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**Contract Database Metadata Elements**

Title: **Addison Central School District and Addison Central School District Unit, CSEA Local 1000, AFSCME, AFL-CIO, Steuben County Local 851 (2000)**

Employer Name: **Addison Central School District**

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

Local: **1000, Steuben County Local 851**

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Addison Central School District And  
Csea Local 851 (Addison Cs Unit)

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# AGREEMENT

by and between  
ADDISON CENTRAL  
SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO

## CSEA

Addison Central School Unit  
Steuben County Local 851

July 1, 2000 - June 30, 2005

**RECEIVED**

AUG 30 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## **ARTICLE 1 - PREAMBLE**

This agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of August 9, 2000 between Addison Central School District, hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Addison Central School District Unit of the Steuben County Local #851, hereinafter referred to as the "Union."

## **ARTICLE 2 - RECOGNITION**

**Section 1:** The Employer hereby recognizes the Union as the sole and exclusive negotiating agent for all titles herein named in Appendix A, attached hereto and made part of this agreement, and for all newly created positions that are mutually agreed to be within the unit. The unit shall exclude substitutes working in titles covered by the unit, and those positions designated as Management/Confidential. Those positions that are not agreed upon shall be submitted to PERB for determination.

All substitutes shall be considered temporary employees and the duration of their employment with the District, in any one position, shall be limited to a duration of not more than 90 days. Any substitute remaining in a bargaining unit title more than 90 days shall be considered a bargaining unit member and subject to all terms and conditions of this agreement and eligible for all benefits provided to other bargaining unit employees.

**Section 2:** The Employer hereby extends unchallenged representation status to the union for the purposes of collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment, for settlement of disputes or grievances arising thereunder, for the duration of this agreement and until a successor agreement is reached or impasse occurs.

## **ARTICLE 3 - DUES CHECK OFF AND UNION SECURITY**

**Section 1:** The Employer shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210, regular membership dues and union-sponsored insurances for those employees who have signed as appropriate payroll deduction authorization(s) permitting such deductions.

The Union, as the exclusively recognized representative of the employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wages of those employees who are not members of CSEA, in an amount equivalent to the membership dues. The Employer shall remit the amount so deducted along with regular membership dues, as stated above. The Employer shall accompany such remittances with an itemized listing detailing the names, amounts and reasons for such deductions.

Upon execution of this agreement, the Employer will provide a listing including the employee's name, social security number, amount deducted, type of deduction, annual salary and job title. This listing will be updated as needed by the Employer supplying notices of new hires, promotions or terminations to the Unit President or his/her designee and CSEA, Inc. via copies of the Board Minutes reflecting such transactions.

CSEA, Inc. shall furnish the Employer with the appropriate documents of the dues deduction to be made each January 1<sup>st</sup> and any technical assistance required or requested to facilitate dues and agency shop deductions.

The Employer agrees to remit such monies exclusively for the Union on a monthly basis. For union sponsored insurances which require premiums be submitted directly to the insurance company, the Employer will transmit such premiums directly to the address specified by such company.

The Union shall hold harmless to the Employer from any claims, suits, or other forms of liability that may arise as a result of the Employer's action in deduction of due(s) or fee(s) or insurances as provided under the Article.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1:** The Union acknowledges that the Employer has, among its vested rights, the right to hire, suspend, discharge, discipline, promote, transfer, assign and supervise employees; the right to determine the number of employees to be hired; the right to abolish positions; and the right to determine the number and schedule of hours to be worked.

These rights are not all inclusive; they are merely illustrative of the rights which are inherent to the Employer. Any and all rights, powers and authority not expressly abridged by this Agreement are retained by the District.

The employer acknowledges that its rights shall not operate to abridge existing local, state or federal laws or the same as they may be amended from time to time.

#### **ARTICLE 5 - SUPERCEDEURE**

**Section 1:** If any provision of this agreement shall be found contrary to law, then such provision shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

If any provision of this contract is found to be contrary to law, the parties to this contract agree to meet immediately for the purpose of negotiating a lawful replacement provision.

**Section 2:** This agreement shall supersede any rules, regulations or practices of the employer which shall be contrary to or incompatible with its terms.

#### **ARTICLE 6 - UNION RIGHTS**

**Section 1:** CSEA shall have the sole and exclusive right to represent all employees in the defined bargaining unit in any and all proceedings under the Public Employee's Fair Employment Act.

**Section 2:** CSEA shall have the right to post notices or other communications on a designated bulletin board which is located on a building basis rather than on a departmental basis.

**Section 3:** Representatives of CSEA shall have access to the premises of the Employer for the purpose of transacting necessary business regarding the interpretation or enforcement of this agreement.

**Section 4:** The Employer recognizes the right of the employees to designate representative of the Union to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this agreement and other terms and conditions of employment and to visit employees during scheduled working hours subject to providing notice to their immediate supervisor and provided there is no undue disruption of the workplace. The union officers will exercise reasonable discretion in exercising such rights.

**Section 5:** A copy of the agenda for each meeting of the School Board will be made available to the President of the Union, or his/her designee, at the same time distribution is made to the members of the Board. The district will make available to the union a copy of the school board minutes following each meeting of the School Board. The

unit president will pick-up a copy of the board minutes from the board clerk.

**Section 6:** A total of 48 hours per year of "union leave" time for use by employees who are designated or elected as union representatives, shall be available without loss of compensation. Said employee(s) must make notification to his/her supervisor by use of the standard leave request process when he/she intends to use said time.

