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

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Table of Contents

PREAMBLE	1
ARTICLE I - AGREEMENT	1
ARTICLE II - FAIR PRACTICE	1
ARTICLE III - WORKING CONDITIONS.....	2
A. Covered Employees.....	2
B. Workweek - Workday.....	2
C. Term of Employment	3
D. Pay Period.....	4
E. Wages.....	4
F. Inservice Training.....	6
G. Overtime Rosters.....	6
H. Call-In Time.....	7
I. Work Clothes.....	7
J. Insurance - Mechanics Equipment.....	7
K. Use of Personal Vehicle	8
L. Building Coverage for Activities.....	8
M. Bus Drivers - Special Provisions	8
ARTICLE IV - ABSENCES.....	11
A. Personal Days.....	11
B. Personal Sick Leave.....	12
C. Death Benefit	13
D. Retirement.....	13
E. Compensation - "On the Job" Injury	15
F. Bereavement Leave.....	15
G. Other Authorized Absences.....	16
H. Leave Without Pay.....	16
ARTICLE V - BENEFITS	17
A. Vacations – Twelve-Month Employees Only:	17
B. Holidays.....	17
C. Health Insurance	18
D. Other Benefit Provisions.....	22
E. Welfare Fund.....	23
ARTICLE VI - SENIORITY, TRANSFERS, PROMOTIONS, VACANCIES	23
A. Vacancy.....	23
B. Transfers.....	24

C. Seniority	25
D. Promotions.....	25
ARTICLE VII - OTHER EMPLOYMENT CONDITIONS:.....	25
A. Personnel Files	25
B. No Strike Pledge	26
C. Physical Examinations - Required by the Employer	26
D. Association Privileges.....	27
E. Layoff and Recall	27
F. Section 75 - Civil Service Law.....	28
G. Final Agreement Document	28
H. Hepatitis Immunizations.....	28
I. Safety Equipment	29
ARTICLE VIII - AGREEMENT REQUIRING LEGISLATIVE ACTION.....	29
ARTICLE IX - GRIEVANCE PROCEDURE	29
ARTICLE X - COMMITTEES.....	31
ARTICLE XI - MATTERS NOT COVERED IN AGREEMENT.....	31
ARTICLE XII - CONFORMITY TO LAW	31
ARTICLE XIII - EXECUTION OF AGREEMENT	32

PREAMBLE

The Carmel Central School District, hereinafter referred to as the "Employer" and Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, the Putnam County Local 840, Carmel Central School Unit, hereinafter referred to as the "CSEA" in recognition of the Public Employees Fair Employment Act (Taylor Law) desire to promote a harmonious and cooperative relationship between the employer and the employees covered under the terms and conditions of this Agreement.

ARTICLE I - AGREEMENT

This Agreement, entered into by due process, between the Employer and the CSEA, shall take into effect the 1st day of July 1, 2010, and shall remain in effect until the 30th day of June, 2012.

Recognition: The Employer hereby recognizes the CARMEL CENTRAL SCHOOL UNIT OF THE PUTNAM COUNTY LOCAL 840 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, as the sole and exclusive bargaining agent for employees in the following job classifications: Custodian, Cleaner, Mechanic, Custodian/Bus Driver, Cleaner/Bus Driver, Bus Driver, Bus Aide, Warehouseman, Courier, Mechanic's Helper, Groundsman, Groundsman/Cleaner, Groundsman/Cleaner II, Senior Groundsman, Assist. Grounds Foreman, non-supervisory Assist. Maintenance Personnel, Maintenance Assistants, Carpenter, Senior Mechanic, or for any newly created job classification for which a "community of interest" can be established. The Employer agrees that the terms and conditions of employment as contained in this Agreement will not be negotiated with any party other than the duly elected or appointed representatives of the CSEA. In the event new titles are created by the Employer during the term of this Agreement, the CSEA shall be informed, in writing, 15 days prior to the establishment of such new titles.

ARTICLE II - FAIR PRACTICE

The employee agrees to maintain its eligibility to represent the voting unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all members of the voting unit without regard to membership or participation in, or association with the activities of any employee organization. The Employer agrees that there will be no discrimination as to race, creed, color, sex, marital status, or membership in an employee organization.

ARTICLE III - WORKING CONDITIONS

A. Covered Employees

All employees, whether or not members of the CSEA Unit, working in job classifications as stipulated in the Recognition Clause (Article I) shall be subject to the terms and conditions of employment as contained in this Agreement.

