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Contract Database Metadata Elements

Title: **Gates Chili School District and Gates Chili Automotive and School Bus Mechanics Association (2002)**

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Union: **Gates Chili Automotive and School Bus Mechanics Association**

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MEC/5086

AGREEMENT BETWEEN

THE GATES CHILI SCHOOL DISTRICT SUPERINTENDENT

AND

THE GATES CHILI AUTOMOTIVE AND SCHOOL BUS MECHANICS' ASSOCIATION

EFFECTIVE

JULY 1, 2002 - JUNE 30, 2006

RECEIVED

JAN 30 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1

RECOGNITION AND NO STRIKE

1. Pursuant to the New York State Public Employees Fair Employment Act, the Gates Chili Board of Education recognizes the Gates Chili Automotive and School Bus Mechanics Association as the exclusive negotiating representative for all employees in the unit, including the positions of Bus Mechanic and Foreman.
2. The Association agreed that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Gates Chili Central School District.

ARTICLE 2

RETIREMENT PLAN

1. The 75i Retirement Plan, Plus Option 41-J (Application of Unused Sick Leave) of the New York State Employees Retirement System shall be fully paid for by the Board of Education.

ARTICLE 3

HEALTH INSURANCE

1.
 - A. Through June 30, 2004, the District will provide at least the same health insurance benefits as provided through the Rochester Area School Health Plan (RASH) for all full time employees employed prior to July 1, 1977. Subject to the limitations set forth in Section 1. B. of this article, the District agrees to pay an amount equal to 90% of the cost of providing these benefits and 90% of the cost for Major Medical benefits for all full time employees employed prior to July 1, 1977.
 - B. Through June 30, 2004, all regularly employed personnel hired after July 1, 1977 will pay 40% of the total cost of premiums during their first year of employment. The employee contribution during the second year of employment will be 30% of the total cost of premiums. Employees hired prior to July 1, 1994 and after completing two years of continuous service will have their health insurance premiums paid at the rate described in Section 1. A. of this article. For employees hired on or after July 1, 1994 and after completing two years of continuous service, the District agrees to pay an amount equal to 85% of the cost of providing those benefits described in Section 1. A. of this article.
 - C. In the event a dividend/refund is received from the health insurance provider, that dividend/refund will be retained by the district.

HEALTH INSURANCE (Continued)

2. Through June 30, 2004, the district will pay \$175 for each participant for the Dental/Vision Option C11 Plan.
3. Effective July 1, 2004, the district will implement a Section 125 Cafeteria Benefits Plan; the District will pay the following into this plan:
 - a. The District will contribute up to an \$8535 health insurance allocation towards a family/2 person medical insurance plan and other options such as dental, vision, major medical, etc., noted in the Cafeteria Benefits Plan of the employee's choosing for all full time unit members.
 - b. The District will contribute up to a \$3200 health insurance allocation towards a single medical insurance plan and other options noted in the Cafeteria Benefits Plan of the employee's choosing for all full time unit members.
 - c. Full time unit members who are currently enrolled in a District medical insurance plan as of June 30, 2004, and decide not to continue their enrollment in the District's medical insurance plan will receive an annual payment into a 125 Cafeteria Benefits Plan equal to \$4,000. The member needs to provide evidence of other medical coverage. The District will provide two payments semi-annually each January 1 and July 1, respectively, as long as the member remains covered by a medical plan provided by a source outside of the District and the member remains employed on a full time basis by the District. This payment will be prorated when the unit member separates service with the District for any reason, or elects to join a District medical insurance program during the year
 - d. The District will increase the contribution amount (s) noted above by 85% of any increase based on the rates of the Blue Choice Select Plan and Blue Cross Dental Plan (this adjustment will be made on January 1).
4. Effective July 1, 2004 for all full time employees hired after July 1, 2004, the District will contribute sixty percent (60%) of the health insurance premiums described in Section 1 of this article during their first year of enrollment. During their second year of enrollment, the District will contribute seventy percent (70%) of the aforementioned premiums. Thereafter, they will pay the same proportion toward their health insurance premiums as described in Section 3 of this article.
5. Effective July 1, 2004, the district will annually allocate \$500 as a Flex Benefit Allocation in the Section 125 Cafeteria Benefit Plan for all unit members.