Attendance at formal grievance presentations, disciplinary hearings or negotiating sessions are not to be counted against union leave time.

## **ARTICLE 7 - DISCIPLINARY PROCEDURE**

**Section 1:** The following disciplinary procedure will be applicable to all employees in the bargaining unit who have completed six (6) or more months of service. This procedure shall be in lieu of Section 75 of the Civil Service Law.

**Section 2:** An employee shall not be subjected to any disciplinary action except for insubordination, incompetence or misconduct. Employees shall be entitled to representation by a union officer and/or steward whenever he or she is the subject of actual and/or contemplated disciplinary action and if such representation is requested, he or she shall be allowed a reasonable amount of time to secure same.

**Section 3:** The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought, including references to dates, times and places. The notice of penalty will follow Civil Service Law Section 75 guidelines.

**Section 4:** Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the unit president. The time limits for presenting a grievance as defined in this agreement will commence at the time of receipt of the notice of discipline.

**Section 5:** The person against whom disciplinary action is proposed will be allowed at least eight (8) days for answering charges in writing. Such response will include a request for a hearing if charges are denied.

**Section 6:** A hearing will be held as soon as practicable following a request. The hearing will be conducted by a designee jointly selected by the Union and the Superintendent. A record of the hearing,

including the hearing officer's finding(s) and recommendation(s) will be made and forwarded to the Superintendent for review and decision.

**Section 7:** The person charged, upon request, shall be granted permission to be represented by counsel and shall be permitted to call witnesses on his/her own behalf.

**Section 8:** The burden of proving insubordination, incompetence or misconduct shall be upon the person alleging same.

**Section 9:** Technical rules of evidence shall not be required.

**Section 10:** The hearing officer shall have the authority to determine whether there was probable cause for suspension. In no event may an employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

**Section 11:** If found guilty of charges, the penalty may consist of a reprimand, a fine not to exceed \$100 to be deducted from the salary or wages, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from service; provided, however, that the time during which an employee is suspended without pay may be considered as part of the penalty.

**Section 12:** If acquitted, the employee shall be restored to his position with full back pay for the period of the suspension.

**Section 13:** If the employee is found guilty, a copy of the charges, his/her written answer, a transcript or tape of the hearing, and the determination shall be filed in his/her personnel file and a copy shall be filed with the Civil Service Commission having jurisdiction over such position. An employee is entitled to a copy of the transcript or tape of the hearing upon request, free of charge.

**Section 14:** No proceeding under this provision shall be commenced more than 18 months after the occurrence of the alleged incompetency or misconduct.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**Section 1:** For the purpose of this agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one (1) employee, or the Union and the Employer arising out of the application or interpretation of this agreement, or a grievance as defined by Section 682, subdivision 4 of Article 16 of the General Municipal Law.

**Section 2:** It is expressly understood and agreed by the parties that the grievance procedure provided for in this Article does not apply to and is not intended as a substitute or an alternative for any action permitted by or required of the Employer under any Article of the State Civil Service Laws.

**Section 3:** The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedures:

**STEP ONE:** The grievance shall be presented orally by the aggrieved employee to his/her immediate supervisor with or without his/her union representative, at the employee's option. If discussion of the resolution of the grievance with the immediate supervisor does not result in resolution of the grievance, then within three (3) working days the grievant may proceed to Step 2.

**STEP TWO:** The aggrieved employee, with his/her union representative, may submit his/her grievance to the Business Administrator who within ten (10) working days after he/she receives the written notice of the grievance, will convene a meeting between the aggrieved employee, his/her union representative and the department head for the purpose of resolving the grievance. If the grievance is not settled within ten (10) working days following the meeting, the grievant may proceed to Step 3.

**STEP THREE:** The Aggrieved employee, through his/her union representative, may submit his/her grievance to the Superintendent of Schools who within ten (10) working days after they receive the written notice of grievance will convene a meeting between the aggrieved employee, his/her union representative and the Superintendent of Schools, for the purpose of resolving the grievance. A written response will be issued ten (10) working days following the meeting.

**Section 4:** Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

**Section 5:** Either party may request, in writing, an extension of these time limits and such request for extension will be freely granted by the other party provided the request is made in a timely manner.

**Section 6: Arbitration**

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



Year	Rate	Titles
2000 - 2001	\$8.50	Licensed Practical Nurse
2001 - 2002	\$8.75	
2002 - 2003	\$9.00	
2003 - 2004	\$9.25	
2004 - 2005	\$9.50	
Experience/year <sup>1</sup>	\$0.25	

Year	Rate	Titles
2000 - 2001	\$5.75	Cleaner
2001 - 2002	\$6.00	Sr. Food Service Helper
2002 - 2003	\$6.25	School Lunch Driver
2003 - 2004	\$6.50	
2004 - 2005	\$6.75	
Experience/year <sup>1</sup>	\$0.15	

Year	Rate	Titles
2000 - 2001	\$6.50	Typist
2001 - 2002	\$6.75	Library Typist
2002 - 2003	\$7.00	Cook
2003 - 2004	\$7.25	Latchkey Coordinator
2004 - 2005	\$7.50	
Experience/year <sup>1</sup>	\$0.20	

Year	Rate	Titles
2000 - 2001	\$7.00	Senior Typist
2001 - 2002	\$7.25	Custodian
2002 - 2003	\$7.50	
2003 - 2004	\$7.75	
2004 - 2005	\$8.00	
Experience/year <sup>1</sup>	\$0.25	

Year	Rate	Titles
2000 - 2001	\$8.00	Bus Driver
2001 - 2002	\$8.25	Head Custodian
2002 - 2003	\$8.50	
2003 - 2004	\$8.75	
2004 - 2005	\$9.00	
Experience/year <sup>1</sup>	\$0.25	

X



**Current Employees:**

**Section 1:** Salary increases for July 1, 2000 to June 30, 2001 (cent increase) and July 1, 2001 to June 30, 2002 (cent and percent increase) were based on the employee's civil service job classification and the minimum qualifications required for the job title. Current hourly rates were compared with the starting salaries of area school districts with the same or similar civil service job title. Based on this criteria, each employee received a calculated salary increase for the first two year's of the contract.