B. Workweek - Workday

1. Employed prior to July 1, 1977 the normal workweek, unless mutually agreed otherwise by the Employer and the CSEA, Inc., shall be five (5) days, Monday through Friday. Exception, Saturday may be assigned as part of the normal workweek to:
 - a. Bus Garage Mechanics
 - b. An employee initially employed subsequent to July 1, 1977.
2. The number of hours of work on a daily basis shall be assigned by the Employer.
 - a. **Custodian/Cleaner** - The regularly assigned workday shall not exceed eight (8) hours, and the regularly assigned workweek shall not exceed forty (40) hours. Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the approved premium rate.
 - b. **10-Month Cleaners and School Year Drivers** - The regular workday shall not exceed eight (8) hours, and the regularly assigned workweek shall not exceed forty (40) hours. Assignments in addition to the regular assignment (i.e., mid-day or activity routes, field trips, Saturday, Sunday, or holiday, etc.) which generate a work day in excess of eight (8) hours shall be compensated at the approved premium rate.
 - c. **12-Month Custodian/Drivers and 12-Month Cleaner/Drivers** - The regular work hours per day shall not exceed eight (8) except for bus drivers on a regular route which requires more than a daily assignment of eight (8) hours. The number of hours of work on a weekly basis shall not exceed forty (40) hours except for bus drivers on a regularly assigned route which requires more than a weekly assignment of forty (40) hours. Assignments

in addition to the regular assignment (i.e. activity routes, field trips, Saturday, Sunday, or holiday, etc.) which generate a workday in excess of eight (8) hours shall be compensated at the approved premium rate.

3. A thirty-five (35) hour work week (7 hour work day), (paid 40 hours) shall be the normal assignment from July 1st to August 31st of any year covered by this contract. All other workdays shall be days of eight hours duration except snow days which shall be of seven hours duration.
4. The District shall have the right to use time clock or sign-in/sign-out sheets, or a combination thereof, to record daily attendance and work hours, including overtime and premium time.

C. Term of Employment

Each ten-month employee and school year employee in the bargaining unit shall be given a "Term of Employment" notice 30 days prior to each school year covered by this Agreement; subject to the following conditions:

1. Twelve-Month Employees: Approx. 260 days, 8 hours a day or more as assigned.
2. Ten-Month Employees: Approx. 216 days, 8 hours a day or as assigned.
3. School Year Cleaners: Approx. 180 days, hours as assigned.
4. School Year Bus Drivers & Bus Aides: Approx. 180 days, hours as assigned.
5. Substitutes and persons employed on a temporary basis are not covered by the terms of this Agreement:
 - a. A substitute to mean an employee hired to fill in for an absent employee on a day-to-day basis.
 - b. Temporary basis - a person employed on a temporary basis, not to exceed 180 days, is not covered by the terms of this Agreement.
6. Employees working a ten (10) month school year term of employment shall be entitled to benefits specifically detailed in this Agreement.
7. The right of the Employer to schedule hours of work for all employees shall prevail.

D. Pay Period

Bargaining unit members will be paid electronically in the following manner:

Twenty-one (21) equal pay periods for 10-month and school year employees.

Twenty-six (26) equal pay periods for 12-month employees.

The District reserves the right to switch to 20 pay periods for 10-month and school year employees and 24 pay periods for 12-month employees. Under such a scenario, bargaining unit members shall be paid on the 15th and the last workday of each month. If the 15th falls on a weekend or holiday, bargaining unit member will be paid on the last workday preceding the 15th. If the contract is ratified by the parties more than two weeks prior to July 1, 2008, the District will provide bargaining unit members with at least two weeks notice of the changes set forth in this paragraph regarding the switch to 20 pay periods for 10-month and school year employees and 24 pay periods for 12-month employees and that such change will result in such employees being paid on the 15th and the last day of each month.

The payroll stub provided to the employee shall disclose: gross earnings, authorized deductions, and net pay. All questions concerning an individual's earnings will be directed, in writing, to the payroll department for clarification. The School District shall not alter an employee's payroll without a one pay period notification, unless the employee has made a calculation error on their pay sheet. Employees shall be notified, if there is a challenge to their pay sheet.