HEALTH INSURANCE (Continued)

6. Any member working less than full time will have the benefits prorated accordingly.
7. Employees retiring after age 55 having at least 15 years of service in the District will have premium payments for health benefits continued at the same rate as that agreed upon by the Automotive and School Bus Mechanics Association and the District.
8. The Association agrees to cooperate with the District in its efforts to contain health insurance costs. It is also understood that any change of the administering agency shall be made by mutual agreement only.
9. Employees who elect to participate in an alternative HMO plan(s) offered by the District in lieu of the health benefits plan described in this Article shall pay the difference between the cost of the plan selected and the District's contribution.
10. The District will continue to provide a Section 125 flexible spending arrangement benefits plan.

ARTICLE 4

JURY DUTY

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such service will be turned over to this school district less any expenses incurred for parking or food when supported by receipts.
2. When a stipend or payment is received, employees are responsible to submit receipts for related expenses using proper District reporting procedures as defined by the Superintendent.
3. When a stipend or payment is not received for jury duty, employees will be given leave at full salary. Expenses incurred will not be the responsibility of the School District when a stipend or payment is not received.

ARTICLE 5

SICK LEAVE

1. All employees covered by this Agreement shall be entitled to an unlimited accumulation of sick leave. Sick leave shall be earned at the rate of one (1) day per month. Any employee, however, who works less than five (5) days per week shall have his/her sick leave prorated.
2. Through June 30, 2004, if an employee does not use any sick days in a school year (July 1 - June 30), then that employee will receive one additional paid vacation to be used on a date mutually agreed to by the employee and his/her immediate and department supervisor. This day must be used during the months of July or August immediately following the year in which no sick days were used.

Effective July 1, 2004, if an employee does not use any sick days in a school year (July 1 - June 30), then that employee will receive two (2) additional paid vacations to be used on a date mutually agreed to by the employee and his/her immediate and department supervisor. This day must be used during the months of July or August immediately following the year in which no sick days were used.

Effective July 1, 2005, if an employee does not use any sick days in a school year (July 1 - June 30) then that employee will receive three (3) additional paid vacations to be used on a date mutually agreed to by the employee and his/her immediate and department supervisor. This day must be used during the months of July or August immediately following the year in which no sick days were used.

ARTICLE 6

GRIEVANCE PROCEDURES

DEFINITION

1. A. Grievance is a claim by an employee that there has been a violation, a misinterpretation, or inequitable application of any provision of this Agreement.
- B. Grievances must be taken up at Step 1 of the following procedures within ten (10) working days following the date that any employee should have known of the condition on which the grievance is based.

BASIC PRINCIPLES

2. A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner at the lowest possible level. Each party to

GRIEVANCE PROCEDURES (Continued)

a grievance shall have access to all written statements and records pertaining to the case.

- B. Time limits at any stage of the procedure may be extended by mutual consent between the Association and the District. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next higher step of the procedure. Should the Association not meet the time limits of the procedure, the grievance will be considered as resolved at the last response.
- C. All grievance records and documents shall be filed separately from personal folders.
- D. All time limits in the procedure refer to working days.

STEPS

- 3. A. Step 1. The Grievant shall submit the grievance in writing to the Transportation Director. The Transportation Director will respond in writing within ten (10) working days.
- B. Step 2. If the Grievant is not satisfied with the response at Step 1, he/she may, within five (5) working days of receipt of the response, submit the grievance in writing to the Superintendent.
- C. Step 3. After reviewing the grievance, the Superintendent will submit in writing his/her decision to the grievant within ten (10) days. The Superintendent's decision will be final.

ARTICLE 7

EXTRAORDINARY LEAVE OF ABSENCE

- 1. The District recognizes that certain circumstances other than personal illness or injury are beyond an individual's control and may require absence from regular duties. Therefore, employees may, for compelling reasons and subject to administrative approval, be allowed extraordinary leave of absence days with full pay.
- 2. A written request, stating reasons, shall be given to the Assistant Superintendent for Administration and Personnel at least three (3) days prior to the beginning date of requested leave and the decision of the Assistant Superintendent for Administration and Personnel shall be final.

EXTRAORDINARY LEAVE OF ABSENCE (Continued)

3. Loss of pay for any intentional misuse of extraordinary leave of absence will be contingent upon recommendations made to the Superintendent by the appropriate administrator.