**Section 2:** For the remaining years of the contract the hourly salary increases are as follows:

July 1, 2002 - June 30, 2003:	3.0%
July 1, 2003 - June 30, 2004:	3.0% (cent increase)
July 1, 2004 - June 30, 2005:	3.0%

**ARTICLE 10 - HOLIDAYS**

**Section 1:** The following days shall be designated as paid holidays:  
For 12 month employees:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Recess (Thursday & Friday)  
Christmas Day  
New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day

Total of 12 days

For 11 month employees all of the above, except Independence Day, for a total of 11 days.

For 10 month employees, all of the above, except Independence Day, plus four (4) additional days at Christmas for a total of 15 days.

**Section 2:** When one of the above holidays falls on a Sunday, that holiday shall be observed the following Monday by all employees.

**Section 3:** When one of the above holidays falls on a Saturday, that holiday shall be observed on the preceding Friday by all employees.

**Section 4:** If a holiday should fall on the employee's scheduled day off, he/she will receive another day off to be determined by the employee's supervisor.

**Section 5:** In the event it becomes necessary for an employee to work on any of the above holidays or days that are specified in Sections 2 and 3 above, the employee shall be granted pay at time and one-half the normal hourly rate for all hours worked.

#### **ARTICLE 11 - PERSONAL BUSINESS DAYS**

**Section 1:** Each full-time employee shall be allowed two (2) personal business leave days per year, credited on July 1<sup>st</sup> of each year. Such leave shall be used to conduct personal business which cannot be conducted on other than school time. Newly hired full-time employees shall be credited with one-half (1/2) personal business leave day after completion of each three (3) months of service in the initial year of employment and with two (2) days on each July 1<sup>st</sup> thereafter. Unused personal business days will be converted to sick days at the end of the school year.

**Section 2:** Employees may request personal business days without being required to offer a reason if they make such requests with 24 hour notice. For requests made with less notice, a brief description of the reason for the request will be given.

Personal business leave will be granted upon written request for each of the following reasons:

- (a) The following legal matters: closing a mortgage, income tax audits or hearings required by the Internal Revenue Service, required appearances in Supreme, Surrogate, County, or Family Court, reading of a will and adoption proceedings. If the employee, as defendant in a criminal proceeding is convicted, this section shall not be applicable.
- (b) Graduation exercises of the employee's spouse, son or daughter, graduation of the employee (one day limit).
- (c) Wedding of the employee's son, daughter, mother or father.
- (d) Driver's test.
- (e) Required educational exams. The request must be accompanied by a signed statement from the instructor that the exam could not be scheduled at another time.

(f) Doctor's appointment, dental appointment, or eye examination providing that an employee's sick leave accruals have been exhausted first.

(g) Funerals not covered by Article 14.

**Section 3:** Personal business leave days/personal leave may not be used for vacation or recreation purposes or to extend a holiday or vacation unless permission is granted for such use by the supervisor.

## **ARTICLE 12 - VACATIONS**

### **Section 1: Eleven and Twelve Month Employees:**

<b><u>Years of Service</u></b>	<b><u>Number of Days</u></b>
Less than 6 months	0
6 months - 1 year	1 day per month
1 year - 10 years	10
11 years - 15 years	15
16 years	16
17 years	17
18 years	18
19 years	19
20 - 30 years	20
31 and beyond	25

### **Ten Month Employees who do not follow the Teachers' calendar:**

<b><u>Years of Service</u></b>	<b><u>Number of Days</u></b>
Less than 11 years	0
11 years to 20 years	5
21 years to 30 years	10
31 years and beyond	15

**Section 2:** Vacation will be credited on July 1 of the following school year after the anniversary date of all employees who are eligible.

**Section 3:** Normally vacation accruals are to be used before the end of the school year, but in certain circumstances with the approval of the Superintendent of Schools, up to five (5) days may be carried over.

**Section 4:** Employees are encouraged to submit vacation requests as far in advance as possible but only in emergency situations, approved

by the immediate supervisor, will requests be approved if less than five (5) days advance notice is given.

**Section 5:** Seniority shall be the deciding factor for approving requests when there is a conflict, provided that the most senior employee's request was received at least fifteen (15) days in advance of requested time.

**Section 6:** Requests submitted on a standard leave request form at least ten (10) days in advance shall be considered approved unless the employee making the request is notified within five (5) days of making the request, that it is denied.

**Section 7:** Accumulated vacation shall be paid, pro-rata, at the time of termination of employment, unless the termination occurs as the result of disciplinary action. An employee's estate shall receive the monetary equivalent of any accumulated but unused vacation up to ten (10) day's should said employee die while still employed by the district.

**Section 8:** Vacation may not be taken on days when school is in session, except with prior approval of the Superintendent of Schools. However, if a vacation request was made and denied, the employee will be allowed to carry it over or request payment for same, if no other time can be scheduled prior to June 30<sup>th</sup>. It is not intended that vacation leave be accumulated for cash payment purposes.

