employees' reliability and/or familiarity with the building and/or function at issue. In determining the equitability of the distribution of the extra work, an employee's refusal of an assignment and the inability to contact an employee shall be treated in the same manner as an assignment of such extra work.
3. If all of the employees on the volunteer sheet refuse a particular extra work assignment, it shall be assigned to the least senior employee qualified to perform the work at issue; if the situation arises again, the assignment shall be made to the next least senior employee qualified to perform the work at issue, and that process shall be repeated as many times as the situation arises.
4. The Superintendent of Buildings and Grounds and the Union Business Representative or designee shall review the overtime assignments made under this procedure at mutually agreeable intervals and shall discuss whether they believe that the assignments are being distributed as equitably as practicable. The terms of the Side Letter shall not be subject to the grievance and arbitration procedure of the Collective Bargaining Agreement. If there is an issue on the equitability of the distribution of this extra work, it may be raised with the Business Administrator.
5. The terms of this Side Letter shall not continue beyond June 30, 2005, in this or modified form, unless an agreement to that effect is set forth in writing and signed by both the District and the Union.

DISTRICT

Brian T. Preece

Dated: 4/11/03

UNION

Richard Zepitz

Dated: 4/15/03

**SIDE LETTER**

The District and the Union agree that the amount of the District contribution to health insurance premiums under paragraph 13.3.2 and 13.3.3 shall not be less than the amount contributed by the District for these employees on December 1, 2002.

**DISTRICT**

Brent T. Puccio  
Dated: 4/11/03

**UNION**

Richard Zyzanski  
Dated: 4/15/03

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE	.....	2
ARTICLE 1	RECOGNITION	
1.1	Recognition Clause .....	2
1.2	Employees Covered by Agreement .....	3
ARTICLE 2	DEFINITIONS	
2.1	Definitions.....	3
ARTICLE 3	INTERPRETATION AND LEGAL EFFECT	
3.1	Interpreting this Agreement.....	4
3.2	Provisions of Agreement Severable .....	4
3.3	No Past Practice .....	5
3.4	Taylor Law Statement .....	5
3.5	Waiver of Negotiations .....	5
3.6	Amendments .....	5
3.7	Updating of Agreement .....	5
ARTICLE 4	UNION RIGHTS AND RESPONSIBILITIES	
4.1	Labor-Management Committee .....	5
4.2	Chief Union Steward.....	6
4.3	Union Representative .....	6
4.4	Union Use of School Building .....	6
4.5	List of Union Reps. to Supt.....	6
4.6	Distribution of Union Information .....	6
4.7	Meetings During Work Hours.....	6
4.8	No Strike Clause .....	6
ARTICLE 5	DISTRICT RIGHTS AND RESPONSIBILITIES	
5.1	Management Rights .....	7
5.2	Changes in District Policies, etc.....	7
5.3	ADA Compliance.....	7
5.4	Procedures for Subcontracting .....	8
ARTICLE 6	PAYROLL DEDUCTIONS AND AGENCY FEE	
6.1	Union Dues Deductions .....	8
6.2	Agency Fee Deductions.....	8
6.3	Transmittal of Deductions to Union.....	8
6.4	Voluntary Deductions .....	8
6.5	District Held Harmless.....	9