ARTICLE 8

DEATH IN THE FAMILY

It is the purpose of this Article to authorize the payment of full salary for a period not to exceed three (3) days to any employee who is absent as a result of a death in the family.

1. For the purpose of this article the term "family" shall include father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, grandparents, daughter-in-law, son-in-law.

If a request is made for individuals not mentioned previously, said request must be approved by the Assistant Superintendent for Administration and Personnel.

2. It is expected that notification shall be given to the appropriate supervisor so that necessary arrangements for substitutes can be made.
3. Any leave of absence granted under this policy is not deductible from the leave of absence allowed for illness. The limit of three (3) days is for each occurrence.
4. Under extraordinary conditions, the Superintendent may grant additional time.

ARTICLE 9

EMERGENCY CLOSING

1. Any day an employee reports to work and school is closed for emergency reasons, the employee will be paid at a rate equal to one and one half times their regular rate for hours worked.
2. Any day an employee reports to work as scheduled and he/she is subsequently informed to go home as a result of an emergency closing, he/she will receive their regular hourly rate for his/her regularly assigned hours for the day (s).

ARTICLE 10

VACATIONS

1. Vacations shall be scheduled at the discretion of the appropriate supervisor and shall be as follows for full time employees:

Two (2) weeks after one (1) year's service.
Two (2) weeks and one (1) day after three (3) years' service.
Two (2) weeks and two (2) days after four (4) years' service.
Two (2) weeks and three (3) days after (5) years' service.
Two (2) weeks and four (4) days after six (6) years' service.
Two (2) weeks and five (5) days after seven (7) years' service.

2. An additional one (1) day a year up to a maximum of twenty (20) days for each additional year of service.
3. Employees in their first year of work will earn vacation time to be taken in July or August as per the following schedule:

EXAMPLE

If hired in:

July of 1999	receive	10 days	in	July/August 2000
August of 1999	receive	9 days	in	July/August 2000
September of 1999	receive	8 days	in	July/August 2000
October of 1999	receive	7 days	in	July/August 2000
November of 1999	receive	6 days	in	July/August 2000
December of 1999	receive	5 days	in	July/August 2000
January of 2000	receive	4 days	in	July/August 2000
February of 2000	receive	3 days	in	July/August 2000
March of 2000	receive	2 days	in	July/August 2000
April of 2000	receive	1 day	in	July/August 2000
May of 2000	receive	1 day	in	July/August 2000
June of 2000	receive	0 days	in	July/August 2000

ARTICLE 11

HOLIDAY CALENDAR

1. All employees covered under this Agreement will have thirteen (13) paid holidays in each year of this Agreement. Holiday dates shall be determined by the Administration after adoption of the student calendar by the Board of Education.
2. Holiday pay will be granted only if the employee works the scheduled workday before and the scheduled workday after the holiday. The District may, upon the recommendation of the Transportation Director, pay individuals who cannot meet his obligation because of an emergency situation.

ARTICLE 12

LONGEVITY

1. Eligibility
 - A. Through June 30, 2004, all personnel covered by this Agreement will be eligible for longevity pay based on performance and length of service. The number of working days to be completed for eligibility are as follows:

<u>Longevity</u>			For <u>7/1/02</u>	<u>7/1/03</u>
I	5 years	\$275	If Hired by 10/1/97	10/1/98
II	8 years	325	10/1/94	10/1/95
III	12 years	350	10/1/88	10/1/89
IV	18 years	375	10/1/84	10/1/85

- B. An employee eligible for longevity between October 1 and September 30 of any school year will be paid his/her longevity in a lump sum in July or throughout the fiscal year commencing with the first payment in October.
 - C. As of July 1, 2004 longevity will be calculated as follows:

<u>Longevity</u>	<u>Years of Service</u>	<u>Rate Increase</u>
Longevity I	5 years	.13
Longevity II	8 years	.16
Longevity III	12 years	.17
Longevity IV	18 years	.18

LONGEVITY (Continued)

The longevity amount will be added to the member's hourly rate on the anniversary date in which they meet the years of service noted above.

2. Procedure

Recommendation by the immediate supervisor or administrator in charge, and subject to the approval of the Superintendent.