**Section 9:** During the month of August of each year, employee's in the bargaining unit shall receive a printout indicating the number of vacation days the employee has for the current school year.

### **ARTICLE 13 - SICK LEAVE**

**Section 1:** Each full-time employee, bus drivers and monitors (regularly scheduled to work 30 hours per week), shall be permitted to accumulate sick leave to a maximum of one hundred eighty-five (185) days, to be applied toward time off due to illness or injury to the employee or to a member of the employee's family.

**Section 2:** Each employee shall receive ten (10) days per year for ten month employees and eleven (11) days per year for eleven month employees and twelve (12) days per year for twelve month employees. Part-time and hourly employees who work three (3) hours or more per day shall receive three sick days that are not to be accumulated. See Memorandum of Agreement attached for bus drivers.

**Section 3:** When sick leave exceeds three (3) days, the Employer may require as a condition of payment, a statement from the employee's

doctor certifying the nature of the illness or injury and the probable period of disability.

**Section 4:** When sick leave exceeds thirty (30) days in a school year, the Employer may require the employee to undergo a physical examination by a physician selected by the Employer and paid by the Employer.

**Section 5:** Four (4) days of sick leave may be used by the employee for illness in the employee's family. The term "family" means a relative residing in the employee's immediate household or an employee's spouse, child or parent.

**Section 6:** Leave for dental or medical office visits (scheduled sick leave) shall be allowed provided the employee requested such leave from his/her immediate supervisor. Employee's shall exhaust sick leave accruals for dental or medical office visits prior to personal leave accruals being used for dental or medical office visits. Time off for dental or medical office visits will be applied according to equal standards for all employees and such permission will not be unreasonably withheld.

**Section 7:** Upon retirement an employee shall be entitled to additional service credit for all accumulated unused sick leave pursuant to the provisions of Section 41 (j) (up to 165 calendar days service credit toward retirement) of the Retirement and Social Security Law.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

**Section 1:** Each employee shall be allowed up to three (3) days leave of absence with full pay in the event of death of the employee's father, mother, sister, brother, spouse, child, father-in-law, mother-in-law, grandchild, grandparent, grandparent of spouse, step-child, adoptive child, foster child, step-parents, foster parents, sister-in-law or brother-in-law.

**Section 2:** Payment for such leave is granted only if such leave falls on scheduled work days up to and not in excess of three (3) days to the day of interment, provided said employee attends the funeral and furnishes proof thereof if requested by the Employer.

**Section 3:** One (1) day leave of absence without pay to attend the funeral of a close friend or associate may be granted, provided adequate notice is given and the absence does not cause undue problems for the employer.

## **ARTICLE 15 - MATERNITY LEAVE/CHILD CARE LEAVE**

Maternity and Child Care leave shall be granted in accordance with Family Medical Leave.

## **ARTICLE 16 - LEAVE OF ABSENCE**

Extended leaves, not covered by sick leave, personal leave, bereavement leave or vacation will be granted only in unusual or emergency situations. Leave may be granted by the Superintendent up to one year and will be without pay or other benefits.

## **ARTICLE 17 - JURY DUTY**

Any employee serving as a juror or waiting in court for selection shall receive his or her regular daily wage.

## **ARTICLE 18 - SICK LEAVE BANK**

**Section 1:** Upon completion of six months of employment, employees may join the sick bank by contributing three (3) days of accumulated sick leave to the bank.

**Section 2:** All current employees may elect to join the sick bank during the first thirty (30) calendar days of this agreement. Each employee who elects to participate shall contribute three (3) days of accumulated sick leave to the bank.

**Section 3:** A designee of the Board and the CSEA Unit President or his/her designee shall consider approval of all applications to draw from the Sick Leave Bank. Periodic reports covering its function shall be issued to each party.

**Section 4:** The following terms shall be considered for approval for all applications:

1. Any full-time employee covered by this agreement, who is a member of the Sick Leave Bank, after they have exhausted all of their accruals (personal, vacation, sick) may borrow from the Sick Leave Bank. No employee will be allowed to borrow more than twice the amount of the accumulated sick leave he/she had prior to their illness.
2. No employee may borrow from the bank more than one time in any school year.



3. No sick leave which has been contributed to the Sick Leave Bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.
4. No employee can borrow sick leave for absence due to an illness or injury arising out of, and in the course of, employment.
5. Satisfactory medical documentation shall be provided to the administrators of the Sick Leave Bank, to include a brief diagnosis, start date of illness and expected date of return to work.
6. There has been no disciplinary action relating to abuse of sick leave for the previous school year.

**Section 5:** When an employee who has borrowed from the Sick Leave Bank returns to work any remaining sick bank hours will be returned and they shall begin repaying the bank at a rate of one-half (1/2) of the amount they earn each month until the total amount is repaid.

**Section 6:** Applications for Sick Leave Bank usage shall be made to the CSEA Unit President or his/her designee.

#### **ARTICLE 19 - PAST PRACTICE**

Any past practice or benefit presently in effect and not modified or abridged by this agreement shall continue in full force and effect for the term of this agreement.

#### **ARTICLE 20 - OVERTIME/COMPENSATORY TIME**

Employees covered by the collective bargaining agreement shall be offered overtime prior to the District offering the overtime to a substitute.

