

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

Contract Database Metadata Elements

Title: **Hermon-DeKalb Central School District and Hermon-DeKalb Central School Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO (2008) (MOA)**

Employer Name: **Hermon-DeKalb Central School District**

Union: **Hermon-DeKalb Central School Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/2008**

Expiration Date: **06/30/2012**

PERB ID Number: **5244**

Unit Size: **28**

Number of Pages: **36**

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/>

AGREEMENT

between

HERMON-DEKALB BOARD OF EDUCATION

and

CSEA LOCAL 1000 AFCME, AFL-CIO

July 1, 2008 - June 30, 2012

28 - Employees

Table of Contents

		Page
Article I	Agreement	1
Article II	Purpose and Intent	1
Article III	Recognition	1
Article IV	Areas for Discussion and Agreement	3
Article V	Sick Leave and Personal Leave	3
Article VI	Court Attendance	6
Article VII	Vacations and Holidays	6
Article VIII	Retirement and Hospitalization	7
Article IX	Duties	10
Article X	Disciplinary Action	11
Article XI	Transportation	11
Article XII	Grievance Procedure	15
Article XIII	Unemployment	16
Article XIV	Seniority and Posting	16
Article XV	Emergency Closings	17
Article XVI	Personnel Records	17
Article XVII	Tuition Waiver	17
Article XVIII	Salary	18
Article XIX	Labor-Management Committee	18
Article XX	Implementation	19
Article XXI	Negotiations and Termination Date	20

ARTICLE I - AGREEMENT

This Agreement, made and entered into this 2nd day of February, 2008, by and between the Board of Education of Hermon-DeKalb (hereinafter referred to as the "Board") and CSEA Local 1000 AFCME, AFL-CIO (hereinafter referred to as the "Unit").

ARTICLE II - PURPOSE AND INTENT

The Board and Unit agree that it is their joint responsibility and primary function to assure that each child in the Hermon-DeKalb School receives the best possible education available. It is the intent and purpose of this Agreement to further this primary function by setting forth understanding in the area of terms and conditions of employment.

The representatives of the Board and Unit understand that all Board policies involving service staff, not specifically covered in this Agreement, remain in effect. Any part of this Agreement which might contradict established Board policy will supercede said policy.

ARTICLE III - RECOGNITION

- A. The Hermon-DeKalb Central School District Board of Education recognizes CSEA Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative for all non-teaching and non-administrative personnel including bus drivers (including senior driver), mechanics, secretarial staff, aides, cafeteria staff, custodial and maintenance staff, transportation monitors, dispatcher, and the school nurse; however, the following three positions are excluded from the Unit: the Superintendent's secretary, the cafeteria supervisor, and the maintenance and transportation supervisor.
- B. The Civil Service Employees' Association, Inc., shall have exclusive rights to payroll deduction of dues. Such dues and premiums shall be remitted to the Civil Service Employees' Association, Inc., 145 Washington Avenue, Albany, New York, 12210, on a payroll period basis.

C. The Civil Service Employees' Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees' Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees' Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees' Association, Inc., 145 Washington Avenue, Albany, New York, 12210.

D. On the effective date of this Agreement, the employer shall supply to the Hermon-DeKalb CSEA (Unit) a list of all employees in the bargaining unit showing each employee's full name, home address, social security number, job title, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Hermon-DeKalb CSEA yearly.

The employer shall supply to the Hermon-DeKalb CSEA (Unit), on a quarterly basis, the names and dates of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment.

E. The Board shall be responsible for providing each employee with a copy of this Agreement.

F. The Union and its designated agents shall have sole and exclusive right of access to members of the bargaining unit during working hours to administer this Agreement and to explain Civil Service Employees' Association-sponsored benefits and programs.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees' Association, Inc., shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Hermon-DeKalb School District.

G. The bargaining unit will have a total of five (5) days per year for union leave. Members taking such leave will give the District 48 hours notice.

ARTICLE IV - AREAS FOR DISCUSSION AND AGREEMENT

- A. This recognition constitutes an agreement between the Board and the Unit to reach a written agreement regarding matters related to terms and conditions of employment. The Board and the Unit recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Hermon-DeKalb Public School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities. The Board recognizes that the Unit cannot compromise its rights granted under Article 14 of the State Civil Service Law.