ARTICLE 13

TIME AND ONE-HALF

1. An employee who works over forty hours (40) per week will be entitled to receive pay computed at one and one-half (1 1/2) times his/her normal rate for all hours worked over the forty (40) hours. Vacation days and holiday hours are to be included in computing the forty (40) hours.

ARTICLE 14

INFORMATIONAL PRESENTATIONS

1. The District will make an effort to hold informational meetings concerning benefits and policies on a need basis during the school year.

ARTICLE 15

STAFF DEVELOPMENT

1. The District encourages staff members to participate in activities which will further develop their skills and job knowledge.
2. If individuals participate in after work in-service courses offered or approved by the District, approved participants shall receive a stipend at the rate of six dollars and fifty cents (\$6.50) per hour for successful completion of the course.
3. This one-time payment shall be included in the last paycheck in June.

ARTICLE 16

NEW POSITIONS AND VACANCIES

1. New positions and vacancies within this department will be posted and published so that employees can keep informed.

ARTICLE 17

SALARIES: July 1, 2002 - June 30, 2006

1. All new employees hired July 1, 2004, or after will receive at least the new minimum rate of \$12.00 an hour.
2. Member's hourly rates will be increased as follows:
 - Effective July 1, 2002, each returning unit members will receive an increase of \$0.95 on their 01/02 hourly rate.
 - Effective July 1, 2003, each returning unit member will receive an increase of \$0.95 on their 02/03 hourly rate.
 - Effective July 1, 2004, each returning unit member will receive an increase of \$0.95 on their 03/04 hourly rate.
 - Effective July 1, 2005, each returning unit member will receive an increase of \$0.95 on their 04/05 hourly rate
3. There will be a continued review of all personnel by the Supervisor of Transportation and/or his/her designee for recommendation to the Superintendent for possible salary increases. The Superintendent reserves the right to pay amounts beyond the salaries described above based upon job performance and present salary status.
4. Reimbursement will be made upon successful completion of coursework or attendance to programs pertaining to the job role with prior approval of the Supervisor of Transportation and the Superintendent of Schools.

ARTICLE 18

TOOL ALLOWANCE AND INSURANCE

1. The District agrees to provide, on a need basis, a tool allowance of \$225.00 per school year for each employee in the unit. Orders for tools must be submitted to the Supervisor of Transportation for approval. Effective of July 1, 2004, the District agrees to provide, on a need basis, a tool allowance of \$250.00 per school year for each employee in the unit. Orders for tools must be submitted to the Supervisor of Transportation for approval.

Each unit member will submit, on the request of administration, an inventory of tools that he/she maintains at the work site. In the event of an on site loss of such tools due to fire or theft (per most recent inventory on file), the District will purchase replacement tools up to a maximum cost of \$12,500.00 per unit member.

ARTICLE 19

PERSONAL FOLDERS

1. Each member will have the right, upon reasonable request and at reasonable times as determined by the Assistant Superintendent for Administration and Personnel and with the Assistant Superintendent for Administration and Personnel or his/her designee present, to personally review the contents of his/her complete personal file kept in the Personnel Office.
2. In any instance where an entry has been made, it shall be signed by both parties, placed in the unit member's folder and a copy given to the unit member. If the unit member agrees or disagrees with any entry, he/she may so indicate in writing and such statement shall become an attachment to said entry.

ARTICLE 20

OPERATOR'S LICENSE AND CRIMINAL RECORD CHECK FEES

1. Each unit member must have a valid Commercial Drivers License (CDL). The District agrees to pay the difference between the cost of a CDL and the cost of a normal operator's license.

ARTICLE 21

SAVING CLAUSE

This Agreement and all provisions herein are subject to applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

ARTICLE 22

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2002, and shall continue in effect through June 30, 2006.

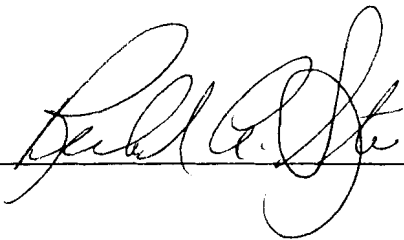
This Agreement between both parties may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

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

GATES CHILI AUTOMOTIVE AND SCHOOL
BUS MECHANICS' ASSOCIATION

SUPERINTENDENT OF SCHOOLS


Representative



5-17-04
Date

5-17-04
Date