Time and one-half will be paid for all hours over forty (40) hours worked per week (including prior approved paid leave time). Such hours will be payable in cash or as compensatory time. Whenever possible, selection of cash or compensatory time will be mutually agreed upon with the supervisor retaining the final decision. The inclusion of approved paid leave time does not apply to bus drivers.

Employee shall be made aware of the option selected at the time the employee accepts the assignment.

Thirty-five (35) hour per week employees will be paid or receive compensatory time between the hours of 35 and 40 at straight time rate for all hours worked.

Employees shall be made aware of the option selected at the time the employee accepts the assignment.

Compensatory time must be taken within four (4) weeks of having been earned. If a request to use compensatory time is denied, an extension of two (2) weeks may be granted. If extension is not met, the employee shall be paid the cash equivalent.

Compensatory time may be accumulated up to a maximum of forty (40) hours.

#### **ARTICLE 21 - SHIFT DIFFERENTIAL**

Employees assigned to work on a shift other than the normal day shift of eight hours, which is defined as falling between the hours of 7:45 a.m. and 5:00 p.m., will be compensated with a stipend of \$14.00 (\$.35/per hour) per week above and beyond their regular hourly rate for all weeks when they work the second shift.

#### **ARTICLE 22 - CALL-IN PAY**

Employees who are called in to work prior to or following their normal regularly scheduled work hours will be compensated for a minimum of one (1) hour in addition to hours actually worked.

#### **ARTICLE 23 - LIABILITY PROTECTION**

The Employer will provide the appropriate liability coverage to cover employees for any act or action performed in connection with the employee's routine assigned duties.

#### **ARTICLE 24 - MILEAGE FOR USE OF PERSONAL VEHICLE**

The Employer agrees to reimburse employee at the rate established annually by the Board of Education for all business related mileage incurred by use of the employees personal vehicles.

## ARTICLE 25 - LABOR/MANAGEMENT COMMITTEE

The Employer agrees to establish with the union a joint committee.

## ARTICLE 26 - HEALTH INSURANCE

Current plan is administered by Blue Cross/Blue Shield. The Plan Document and Administration Manual are herein incorporated by reference.

The District will subscribe to the P.P.O. option endorsement including the \$10.00 co-payment for brand name prescriptions with a \$0 co-payment for generic prescriptions. Covered charges for brand name prescription drugs received from a participating pharmacy under the Central Southern Tier Health Care Plan shall be subject to a \$10.00 per prescription co-payment where a generic equivalent of the prescription drug is not available. The co-payment for a brand name prescription that costs less than \$10.00 shall be the amount of the prescription charge. If a generic equivalent is available, the plan will pay only the cost of the generic drug and there will be no co-payment. If a covered person receives a brand name drug when a generic drug is available, the covered person will pay the difference between the cost of the brand name drug and the generic drug. The \$10.00 co-payment in this event will not apply. The provisions of this paragraph will not apply if the prescribing physician can justify to the plan administrator the medical necessity for using a non-generic drug in which case the covered person will only be responsible for the \$10.00 co-payment. If a covered person claims a reimbursement, it is his/her responsibility to provide the plan administrator with a statement from his/her physician indicating the medical necessity for using the non-generic drug after the prescription has been filled. Covered charges for generic prescription drugs received from a participating pharmacy under the Central Southern Tier Health Care Plan shall be paid in full. No co-payment shall apply.

There will be a \$10.00 charge for each physician office visit.

A \$50.00 co-payment will be charged for emergency room visits that are not life threatening.

All ten, eleven and twelve month employees who are regularly scheduled to work a minimum of thirty (30) hours per week are eligible for health insurance. The Employer will pay 90% of the annual premium for family or individual coverage. The employee will be required to pay the rest of the actual premium cost.

Bus drivers who are regularly scheduled to work thirty (30) hours per week or its equivalent are eligible for health insurance on the same basis as a full-time employee. For bus drivers the equivalent is earning an annual salary of \$8,190. Earning this amount in one school year entitles the bus driver to participate in the health insurance plan as a full-time employee during the following school year. Once eligible, involuntary reductions in employment time will not remove eligibility.

If both spouses are employed by the district, the district will pay for only one (1) family plan; or if the carrier permits, two (2) single plan where appropriate. The following employee's are grandfathered: Ken Bentley, Marge Mosher and Christy Sisson.

Ten, eleven and twelve month employees who are regularly scheduled to work a minimum of fifteen hours per week may elect to participate in the health care plan. For these employees the Employer will contribute 50% of the share it contributes for full-time employees.

Bus drivers who are regularly scheduled to work fifteen (15) hours per week or its equivalent may elect health insurance on the same basis as a part-time employee. The equivalent is earning a salary of \$4,500. Earning this amount in one school year entitles the bus driver to participate in the health insurance plan as a part-time employee during the following school year.

Employees whose hours of employment change during the year will have the appropriate adjustment made in their health insurance coverage.

Any employee who is eligible for full-time health insurance coverage and does not enroll in the plan will receive \$600. In order to be eligible for this payment, the employee must be employed from July 1 to June 30 of the year and not be enrolled in the plan for any of that time. Payment will be made in the second paycheck of June.

The District agrees to continue the current Internal Revenue Service Section 125 Plan, also known as a Flexible Spending Account. As a one time deal, the school district has agreed to allow employees until close of business on September 6, 2000 to complete the form for this year. If the form is not completed by the close of business on September 6, 2000 you will be ineligible to receive this benefit this year.