ARTICLE V - SICK LEAVE AND PERSONAL LEAVE

- A. Twelve month employees and ten month employees hired before November 1, 1991 shall receive 14 sick days per year; ten month employees hired after November 1, 1991 shall receive 12 sick days per year. Unused sick days may accumulate to a maximum of two hundred (200) days.
- B. Sick leave includes personal illness or death in the immediate family. Immediate family to be defined as: husband or wife, son, daughter, sister, brother, parent, grandparent, domestic partner, and in-laws in the above categories.
- C. Sick leave may be used in fifteen (15) minute increments.
- D. Employees may be granted three (3) personal leave days per school year, non-cumulative, subject to approval of the Superintendent. Request shall be submitted at least 48 hours in advance to the Superintendent, except in an emergency. Personal leave is intended for personal business which cannot be handled outside working hours. Unused personal days may be added to accumulated sick leave.
- E. The length of leave days which accrue to a unit member is equal to the length of the day worked by that unit member. Should a unit member move to a unit position which involves a work day length which is different from the day length of the previous position, the accrued time shall be prorated accordingly.
- F. For sickness that may extend beyond the sick leave allowed, a leave of absence may be granted by the Board of Education without pay, to the employee, if requested. A leave of absence will not be granted for more than one year. A

person granted a leave of absence will be able to return at the same salary step held prior to the leave.

- G. **Compensation insurance payment:** an employee who is receiving compensation insurance and is also entitled to full salary by using accumulated sick pay will receive the difference between his/her salaried daily wage and the amount received in compensation for comparable periods of time. Such arrangement will continue until all accumulated sick days have been utilized. The employee is responsible for notifying the District as to the exact amount being received through compensation.

H. **Sick Leave Bank**

The sole purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged disability. The sick leave bank shall be administered by the guidelines below:

1. The Hermon-DeKalb CSEA (Unit) shall be solely and totally responsible for the operation and enforcement of the bank, and for maintaining all pertinent records.
2. The Unit shall be responsible for transmitting accurate, up-to-date records on a monthly basis of bank activity to the appropriate school official. Additionally the Unit shall provide the District with a copy of its regulations for the sick leave bank and will keep the District informed of any changes.
3. Any dispute between involving operation of the bank shall be the sole responsibility of the Unit and is specifically excluded from the grievance procedure of the Agreement.
4. The sick leave bank will be administered by a committee that will consist of five members of the Unit.
5. **Conditions**
 - a. The bank is open to all unit members. Any unit member who elects to delay entering the bank will have to donate the same number of days as has been donated by a unit member who joined the bank at the first opportunity afforded the unit member.
 - b. Prospective members will apply for membership by notifying the committee in writing.

- c. The deadline for application for membership is November 30th of each school year.
- d. Members will donate at least four (4) hours at the time of joining.
- e. Membership may be terminated by notifying the committee in writing.
- f. Membership may be continued each year without reapplication.
- g. Days donated are non-refundable.
- h. Only members of the bank are eligible to draw benefits.
- i. A member may draw from the sick leave bank after that member has exhausted personal sick leave.
- j. A member making an appeal for days will apply in writing and may meet with the committee, if necessary, to determine whether sick leave will be granted.
- k. When a member makes an appeal for sick leave, the committee will respond in writing within four days after the request has been made.
- l. The committee reserves the right to request a physician's statement in response to an appeal for sick leave and before the granting of possible benefits.
- m. Sick leave days requested are for the employee's personal illness only.
- n. Days granted to a member do not have to be returned; days granted and not used must be returned to the bank.
- o. Maximum benefits granted will be specified by the committee, not to exceed 15% of the bank at the time of application for benefits.

Additional time in excess of 15% of the bank may be granted in emergency situations with the consent of the committee and a majority of the membership.

If conditions warrant, the applicant may reapply to the committee for additional days. Benefits will be granted only as long as days remain available in the bank.

- p. Benefits will apply only to days on which members would normally have been paid.
- q. If the bank should fall below five hundred (500) hours, the committee may draw two additional days from each member to resupply the bank. Such action will be taken only once in any school year.
- r. Recommendations for changes and/or interpretations will be made by the committee and are subject to the approval of the Unit.
- s. The rules and regulations of the bank may be changed upon the recommendation of the committee and concurrence of the Unit and the Board of Education.
- t. Sick leave benefits will be based on employee's work day prorated to fifteen percent (15%) of the bank, i.e., fifteen percent (15%) is based on an eight (8) hour work day.

ARTICLE VI - COURT ATTENDANCE

Court attendance for jury duty will be excusable. (pd)

ARTICLE VII - VACATIONS AND HOLIDAYS

- A. Employees engaged on a twelve month basis shall be entitled to one week vacation after the first year of employment; two weeks beginning after the second year of employment.

Twelve month employees scheduled a regular 40 hour week during vacation in the regular school calendar will be entitled to 3 weeks vacation after seven years of service; 4 weeks after twelve years of service. Employees who have 20 years of service will receive 1 day per year of additional vacation to a maximum of 25 days after 24 years of service. Secretaries after ten years of service are to receive 3 weeks of vacation; after 15 years of service - 4 weeks. Vacation will be agreed upon by individual secretary and the Superintendent. If called in, secretaries will receive compensatory days. Twelve month part-time cleaner is to receive 2 weeks of vacation.