Ten-month and school year employees may elect to have pay for their normally scheduled hours paid over a ten-month or twelve-month period, with payment for additional hours and overtime made on the basis of claim forms submitted. Payment for those hours will be made in the pay period following the one in which the claim form was submitted. Only drivers assigned routes within the boundaries of the Carmel School District and/or the St. James School shall be entitled to this provision. Any employee who takes an unpaid leave forfeits this provision for the remainder of that school year.

An employee who has not elected to have his/her pay provided over a ten or twelve months period as of the date of ratification of the Memorandum will not be allowed to elect same from this point forward. If an employee who elects for this payment method exhausts leave accruals, voluntarily goes off payroll or elects not to be paid in this matter at some future date, they will not be able to make this election again.

E. Wages

1. All employees shall be compensated according to the rates set forth in Schedule "A" which is attached to and made a part of this Agreement. Effective July 1

and annually thereafter, employees due an increment or longevity shall advance accordingly. Effective July 1, 2010, increase wages for all employees at all steps by 2.0%. Effective July 1, 2011, increase wages for all employees at all steps by 2.0%.

Effective July 1, 2010, all employees who are assigned to a shift which commences at 1:00 p.m. or thereafter during the afternoon, will be paid a shift differential of one thousand dollars (\$1,000.00). Part-time employees shall receive a proportionate differential based on the ratio of their time to full-time service. The payments in this section shall be retroactive for all members who were on the payroll as of ratification of this Agreement by both parties.

2. Effective July 1, 2008, ten-month and school year employees who work during the summer months in the same title as their school year title shall be compensated at no less than Step 4 for their summer work.

Ten-month and school year employees who work during the summer months in a different title than their school year title shall be compensated at no less than Step two (2) for their summer work.

Employees' seniority shall be an important consideration along with qualifications and availability for all summer job assignments.

3. Premium time - The employer agrees to pay premium time at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for authorized work performed:
 - a. In excess of eight (8) hours per day.
 - b. In excess of forty (40) hours per week.
 - c. On Saturday, provided that the Saturday is not part of the normal workweek as agreed.
4. Double Time - shall be paid on a paid holiday or a Sunday provided the Sunday is not part of the normal workweek as agreed.
5. Those employees called to report in one hour prior to the regular shift will be paid for the additional time. If the additional hour makes the workday more than 8 hours, the hour will be paid at the overtime rate.

F. Inservice Training

Bargaining unit members must attend District-sponsored training courses. Bargaining unit members, other than bus drivers, that fail to attend training courses for which they are provided at least 30 days advance written notice will be responsible for making up the training course and will be responsible for paying the cost of such makeup training courses, unless prior approval is granted by the Director of Facilities Operations and Transportation or the unit member provides a doctor's note within 5 days of the scheduled training that the employee failed to attend.

Both parties to this Agreement recognize the importance of Inservice Training Courses. All inservice courses offered by the Employer shall be: at the expense of the employer, scheduled at times mutually agreeable, and the employees shall be compensated at a regular hourly rate of pay, except for the mandated Basic Bus Driver Training Course for which there will be no compensation by the employer.

G. Overtime Rosters

Each Building Head Custodian or Department Supervisor shall maintain current rotating rosters for the purpose of assuring equal distribution of overtime to all personnel assigned to the Building Unit or Department.

The Supervisor of Transportation shall maintain current rotating rosters for the purpose of assuring equal distribution of overtime to personnel assigned to the Transportation Unit, with a separate rotating overtime roster maintained for the Mechanics. If a driver with an assigned midday run is out for five days or longer, the midday run will be assigned to the next driver eligible on the midday roster for the duration of the regular driver's absence.

An employee with a dual assignment, both in a building and transportation, shall be placed on the unit primary roster where the major portion of his time is assigned. An employee with a dual assignment may be placed on a unit secondary roster where he spends the minor portion of his daily assignment. A secondary roster in each unit shall be maintained on a rotating basis and may only be utilized when the unit primary overtime roster has been exhausted. It is expected that any employee who accepts an assignment will have the necessary ability to perform that assignment.

It shall be the practice of the Employer to maintain equalization in overtime for twelve-month and ten-month employees.

H. Call-In Time

An employee called in to work at a time other than his regular schedule or regular workday shall be guaranteed:

1. A minimum of two (2) hours at the prevailing rate.
2. A minimum of three (3) hours at the prevailing rate, if called in on a Sunday or a legal holiday.

Mechanics shall be called off the rotating roster as needed to move buses during weather emergencies.