In the third, fourth and fifth year of the contract, the district agrees to provide employee's with health insurance coverage the following stipend which will be incorporated into the employee's flexible spending account:

Single coverage:	\$ 50.00
Family coverage:	\$100.00

Dental coverage is available to full-time employees. If you have questions, contact the business office.

No change in current coverage shall be made by the Employer without prior approval of the Union.

#### **ARTICLE 27 - OUT-OF-TITLE**

Any employee required to work in a job title that pays a higher rate than does his/her regular job, shall be paid the higher rate for all hours worked in that job after filling the position for fifteen (15) days or more in any fiscal year.

#### **ARTICLE 28 - DEFERRED COMPENSATION**

Payroll deductions will be made available by the Employer for those employees wishing to participate in a qualified, voluntary tax-sheltered account. The Employer is not responsible for such funds once deducted and transmitted to the appropriate disbursing agent. Additionally, the Employer is not responsible for the plan once voluntarily chosen by the employee(s).

#### **ARTICLE 29 - EVALUATIONS**

All employees will receive an annual written evaluation. This evaluation will be completed by the employee's immediate supervisor. The supervisor will discuss the evaluation with the employee and the employee will be given the opportunity to attach written comments. A copy will be given to the employee and a copy will be sent to the Superintendent for inclusion in the employee's permanent record. Evaluations should be completed by May 1<sup>st</sup>. An employee who does not receive an evaluation by June 30<sup>th</sup> shall be deemed satisfactory for that school year.

When evaluations are reviewed by the supervisor with the employee, the employee may request a union representative be present. The union representative will act as an observer only.

Appointments for such review shall be scheduled in such a way that sufficient time is provided to discuss the evaluation.

#### **ARTICLE 29A - PERSONNEL FILES**

There shall be an official personnel file maintained for an employee and kept in the Superintendent's Office. Upon prior written notice of at least two (2) working days, an employee may review his/her personnel file. No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without written notification to the employee. The employee shall receive a copy of such material upon request and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

#### **ARTICLE 30 - IN-SERVICE**

All employees are encouraged to participate in in-service activities which are relevant to their work. The District will provide released time and pay for approved in-service.

#### **ARTICLE 31 - EMERGENCY CLOSINGS**

**Section 1:** On days when school is closed due to snow or other official declared emergencies; ten (10), eleven (11) and twelve (12) month employees are expected to report to work as safety and individual conditions permit.

Employees who may be more than one hour late must call in to their immediate supervisor.

School nurse(s), health monitor(s), teacher aide(s), family worker(s), library typist(s) will follow the teacher's schedule for emergency closings.

Bus drivers and cafeteria workers are not expected to report.

**Section 2:** In those cases when the Steuben County roads are officially closed, employees are not expected to report to work and will not be required to charge their leave accruals.

On these occasions, employees who are called in to work will be compensated under the call-in pay policy of Article 22.

### **ARTICLE 32 - LAYOFF PROCEDURE**

Permanent employees are to be laid off in accordance with all present and future applicable sections of the Civil Service Law.

### **ARTICLE 33 - EMPLOYMENT SECURITY**

Should there be proposed a loss of present jobs by permanent employees as a result of any decision the Employer may make to contract out for goods and services, the Employer agrees to provide CSEA with sixty (60) days notice of its intent.

### **ARTICLE 34 - POSTING/VACANCIES AND PROMOTIONS**

All vacancies and promotional opportunities shall be posted at least ten (10) working days prior to the date they are to be filled.

Announcements shall contain the title, shift, minimum qualifications and location of the vacancies. Copies of such postings will be sent to the unit president at the time of posting.

Employees who wish to be considered shall be allowed to file appropriate notice with the designee of the Employer prior to the expiration of the posting.

Appointments to higher salaried positions will be made from among candidates meeting the minimum qualifications, who make timely application. Selection will be made by the supervisor based on a consideration of a variety of criteria including seniority. An appeal of this decision may be made by following the grievance procedure prescribed in Article 8.

Requests for transfer or reassignment shall also be considered using a variety of criteria including seniority, providing applicants meet the minimum qualifications for the position.

### **ARTICLE 35 - CONFERENCE DAYS**

All employees required to attend Conference Days will be compensated at their regular hourly rate for all hours worked up to eight (8) hours per day.

### **ARTICLE 36 - EARLY RETIREMENT INCENTIVE**

Employees who are age 55 or more and eligible under the provisions of the New York State Retirement System to retire will be offered a cash bonus equal to 15% of their final year's annual salary.

Such incentive will be made available on a one-time only basis in the 1997/98 school year for those electing to retire under this option.

Prior written notification to the District will be required of intent to retire.

Section 41 (j): Application of unused sick leave as additional service credit upon retirement. Upon retirement an employee shall be entitled to additional service credit for all accumulated unused sick leave pursuant to the provisions of Section 41 (j) (up to 165 calendar days service credit toward retirement) of the Retirement and Social Security Law.

### **ARTICLE 37 - HEALTH AND SAFETY**

The District shall continue to make reasonable and necessary provisions for the safety and health of its employees during hours of employment. All employees covered by this agreement shall cooperate in the implementation of all such reasonable and necessary safety and health provisions. It is recognized as being the mutual obligation of the district and the union to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices and jointly to assist in the prevention of accidents. Any safety and health issues shall be in writing and presented to the labor/management committee for review and response.