The length of any leave days which accrue to a unit member is equal to the length of the day worked by that unit member. Should a unit member move to a unit position which involves a work day length which is different from the day length of the previous position, the accrued time shall be prorated accordingly.

Any unit member who resigns or retires from the District may choose to use accrued vacation days or receive his/her full daily wage for each unused vacation day.

- B. All vacation schedules shall be approved by the Superintendent in charge. The Supervisor of Buildings and Grounds reserves the right to designate vacation periods for the custodial staff with final approval by the administrator in charge.
- C. The following holidays to be given to twelve month employees: New Year's Day; Martin Luther King Day; Presidents' Day; Good Friday (except when Good Friday is a scheduled school day); Memorial Day; July 4th; Labor Day; Columbus Day; Veterans' Day; Thanksgiving and the Friday following; Christmas Day and either the day preceding or the day following Christmas. If holiday falls on a scheduled day off, twelve month employees will receive a scheduled workday off. An additional floating holiday will be granted custodial and cleaner staff, to be utilized during the Thanksgiving or the Christmas/New Year school break, subject to scheduling pre-approval by the supervisor.

ARTICLE VIII - RETIREMENT AND HOSPITALIZATION

- A. When an employee with 10 or more years of service leaves the District, they will receive payment for unused sick leave at the rate of \$20.00 per day. (Payment is for full-time, 7.5 hour days, to be prorated for part-time staff, except that the minimum payment will be \$10 per day.) Any such payment shall be an Employer 403(b) non-elective contribution in accordance with Section H of this Article.
- B. The Board will pay for employees' retirement as required by law (75(i)); effective July 1, 1995, retirement option 41J will be made available to unit members.
- C. Effective July 1, 2008, the District shall pay for a unit member's health insurance where said member is an active employee (defined below) at the rate of 90% of the District's premium cost for an individual, a two-person, or a family plan. (A one-time base salary increase, equal to the 2008-09 individual, two-person, or family contribution, will be provided on July 1, 2008 to any unit member who was previously receiving insurance at no cost and who will now be subject to the 10%

contribution; any unit member so situated who subsequently opts out of the insurance will be subject to an equivalent decrease in base salary at that time.)

The unit member shall pay any difference between these amounts and the total monthly premium.

For purposes of this Article, an active employee shall be any employee who was eligible for health insurance benefits prior to July 1, 2000 or, if hired thereafter, one who works 20 or more hours per week, excluding any substitute or temporary employee. (Regular bus drivers scheduled for at least two (2) runs per day will continue to be eligible for health insurance benefits).

- D. Effective July 1, 2008, the health insurance plan for qualifying active and retired unit members will be the St. Lawrence-Lewis Counties School District Employees' Medical Plan, as amended by Riders 5 and 6 on October 1, 2007. The District will provide said insurance for retired unit members (past, present, future), who have worked for the District for at least ten (10) years, at the rate of 70% of an individual or 50% of a two-person plan or family plan.
- E. A unit member who opts not to be a covered person under the St. Lawrence-Lewis School District Employees Medical Plan, either through the Hermon-DeKalb School District or through another participating district, will be eligible to receive \$1000 per year for refusal of health insurance coverage. Election may be made annually for the ensuing fiscal year, no later than May 31.
- F. The District shall maintain a flexible spending plan pursuant to IRS 125 regulations. The administrative costs of the program will be borne by the District.
- G. Effective with the 2008-12 Agreement, any bargaining unit member with fifteen (15) or more years of service in the Hermon-DeKalb Central School District may apply for a onetime longevity increment. Such application must be filed with the Superintendent on or before April 1 of the year preceding the member's anticipated initial eligibility for retirement under the guidelines of the New York State Employees' Retirement System, and must clearly indicate an intention to resign at the end of the following school year. The aforementioned length of service requirement or the retirement requirement may be waived if the bargaining unit member retires due to a disability as defined by the NYSERS or by another recognized state or federal retirement system. Upon notification by the Board of his/her successful application, which notification must be made by April, the member will submit a formal, irrevocable letter of resignation to the Superintendent on or before September 1. The longevity increment equal to thirty percent (30%) of the unit member's final regular annual salary, up to a maximum of \$4500 (to be prorated for a part-time unit member) will be paid as an Employer 403(b) non-elective contribution in accordance with Section H of this Article. Said

contribution shall be deposited by the District as soon as administratively possible commencing with the year of retirement.

Note: Retirement notification and submission timelines (April 1st and September 1st) will be modified for unit members retiring at the end of the 2007-08 fiscal year; further, the April 1st notification deadline for unit members retiring at the end of the 2008-09 fiscal year will be extended until May 1, 2008.

- H. Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:
1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
 2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

For all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. **403(b) Accounts** Employer contributions shall be deposited into the mutually agreed upon 403(b) provider, currently ING Life Insurance and Annuity Company, in the name of the employee. If ING is no longer accepting employer non-elective contributions per this agreement, the Employer and the

Association shall agree upon an alternative 403(b) provider to receive such contributions.

4. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
5. This section shall further be subject to the approval of the 403(b) Provider, which shall review the CBA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
7. 403(b) contributions made pursuant to Sections A and G of this Article shall be deposited no later than thirty (30) days following the employee's effective date of resignation.

ARTICLE IX - DUTIES

Employees engaged on twelve-month basis will be scheduled 40 hours per week. Secretaries will be scheduled 40 hours per week except holidays observed during the school year. During these holidays, secretaries will be on call by any of the administrators with the exception noted in Article VII, Section C.

The work day for full-time cafeteria employees shall be six (6) hours per day which shall include a one-half (½) hour lunch break.

ARTICLE X - DISCIPLINARY ACTION

The Superintendent or the Principal shall, when necessary, call an employee into the office to discuss any disciplinary action with the employee. The employee or association will then notify the service negotiating unit representative of this action, and may request that the unit representative be present during discussions of any proposed disciplinary action. If further action is necessary, the employee and the representative of the Service Unit shall be brought before the Board of Education. If the Board desires to dismiss an employee, the employee and the representative of the Service Unit shall appear before the Board of Education for a hearing on the reason for dismissal.

In case of an emergency, the Superintendent may suspend an employee until the next Board meeting that follows the suspension. At that time, the employee and the representative of the Service Unit are to be present for the hearing on any further action concerning the employee. If the employee is suspended because of misinterpretations, or misunderstanding, he/she will be reinstated without loss of pay.

ARTICLE XI - TRANSPORTATION

- A. Bus routes shall be set up by the Transportation Supervisor in cooperation with the transportation staff and approved by the Superintendent. A map will be made of the District showing all routes; each route will have a number. The routes shall be set up to have as near equal mileage as possible. The Transportation Supervisor, in case of an emergency, may make a change in routing temporarily. This change will then be discussed with the transportation staff and approved by the Superintendent before becoming permanent. At any other time, if a route is to be changed or a driver changed to a route other than the one in the agreement, the driver or drivers involved shall first be called in and told of the change before it is made.
- B. Regular bus runs will be posted each year no later than August 15th. Posting notice will indicate the number of hours (minimum of three) to be paid for each run. Bidding for runs will proceed by driver seniority and will be completed no later than September 1st.
- C. The assignment of all regular driving shall be consistent with the needs of the District and its pupils. Consideration will be given to seniority whenever possible and/or practical; however, the District reserves the right to assign, transfer, or reschedule all runs in a manner conducive to the effective and efficient operation of its mission. Once assigned to a regular run, a driver will not be changed during the course of the year except under extenuating circumstances in which

case the driver will be consulted at least 24 hours prior to the change taking place. Extra driving will be assigned based on a rotating seniority schedule. All bus runs will be offered first to regular drivers by seniority before being offered to substitutes.

- D. Bus drivers salary agreement will be for transporting pupils to and from regular school days. Pay for regular bus drivers is on the basis of three (3) hours per day.
- E. If acceptance of a sports run or a field trip conflicts with a driver's regular run, the driver will receive the regular run rate, rather than the extra run rate, for the amount of regular run time lost.
- F. After-school runs will be paid at the following hourly rate: \$15.00 for 2008-09; \$15.60 for 2009-10; \$16.22 for 2010-11; \$16.87 for 2011-12.
- G. Drivers will be paid at a rate of \$11.00 per trip basis for practice runs.
- H. Extra trips for bus drivers will be paid at the following hourly rate, with a guarantee of at least two hours of pay for each extra trip: \$12.32 for 2008-09; \$12.81 for 2009-10; \$13.32 for 2010-11; \$13.85 for 2011-12.

For overnight trips, drivers will be paid at the rate stated above for each hour of driving time. The District or group sponsoring the trip will be responsible for meals, lodging and entrance fees. The driver will be provided a separate room unless agreeing to other arrangements.

- I. Procedure for drivers with student problems: drivers will report any student incident of significance to the Transportation Supervisor. Morning incidents will be reported in the morning; afternoon incidents will be reported the following morning unless the incident, in the driver's judgment, is excessive. In such case, the driver should report via telephone after driving home.

All incidents will be recorded on a form provided by the District and signed by the driver.

A driver may request a conference with the student and administrator and/or request a conference with the parent or guardian. If requested by the driver, union representation will be allowed at such conferences. The administrator will arrange for a driver, student, administrator conference when a request is made. A parent conference will be arranged within two (2) days of said incident when such a conference is requested.

Denial of transportation shall be the sole responsibility of the administrator in charge. Such denial may not be authorized without prior parent notification.

parents may request a conference with all persons involved prior to any denial of transportation.