I. Work Clothes

The District will continue to provide work clothes (uniforms) to employees in the titles of Bus Garage Mechanic, Carpenter, Groundsman/Cleaner, Senior Groundsman, Maintenance Assistant and Warehouseman as follows:

1. Bus Garage Mechanic: Uniforms, insulated coveralls (annually), safety shoes, a warm winter jacket and rain gear.
2. Carpenter, Groundsman, Groundsman/Cleaner, Senior Groundsman, Maintenance Assistants and Warehouseman: Up to five sets of uniforms, a warm winter jacket and rain gear, (provided all old uniforms and jackets are returned cleaned).
3. Groundsman/Cleaner, and maintenance personnel: One pair of coveralls and boots. These items must be worn by the employees.

It is understood that uniforms, safety shoes, insulated coveralls, warm winter jackets and rain gear remain the property of the District and are not to be used for personal use. The District shall determine the kind, quality as well as the frequency of their replacement.

J. Insurance - Mechanics Equipment

The employer shall "save harmless" all Mechanics from any loss of personal equipment used in the performance of their duties when such loss is caused by any reason other than the employee's own negligence. To recover any loss the Mechanic will file with the Supervisor of Transportation a list of all personal property used in the performance of his duties as a Bus Mechanic. The District shall establish a tool crib which shall contain metric

tools necessary for the proper maintenance of metric standard vehicles. This tool crib is for the use of Mechanics hired prior to the effective date of this contract. Mechanics hired subsequent to the effective date must have and use their own tools appropriate to the duties for which they were hired. Mechanics hired prior to the effective date of this Agreement, who use the metric tools located in the shop's tool crib, shall be responsible for their return and safekeeping, normal wear and tear excepted. All Mechanics shall be given a tool allowance of \$625 effective July 1, 2010. Receipts must be provided to the District for purchases made. Tool reimbursements shall be paid by the District within 45 days of submission.

K. Use of Personal Vehicle

An employee required to use a personal vehicle to travel on an assigned trip in performance of an authorized school function shall be reimbursed for mileage. This does not apply to travel to and from the employee's home. Authorized travel will be reimbursed at the rate established by the Board of Education. Authorized mileage shall constitute that required by the Employer in order that the employee may carry out assigned duties. No employee shall be required to use a personal vehicle unless mutually agreed.

L. Building Coverage for Activities

All school buildings open for public activity use at times other than the normal school day shall be attended by at least one regular full-time employee of the building staff. The Building Head shall assign employees from the overtime roster when overtime is involved. A regular, full-time employee shall be in attendance at the commencement of, during, and at the termination of said activity. However, whenever a member of the supervisory or administrative staff will be present for administrative meeting purposes, and takes responsibility for opening and closing the building and for security of the building, such coverage by a member of the Building and Grounds operational staff shall not be necessary.

M. Bus Drivers - Special Provisions

1. **Away Trips** - All out of District trips shall be assigned by the Supervisor of Transportation according to the seniority roster. However, when less than four students need to be transported to a single event, a teacher, coach or administrator could provide transportation. This does not apply to the transportation of handicapped students requiring wheelchair transportation. The District will verify that the driver is properly licensed, and the vehicle to be used is properly registered. The number of trips covered in this fashion is

limited to five per year. In each case, the President of the Union will be notified prior to the trip. Drivers who are members of the unit shall:

- a. Be guaranteed a minimum of four hours pay when the away trip falls on a Saturday. The employee will be guaranteed three hours pay when the away trip falls on a Sunday or legal holiday.
 - b. Be given five (5) days prior notice whenever possible when the trip occurs on a Saturday, Sunday, or a holiday. If less than five (5) days notice is given, the employee retains his status on the overtime roster, should the employee refuse the assignment.
 - c. The Supervisor of Transportation will notify the affected driver as soon as possible whenever a scheduled trip is cancelled. The employee will be eligible for the next trip.
 - d. A bus driver away on an overnight or weekend trip shall receive pay equivalent to eight (8) hours at the prevailing rate for each twenty-four (24) hour period out of the District, plus \$50.00 per day to cover personal expenses such as food and lodging.
 - e. Transportation employees who are directed to punch out at the end of their regular run and then directed to stand by for a possible emergency dismissal shall be compensated for that time.
2. **Handicapped Students** - The employer recognizes that the transportation of handicapped students requires special treatment. Bus Aides will be assigned to buses transporting handicapped children, as the employer determines necessary. Bus drivers are required to assist wheelchair students, safety conditions permitting.
3. **Bus Assignment** - Selection of Routes
- a. The Supervisor of Transportation shall post all regularly scheduled routes, with an assigned bus by number. However, the Supervisor may thereafter, at his discretion, substitute a bus with a similar capacity, when he deems it necessary.
 - b. Twelve-Month Bus Drivers/Custodians:
 1. Twelve (12) month Bus Driver/Custodians will pick from runs having a minimum of five (5) hours bus time, plus a mid-day and/or a mid-morning run or runs having one (1) hour or more bus time if needed for a minimum of six (6) hours bus time during a normal eight (8)