**ARTICLE**

**PAGE**

**ARTICLE 7 PERSONNEL MATTERS**

7.1 Job Descriptions ..... 9

7.2 Posting of Vacancies ..... 9

7.3 Request for Transfer ..... 9

7.4 Personnel File ..... 9

7.5 Formal Evaluation Procedures ..... 9

7.6 Annual Notice of Wages and Benefits ..... 9

7.7 Summer Work ..... 10

7.8 Break Time ..... 10

7.9 Meal Breaks ..... 10

**ARTICLE 8 NON-COMPETITIVE AND LABOR CLASS EMPLOYEES - SENIORITY RIGHTS**

8.1 Application of Article ..... 10

8.2 Separate Application to Full-Time and Part-Time Employees ..... 10

8.3 Seniority ..... 10

8.4 Probationary Employees ..... 11

8.5 Accrual of Seniority ..... 11

8.6 Loss of Seniority/Termination ..... 11

8.7 Reduction in Staff ..... 11

8.8 Recall from Layoff ..... 11

**ARTICLE 9 GRIEVANCE PROCEDURE**

9.1 General Provisions ..... 11

9.2 Timelines ..... 12

9.3 Procedures ..... 12

9.4 Other Provisions ..... 14

**ARTICLE 10A DISCIPLINE AND DISMISSAL - SECTIONS 75 AND 76 REPLACEMENT**

10A.1 Application ..... 15

10A.2 Replacement for Sections 75 and 76 ..... 15

10A.3 Just Cause ..... 15

10A.4 Written Notice of Discipline/Dismissal ..... 15

10A.5 Grievance Contesting Discipline/Dismissal ..... 15

10A.6 Arbitration Concerning Discipline/Dismissal ..... 15

**ARTICLE 10B DISCIPLINE AND DISMISSAL - LABOR CLASS EMPLOYEES**

10B.1 Application ..... 16

10B.2 Written Notice of Discipline/Dismissal ..... 16

10B.3 Written Statement to Contest Discipline/Dismissal ..... 16

10B.4 Decision of Superintendent Final ..... 16

**ARTICLE**

**PAGE**

ARTICLE 11	LEAVES OF ABSENCE	
11.1	Sick Leave.....	16
11.2	Bereavement Leave.....	17
11.3	Disability Insurance.....	17
11.4	Workers' Compensation.....	17
11.5	Family and Medical Leave Act.....	18
11.6	Personal Leave.....	18
11.7	Holidays.....	18
11.8	Vacation.....	19
11.9	Jury Duty.....	20
11.10	Military Duty.....	20
11.11	Firefighter and EMS Leave.....	20
11.12	Leave to Chaperone Child's Class.....	20
11.13	Unpaid Leave.....	20
11.14	Emergency Closing Days.....	21
11.15	Part-Time Employees.....	21
ARTICLE 12	TRANSPORTATION	
12.1	Assignment of Bus Runs.....	21
12.2	Use of Video Cameras.....	22
12.3	Assignment of Extra Trips.....	22
12.4	Tolls, Fuel, Repairs.....	23
12.5	Court Appearance.....	23
12.6	Driver Requirements.....	23
12.7	Drug and Alcohol Testing.....	24
ARTICLE 13	HEALTH CARE COVERAGE	
13.1	Availability/Eligibility.....	25
13.2	Coverage Offered.....	25
13.3	Premiums - Employees With Coverage 12/1/02.....	26
13.4	Premiums - Employees Not Covered 12/1/02.....	26
13.5	Staff Members Married.....	27
13.6	Employees Not on Active District Payroll.....	27
13.7	123 Cafeteria Plan.....	27
ARTICLE 14	COMPENSATION	
14.1	Wage Increases.....	28
14.2	Starting Wage Rates.....	28
14.3	Longevity.....	28
14.4	Bus Drivers.....	28
14.5	Out of Title Work.....	28



**ARTICLE**

**PAGE**

14.6	Overtime.....	29
14.7	Guaranteed Hours.....	30
14.8	Chaperoning.....	30
14.9	Attendance Bonus.....	30
14.10	Mileage.....	30
14.11	Tool Allowance.....	30
14.12	Uniforms.....	30
14.13	Retirement Plans.....	30
14.14	Record of Time Worked.....	30
<b>ARTICLE 15</b>	<b>NEGOTIATION OF SUCCESSOR AGREEMENT</b>	
15.1	Notification.....	31
15.2	Transmittal of Proposals.....	31
15.3	Spokespersons for Negotiations.....	31
15.4	Modification or Withdrawal of Proposals.....	31
15.5	Negotiations Meetings.....	31
15.6	Agreed-Upon Provisions.....	31
15.7	Ratification of Successor Agreement.....	31
<b>ARTICLE 16</b>	<b>TERM.....</b>	<b>32</b>
<b>APPENDIX A</b>	<b>STARTING RATES.....</b>	<b>33</b>
<b>SIDE LETTER - Weekend Overtime Distribution</b>		
<b>SIDE LETTER - Health Insurance (1)</b>		
<b>SIDE LETTER - Health Insurance (2)</b>		