- J. Prior to the opening of school each fall, and again mid-winter, the District will conduct meetings for bus drivers. Issues related to bus driving, such as safety and routes, will be discussed at the meetings. Driver attendance at these meetings is required; drivers will be compensated according to their regular hourly rates.
- K. When possible, extra trips will be posted on Friday afternoon for the upcoming week.
- L. Whenever a District bus is used for a playoff game, the driver who has driven for the sport for the entire season will have the right of first refusal for driving the playoff trip(s).
- M. Bus driver rotation procedure:
 - 1. Block bids are for one sport or activity for the duration of that sport or activity.
 - 2. Block bids will go out in mid-June regardless of the budget situation. Notice will be posted of the bidding date in a timely manner.
 - 3. All sports, activities and summer school runs will be listed.
 - 4. All interested parties must attend the meeting to be eligible for bidding. There will be no absentee participation. Drivers not wishing to participate in the bidding will sign a statement to that effect.
 - 5. The bidding will start with the most senior driver who will make first choice from the list of available runs. The next senior drivers will bid in turn working through the list of available runs until all are taken.
 - 6. Seniority is determined by length of service. The Board of Education minutes shall specify the exact date of appointment so no confusion shall exist regarding seniority and new employees. All paperwork will be complete and proper before a driver is eligible.
 - 7. If a block bid is added during the year, it is offered to the next senior person on the list at the time of the completion of bidding in June.
 - 8. The rotation process begins each year in June for the following school year and with the most senior driver.

9. There will be no trading of block bids. If a driver cannot continue with a particular block bid, then that bid will be put up for selection starting with the next senior driver on the rotation list.

N. Runs which are neither regular runs nor extra trips under the current contract, shall be termed special runs, and may be characterized by one or more of the following: may be daily runs to transport one or several students for a particular purpose which cannot be accommodated by a regular trip, e.g., transportation of disabled student(s) or transportation to a private institution; may be outside the normal times for regular bus trips, e.g., midday runs; may be of a different duration than regular runs, e.g., shorter distance and/or time involved; may be temporary assignments based upon need.

Should the need for such a special run occur, the assignment process shall be as follows:

1. Payment for such a special run shall be dependent upon the time needed for the run and shall be based upon the current contractual hourly rate for extra runs; the two-hour per run minimum shall not apply.
2. Notice of the available run, and the payment for such run, shall be posted.
3. If the special run does not qualify as a unit position, the position will be considered temporary and not subject to negotiated benefits.
4. Any regular driver whose regular assignment does not conflict with the available special run may bid for the special run.
5. The most senior of those eligible drivers who bid shall be awarded this bid.
6. In the event no eligible regular drivers bid for the run, the District is free to appoint a driver from outside the unit.

O. The bus mechanic will be furnished one pair of steel toed boots every two years for on-the-job use only.

P. Bus Monitors shall be guaranteed two (2) hours pay per scheduled work day.

Q. Every three (3) years, a driver will be provided with a jacket displaying the school's identifying insignia.

ARTICLE XII - GRIEVANCE PROCEDURE

A grievance is an alleged violation or misinterpretation of the express provisions of this Agreement and instances of employee discipline.

It is encouraged that any grievance be solved at the lowest possible administrative level.

Procedure:

- A. An employee having a grievance will promptly discuss it with his/her immediate supervisor. If the immediate supervisor is unable to resolve the grievance within two (2) days or the employee is dissatisfied with the decision, it will be forwarded to the grievance committee for a determination of merit.
- B. If the committee determines that the grievance has merit and the employee wishes to proceed further, the committee will submit the written grievance and decision of Stage I to the Superintendent. Within five (5) school days, the Superintendent will hold a hearing with the interested parties and present a written decision within five (5) school days from the date of the hearing.
- C. If the employee and the committee, or the committee, are not satisfied with the decision of the Superintendent, the committee will file an appeal including the statement of grievance and previous decisions with the Board of Education within ten (10) school days. The Board, at its next meeting, may request all interested persons to attend the meeting. The Board may extend the time for seven (7) days for further study before submitting the decision. If the employee and the committee, or the committee, are not satisfied with the decision of the Board of Education, the Board and the Service Unit will seek the services of an arbitrator who shall be approved by both parties. If agreement cannot be reached on such a person, the Public Employment Relations Board shall be asked to supply an arbitrator, whose decision shall be final and binding on the parties. The cost of arbitration shall be divided equally between the Board and the Service Unit.
- D. The employee shall have the right to be represented by the Association at any and all stages of this procedure.

ARTICLE XIII - UNEMPLOYMENT

For the sole and express purpose of complying with Section 590 (11) of the Labor Law of New York State, it shall be presumed that services of non-twelve month employees shall be continued into each academic year or term and into any period immediately following established and customary school vacation periods until such time as a notice of termination is provided; provided that such employees have performed services for the District immediately before such academic year, term, or vacation period. This clause shall in no way limit the District's right, during times that school is in session, to abolish positions, to discipline employees, or to dismiss employees; provided it complies with other terms of this Agreement and applicable laws.