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**APPENDIX A -JOB TITLES**

**TRANSPORTATION**

Bus Attendant  
Bus Driver  
Bus Mechanic  
Head Bus Mechanic

**CLERICAL**

Account Clerk  
Account Clerk-Typist  
Attendance Clerk/Counselor  
Clerk  
Library Aide  
Library Typist  
Senior Account Clerk-Typist  
Senior Typist  
Typist

**CAFETERIA**

Assistant Cook  
Cook  
Food Service Helper  
School Lunch Driver  
School Monitor  
Senior Food Service Helper

**CUSTODIAL/MAINTENANCE**

Building Maintenance Mechanic  
Cleaner  
Custodian  
Groundskeeper  
Head Custodian  
Laundry Worker

**NURSING**

Licensed Practical Nurse  
Registered Professional Nurse

**MISCELLANEOUS**

Audio-Visual Aide  
Family Worker  
Parent Center Asst. Director  
Parent Center Director  
Teacher Aide

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**Management/Confidential Titles Not Included In The Bargaining Unit:**

Account Clerk-Typist (Board Clerk)  
Director of Facilities  
Personnel Clerk  
School Lunch Manager  
Senior Typist (District Office - Superintendent's Secretary)  
Transportation Supervisor

## APPENDIX B

### WORKDAY/WEEK/YEAR

#### WORK YEAR CALENDAR

The work year for all twelve-month employees begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.

The work year for ten month employees begins on September 1<sup>st</sup> and ends on June 30<sup>th</sup>.

School nurses, library clerks, library typists, family worker, health monitor and teacher aides will follow the teachers' calendar.

The work year for the attendance clerk shall be eleven (11) months. From September 1<sup>st</sup> to June 30<sup>th</sup>, the attendance clerk shall follow the calendar for ten-month clerical employees. The summer hours for the attendance clerk will be set by the secondary principal and the attendance clerk to insure that the summer responsibilities are accomplished. The number of work days for the month of August may be worked over the months of July and August, as approved by the secondary principal.

The Transportation Supervisor and School Lunch Manager will establish the work year for bus drivers and cafeteria workers. Bus drivers and cafeteria workers will be guaranteed a work year of at least 182 days.

Latch key workers will follow the teachers' calendar. Other work days may be authorized by the Community Schools Coordinator.

Ten (10) month employees who return to work earlier than their designated date of September 1<sup>st</sup> will be compensated at their regular rate of pay. Such request shall be with the approval of the Superintendent of Schools.

Any additional days worked during summer recess will be with prior approval and notice of their supervisor.

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#### WORKDAY

The normal work day for ten, eleven and twelve month employees is 7:45 a.m. to 4:15 p.m. During this time all employees are entitled to a one-half hour lunch period and two fifteen minute breaks. The Bus Garage Mechanic is entitled to a one hour lunch.

Maintenance staff, guidance typist and day-time cleaning staff will normally work from 7:00 a.m. to 3:30 p.m. During this time they are

entitled to a one-half hour lunch period and two fifteen minute breaks.

School nurses, health monitors and teacher aides will work the same hours as the teachers in their building. During this time they are entitled to a one-half hour lunch break and two fifteen minute breaks.

Night shift employees, such as custodians, cleaners and maintenance mechanics, will normally work from 3:00 p.m. to 11:30 p.m. During this time they are entitled to an unpaid one-half hour lunch break and two fifteen minute breaks.

On days when school is not in session, all ten, eleven and twelve month employees will be allowed to leave 45 minutes earlier than their normally scheduled work time. During this time they will be allowed a 30 minute paid lunch break and a 15 minute break. Normally the night cleaners will work days. Occasionally, they will be scheduled on evenings; i.e., night graduation.

On days before holidays when school will not be in session, all ten, eleven and twelve month employees will be dismissed thirty (30) minutes before their normal dismissal time.

The Transportation Supervisor and School Lunch Manager will establish hours for bus drivers and cafeteria workers depending on the need for each individual employee.

Full-time school lunch staff will work hours as assigned by the School Lunch Manager. They are entitled to two (2) fifteen minute breaks during that time.

Part-time school lunch employees who work over four hours are entitled to one 15 minute break.

Bus drivers and bus monitors are part-time, ten-month employees.

The employer shall allow each employee an uninterrupted lunch break. The lunch break of the employee may only be interrupted in the case of an emergency. If an emergency does occur and the employee must interrupt the lunch break, the employee, once the emergency has subsided, shall be allowed to resume and complete the full lunch break.

Flex Time: On days when school is not in session, the determination as to whether an employee may work a flexible schedule shall be made by the immediate supervisor and/or department head. The determination of an individual's flexed schedule shall be made between the individual and his/her supervisor/department head. In the event two or more persons in the same department request the same flex schedule

but cannot be accommodated, the most senior individual shall have first preference. In the event that an individual and his/her supervisor/department head cannot agree on a flex schedule, the individual's hours will remain the same as they were previous to the adoption of flex time. In the event that the supervisor/department head decides to cease flex time, the employee(s) shall be given ten (10) working days written notice.

Normal work week will be Monday through Friday.