ARTICLE XIV - SENIORITY AND POSTING

- A. When there is a permanent opening in a unit position, the position shall be posted for at least seven (7) days before the position is filled. When a unit member's skills and abilities, as determined by the District, to perform the work required for the position, are equal to the skills and abilities of other applicants for the position, the unit member will be appointed to the position. Should more than one unit member meet the above criteria, the most senior will be selected for the position.

- B. The job classification areas shall be: Secretary (12 month), Custodian (12 month), Bus Mechanic, Mechanic's Aide (12 month), Transportation Monitor (10 month), Bus Driver (10 month), Cafeteria Worker (10 month), School Nurse (10 month), Aide (10 month). For the purposes of job layoffs or job recalls, the District shall follow seniority within each job classification. Where a unit member has accrued seniority in more than one job classification, said unit member may exercise that seniority in one area when the unit member is laid off in another area. Recall shall be in reverse order of lay off. A displaced employee shall remain on a recall list for three (3) years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list.

ARTICLE XV - EMERGENCY CLOSINGS

When school is closed due to an emergency, including weather conditions, the District will call one unit member, designated by the Unit, so that the unit member can inform other unit members who are not required to work on that day. The District retains the right to determine which unit members are required to report for work on such days.

On those days when snow removal may be necessary, custodians will be notified no later than 9:00 a.m.

All unit members who are not required to report on these days will receive their regular day's pay; all those who are required to report will receive their regular pay plus an additional half day's pay.

ARTICLE XVI - PERSONNEL RECORDS

1. All employees covered by this Agreement shall have the right to review their personnel folders. Advance notice, in writing, will be required.
2. Employees shall have the right to submit a rebuttal of reasonable length on any derogatory material placed in his/her personnel folder.

ARTICLE XVII - TUITION WAIVER

Children of unit members who reside outside of the Hermon-DeKalb School District may attend the district without the payment of tuition.

ARTICLE XVIII - SALARY

1. Starting salaries shall be as follows:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Secretary	\$20,161	\$20,564	\$20,975	\$21,395
Custodian	\$20,161	\$20,564	\$20,975	\$21,395
Cafeteria Worker	\$9,268 ^{8.58}	\$9,453 ^{8.75}	\$9,642	\$9,835 ^{9.11}
Transportation Monitor	\$8.59/hr.	\$8.76/hr.	\$8.94/hr.	\$9.12/hr.
Aide	\$13,727	\$14,002	\$14,282	\$14,568
School Nurse	\$27,876	\$28,434	\$29,003	\$29,583
Bus Mechanic	\$34,028	\$34,709	\$35,403	\$36,111
Bus Driver	\$13.70/hr.	\$13.97/hr.	\$14.25/hr.	\$14.54/hr.
Senior Bus Driver	\$26,418	\$26,946	\$27,485	\$28,035
Custodial Worker	\$18,826	\$19,203	\$19,587	\$19,979

The District shall have the right to hire employees at salaries higher than those specified above, so long as no employee is paid more than a current employee in the same job classification, unless the new employee's experience justifies a higher salary.

2. Effective July 1, 2000, unit members will be eligible to receive longevity bonuses. Each longevity bonus will be payable on the payday following the employee's 5th, 10th, 15th, 20th, 25th, 30th, and 35th anniversary date of employment. Effective July 1, 2008, the amount of the longevity bonus shall be as follows: \$600 for an employee who is scheduled to work 7 ½ hours or more per day; \$500 for 6 or more hours; \$400 for 4 or more hours; \$300 for 2 or more hours.
3. Wage and salary increases shall be as follows: 2008-09 - 5%; 2009-10 - 4%; 2010-11 - 4%; 2011-12 - 4%.

ARTICLE XIX - LABOR-MANAGEMENT COMMITTEE

A joint Labor-Management committee shall be established for the purpose of providing communication, discussion, and resolution of problems between the District and the employees within the bargaining unit.

This committee shall be comprised of four labor representatives and four management representatives, membership to be determined by each party.

Meetings will normally be held on a monthly basis, or as needed, the date and time to be arranged by mutual agreement. Depending on the immediacy of agenda items, more or less frequent meetings may be held. Except for emergency issues which demand the committee's attention, all agenda items should be submitted to the other party at least three school days prior to the meeting date.

Meetings shall be limited to no more than two hours, unless extended by mutual agreement. At the beginning of each meeting, each agenda item will be allotted an appropriate amount of time for discussion and resolution, and each party will be allowed sufficient time to express opinions and suggest remedies.

Any joint decisions arrived at through this committee shall be binding on both parties and shall not be subject to the grievance procedure. Whenever the committee is unable to reach agreement regarding an alleged contract violation, the charging party has the option of filing a grievance according to the procedure outlined in the collective bargaining agreement.

ARTICLE XX - IMPLEMENTATION

1. This Agreement shall become effective upon its approval by a majority of the unit members and majority of the Board members and remain in effect until June 30, 2012.

2. 204A. Agreements Between Public Employers and Employee Organizations.

1) Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

2) Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

- 3) Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon such employment be furnished with a copy of the provisions of this section.

ARTICLE XXI - NEGOTIATIONS AND TERMINATION DATE

The Board and the Unit agree that all negotiable terms have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on terms and conditions of employment during the life of this Agreement.

This Agreement shall become effective upon ratification by both parties, or July 1, 2008, whichever is later, and this Agreement shall remain in full force and effect until June 30, 2012, and thereafter from year to year unless terminated or modified; provided, however, at the request of either party, negotiations will be re-opened for the final year of this Agreement (2011-12) regarding salary and health insurance issues only.

Ann M. Adams Date 6-2-08
Chief Executive Officer,
Hermon-DeKalb Central School

Bruce M. Kelly Date 6/4/08
Collective Bargaining Specialist
CSEA Local 1000, AFCME, AFL-CIO

Nancy Phillips Date 6-2-08
Labor Relations Specialist,
Representing Hermon-DeKalb CSD

Bob J. Anderson Date 6-4-08
President, Hermon-DeKalb Unit
CSEA Local 1000, AFCME, AFL-CIO

Memorandum of Agreement

between

Hermon-DeKalb Board of Education

and

CSEA Local 1000 AFCME, AFL-CIO

Subject to the approval of the Hermon-DeKalb Board of Education, the undersigned hereby agree to a one-time, non-precedential, modification of the effective retirement date as required by Section G of Article VIII of the collective bargaining agreement between the parties:

In recognition of the many years of exemplary service of unit member Mary Hendricks, she will be allowed to retire effective September 30, 2011, rather than at the end of the 2010-2011 school year, and will be deemed eligible for the longevity increment as specified in Section G of Article VIII.

All other conditions required by the collective bargaining agreement will be met.

anna m. adams 4-5-2010
Superintendent of Schools Date
Hermon-DeKalb Central School

Bruce Murphy ^{BM} _{RS} 4/12/10
Labor Relations Specialist Date
Civil Service Employees Association

HERMON-DEKALB CENTRAL SCHOOL
709 EAST DEKALB ROAD
DEKALB JUNCTION, NY 13630
(315) 347-4920, (315) 347-3817 FAX

RECEIVED

APR 26 2010

CSEA
CANTON SATELLITE OFFICE

TO: Bud Mulchy
FROM: Janet Boyd, Business Manager
DATE: April 21, 2010
SUBJECT: MOA for Mary Hendricks

I have attached the original MOA for Mary Hendricks that you recently signed.

It appears that you made a mistake with the date. Could you please correct this date, initial, and return to me as soon as possible.

If you have any questions regarding this matter, please feel free to contact me.

Memorandum of Agreement

between

Hermon-DeKalb Board of Education

and

CSEA Local 1000 AFCME, AFL-CIO

Subject to the approval of the Hermon-DeKalb Board of Education, the undersigned hereby agree as follows:

- There is currently a grant-funded two-hour after school program for District students that necessitates a later than normal bus run for some bus drivers;
- Those bus drivers who are responsible for these later runs due to this after school program will each receive an additional ten dollars (\$10) per day for each day this later run is driven;
- This additional per diem stipend will be retroactive to January 31, 2011, and will continue for the duration of the two-hour after school program currently in place.

Due to the funding source and the indeterminate duration of these bus runs, this one-time agreement will not be incorporated in the collective bargaining agreement between the parties; nor is this agreement prejudicial, precedential, or subject to the parties' grievance procedure.

Ann M. Adams 2-14-11

Superintendent of Schools Date
Hermon-DeKalb Central School

Labor Relations Specialist Date
Civil Service Employees Association

Memorandum of Agreement

between

Hermon-DeKalb Board of Education

and

CSEA Local 1000 AFCME, AFL-CIO

Subject to the approval of the Hermon-DeKalb Board of Education, the undersigned hereby agree as follows:

- There is currently a grant-funded two-hour after school program for District students that necessitates a later than normal bus run for some bus drivers;
- Those bus drivers who are responsible for these later runs due to this after school program will each receive an additional ten dollars (\$10) per day for each day this later run is driven;
- This additional per diem stipend will be retroactive to January 31, 2011, and will continue for the duration of the two-hour after school program currently in place.

Due to the funding source and the indeterminate duration of these bus runs, this one-time agreement will not be incorporated in the collective bargaining agreement between the parties; nor is this agreement prejudicial, precedential, or subject to the parties' grievance procedure.