### APPENDIX C

#### BUS DRIVER POLICIES

1. Union representatives will meet with the Transportation Supervisor and the Business Administrator and Superintendent to discuss any change to existing policies.
2. Overnight and extra trip list will be a combined list.
3. If an extra trip is taken on a weekend and the driver does not show up for work on Monday, he/she will lose the next scheduled trip.
4. All trips that are taken to nearby communities in which the event will last several hours, such as track meets, the driver will not be paid to stay all day. He/she will deliver the students to the event and then return home. He/she will then return later in the day to pick up the students for the return home. The driver will be paid the driving time plus any waiting time at the event, if necessary. Also the driver will be paid bus clean-up time.
5. Trip turndown policy will remain the same as in the past. It is recommended that you try to notify your supervisor at least one day in advance if you must turn down a trip. This will allow reasonable time to find a substitute.
6. For overnight trips the driver will receive pay for all on duty time driving plus clean-up time. This will be verified by use of drivers daily log; plus bus clean-up after returning. The driver will also receive \$50.00, (2) meals - dinner and breakfast, and room.
7. Pay for extra trips is based on the drivers' regular pay with these exceptions:
  - A. Trip eight (8) hours a day or longer where the actual driving time is six (6) hours or less: the maximum pay for these trips will be eight (8) hours pay at the driver's regular

rate. This rate is used in place of paying the regular rate for driving time and a lesser rate for waiting time.

- B. Trips eight (8) hours a day or longer where the actual driving time is more than six (6) hours: the driver will be paid for the total time of the trip.
  - C. Trips eleven (11) hours or longer will be paid in full regardless of driving time.
8. If a driver leaves his/her route to take an extra trip and then the extra trip is canceled or not scheduled, the driver will be paid his/her route time and will be offered the next available unscheduled extra trip.
  9. If a driver is called in to take a scheduled extra trip and the trip has been canceled or is not available because of a schedule conflict, then the driver will receive pay for one (1) hour.
  10. Meals will not longer be paid on trips except a trip eight (8) hours or longer which will be allowed one meal not to exceed \$6.00.
  11. Ski trips will be run as in the past. However, the number of buses scheduled to go can change on the day of the trip. If the drivers get to the school and the number of students present can get on a fewer number of buses, the teacher in charge will tell the driver who is last on our trip list that he/she will not be needed that day. The driver will then return to the bus garage and will be paid the one (1) hour call-in pay and be offered the next available unscheduled extra trip.
  12. Drivers who are regularly scheduled to work thirty-five (35) or more hours per week will be allowed to participate on extra trip list providing their time does not exceed forty (40) hours per week.
  13. To be eligible for the extra trip list, a driver must have driven a regular route as a sub-driver or regular route driver for six (6) months. Any exceptions to this would be determined by the supervisor after conferring with the union representatives.
  - ~~14. All open routes will be posted for bid. During the school year they will be posted for one week. During summer months they will be posted for two weeks and the union representative will be contacted and informed of such posting.~~
  15. Drivers that substitute for others on afternoon routes will receive one (1) hour's pay if the route is less than one (1) hour.

Example being when drivers drive for absent Valley drivers on afternoon routes after making their Valley runs.

16. The supervisor will evaluate candidates for a bid route and make a final decision before a route will be awarded. All areas of the candidate's job performance, including seniority, will be evaluated.
17. All routes will be established at the beginning of school year. Times for those routes will be determined by the drivers after they running of those routes for a few days. The supervisor will verify the time with the driver before the time is established. Also, any clean-up and pre-trip inspection time will be added at this time. All route times may be adjusted by the supervisor if for some reason a route changes. Drivers have the responsibility of reporting route change times to your supervisor. Time adjustments would be done only after conferring with the driver. A hearing will be held with the driver if route changes affect the insurance benefit.
18. Drivers who have established routes during the day that would interfere with the swim schedule will not be allowed to participate on the swim schedule.
19. Drivers should be informed that cameras may be placed randomly on their bus route. Viewing of the videotapes will initially be done by the supervisor. The driver will view the videotape at his/her earliest convenience. Subsequent use of the videotape will be by school personnel in conjunction with any incident observed on the videotape. This may include viewing of the videotape by students and their parents/legal guardians.
20. On posted lists such as the extra trip list, senior driver names will be entered at the top of the list. This also holds true for the substitute list on these same lists. Equal opportunity will be given to all drivers on these lists with respect to quantity, not quality. All new drivers will be added to the bottom of list.
21. The supervisor reserves the right to appoint a driver to drive a BOCES route after its been vacated by the present driver.
22. Appointments to such posted route(s) as Pre-K, late bus, BOCES and summer school shall be appointed to said route when vacant with all qualifications including seniority given consideration.
23. Drivers will be required to clean their buses for DOT inspection twice per year. A minimum of three (3) hours will be required for such assignment and the drivers will be compensated at their

regular rate for such assignment for up to three (3) hours annually.

24. Drivers required to administer first aid, when needed, will be provided with appropriate training and certification of their ability to perform such duties. Training will be provided at the District's expense and those required to attend such training will be compensated at their regular rate for all hours required for attendance.
25. Drivers will be paid \$150.00 for a twenty (20) hour course to be paid at the completion of the course. New test mandates will be paid for Commercial Driver Licensing after they have driven for the District for a period of six (6) months, effective September 1992.

All the above-listed policies are subjected to the grievance process if there is a question of interpretation or application of said policies.

26. Bus drivers will be compensated up to two (2) hours for the biannual behind the wheel road test (Article 19A).
27. If required to work on days when school is not in session, drivers will be compensated at their regular hourly rate for all hours worked.
28. The District shall reimburse drivers for the difference in cost between a regular driver's license and a CDL. Reimbursement shall be made upon presentation of a receipt confirming the amount paid for the CDL.

This agreement is hereby entered into by the undersigned effective October 30, 2000:

**FOR THE UNION**

**FOR THE DISTRICT**

\_\_\_\_\_  
Terri Menkiena, Labor Relations Specialist

\_\_\_\_\_  
Harold Hall, Superintendent

\_\_\_\_\_  
Marge Mosher, Unit President