Ann M. Adams 2-14-11
Superintendent of Schools Date
Hermon-DeKalb Central School

Paul Mulvey 3/14/10
Labor Relations Specialist Date
Civil Service Employees Association

Memorandum of Agreement

between

Hermon-DeKalb Board of Education

and

CSEA Local 1000 AFCME, AFL-CIO

Subject to the approval of the Hermon-DeKalb Board of Education, and effective upon that ratification, the undersigned hereby agree that a one-time exception will be made to modify qualifications for receipt of the longevity increment, currently outlined in the 1st paragraph of Section G of Article VIII, on page 8 of the 2008-12 collective bargaining agreement between the parties, as follows:

Effective with the 2008-12 Agreement, any bargaining unit member with fifteen (15) or more years of service in the Hermon-DeKalb Central School District may apply for a onetime longevity increment. Such application must be filed with the Superintendent on or before April 1 of the year preceding the member's anticipated initial eligibility for retirement under the guidelines of the New York State Employees' Retirement System, and must clearly indicate an intention to resign at the end of the following school year. The aforementioned length of service requirement or the retirement requirement may be waived if the bargaining unit member retires due to a disability as defined by the NYSERS or by another recognized state or federal retirement system. Upon notification by the Board of his/her successful application, which notification must be made by April, the member will submit a formal, irrevocable letter of resignation to the Superintendent on or before September 1. The longevity increment equal to thirty percent (30%) of the unit member's final regular annual salary, up to a maximum of \$4500 (to be prorated for a part-time unit member) will be paid as an Employer 403(b) non-elective contribution in accordance with Section H of this Article. Said contribution shall be deposited by the District as soon as administratively possible commencing with the year of retirement.

The one-time exception will be for unit member David Smith, district bus driver, and the district will waive the 'eligibility for retirement under the guidelines of the New York State Employees' Retirement System' requirement because Mr. Smith is not a member of the NYSERS but he does meet the service requirement with the district. This exception is non-precedential.

Don M. Adams 5/12/11

Superintendent of Schools Date
Hermon-DeKalb Central School

Bob Melby 5/11/11

Labor Relations Specialist Date
Civil Service Employees Association

Memorandum of Agreement

among

Hermon-DeKalb Board of Education

and

David Smith

and

CSEA Local 1000 AFCME, AFL-CIO

Subject to ratification by the Hermon-DeKalb Board of Education, the parties agree as follows:

1. Unit member David Smith will submit, no later than October 4, 2011, an irrevocable letter of resignation for the purpose of retirement, effective January 27, 2012;
2. Mr. Smith will not be paid by the District for the period of time between midday of September 15, 2011, and the end of the September 23, 2011 work day;
3. Mr. Smith will be on paid leave of absence from September 26, 2011 through January 27, 2012, and he will apply all of his accrued leave days toward such paid leave during that period;
4. Mr. Smith will retain current health insurance enrollment status until his retirement;
5. Mr. Smith will be eligible for the longevity increment as agreed in the Memorandum of Agreement between the District and the CSEA, dated May 12, 2011.

Ann M. Adams 10-3-11

Superintendent of Schools Date
Hermon-DeKalb Central School

David Smith 10-4-11

David Smith, Unit Member Date
Civil Service Employees Association

Robert M. Hamilton 10-3-2011

President, Board of Education Date
Hermon-DeKalb Central School

Bob Muley 10/4/11

Labor Relations Specialist Date
Civil Service Employees Association

Tentative

Memorandum of Agreement

between


Hermon-DeKalb Central School District

and

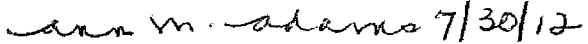
CSEA Local 1000 AFCME, AFL-CIO

Subject to ratification by the Hermon-DeKalb Civil Service Employees Association bargaining unit and the Hermon-DeKalb Central School Board of Education, the undersigned parties hereby agree to a successor collective bargaining agreement as follows:

- The agreement will be effective July 1, 2012 and will continue in effect until June 30, 2013;
- CSEA bargaining unit members will receive a salary increase of 2.75% for the one-year agreement;
- The CSEA will establish, no later than September 30, 2012, a committee to review the newly adopted Rider 9 of Plan B of the St. Lawrence-Lewis Counties School District Employees' Medical Plan and, no later than November 2, 2012, said committee will report their review findings to the District so that the Board may review that report at their November 5th meeting;
- No later than January 31, 2013, a Labor-Management meeting will be held to open negotiations for a multi-year successor agreement to take effect July 1, 2013;
- All provisions of the 2008-2012 collective bargaining agreement which have not been addressed above will continue unchanged through June 30, 2013.



President *AMS* Date
Hermon-DeKalb CSEA 7/30/12



District Administrator Date
Hermon-DeKalb Central School 7/30/12