hour day. In the case of 12 month driver custodians hired after July 1, 1997, nothing in this contract shall entitle them to select a combination of routes and runs that would exceed eight hours for their normal work day.

2. Shall select from posted routes in accordance with seniority, as defined in this section (see Article VII(c) (2) of this Agreement).
 3. There shall be no building assignments outside the transportation area on days when school is in session. On Superintendents Conference Days and snow days, employees shall report to their assigned buildings.
- c. School Year Bus Drivers:
1. Shall select routes after all twelve (12) month drivers have selected.
 2. Shall select routes in accordance with seniority, as defined in Article VII(c)(2) of this Agreement.
- d. Once a driver has selected a route, no further option to select a route during the school year may be exercised, unless the driver can increase his/her daily hours. When a driver's run is increased after the pick is made and the District has reason to believe that the change will be temporary, the hours of the original pick will remain the basis for leave time. However, if the additional hours are still needed after 20 workdays, the increased time will be considered the driver's regular time for purpose of leave for as long as the additional hours are needed. If at that time, the additional time results in a day of 6 hours or more, the driver will be eligible for health insurance. If circumstances no longer require the additional hours, the driver's run will return to the original pick. If the driver had been made eligible for health insurance by the increase in hours, the driver may continue the coverage by paying the entire cost, unless otherwise provided for in the contract.
- e. If, during the school year, a bus driver or bus aide vacancy occurs for whatever reason, the employer shall post the vacancy for all runs of 5 hours or more, if the vacancy occurs up to January 31 of the school year. Said vacancies that occur after the above date may be filled by the School District at their discretion.
- f. A school year bus driver or a bus aide with a layover of one hour or more at the Transportation Office will not be paid layover time. If the layover at the Transportation Office is more than fifteen (15) minutes but less than one hour, the employee will be paid layover time provided that the employee

performs duties as assigned by the Supervisor of Transportation. **When calculating layover time, the time between runs is to be used.** The fact that a driver's or bus aide's run generates call-in time which ends less than one hour before the second run will not make them eligible for layover time. This is not meant to eliminate appropriate layover time. It does, however, eliminate payment being made for the same hours twice.

- g. The Assistant Superintendent of Business may facilitate a change in the run of a bus driver or bus monitor by changing the run with the least senior bus driver or monitor with the same hours, said change not to reduce the driver's or monitor's hours paid, when it is deemed in the best interest of the District only if mutually agreed upon by the Association and such agreement shall not be unreasonably withheld.

h. Early Dismissal

When the District changes the time of a regularly scheduled route so that a school or schools have a late arrival or early dismissal and this change is not due to an emergency situation (i.e., power outage, weather, interruption in water supply), each driver that drives a changed schedule will receive inconvenience pay of \$25.00 per day of occurrence. This amount to be paid in addition to any layover or call-in-pay. This provision does not apply to changes in drivers' schedules that are caused by schools other than those of the Carmel Central School District.

i. Bus Preparation Time

The employer agrees to a maximum of 15 minutes a.m. preparation time for bus drivers, preparation time to be included as part of the regular daily assignment.

ARTICLE IV - ABSENCES

A. Personal Days

1. Twelve-Month Employees - Four (4) personal days per school year. Unused, cumulative to sick leave.
2. All others - Three (3) personal days per school year. Personal days shall be non-cumulative and at the employee's option, unused personal leave may be credited to sick leave or paid to the employee at the end of the school year in accordance with the employee's regular daily assignment.

3. Prior application to and approval by the Unit Administrator is required. Personal days may be used to conduct personal business that cannot be conducted at any time other than during the regular workday. Under no circumstances can personal days be used to extend personal vacations. The District recognizes that some personal business may be of a confidential nature and will respect that confidentiality. In emergency situations, when prior approval is not possible, the employee shall make every effort to notify the immediate supervisor and shall seek approval from the Superintendent upon return to work.

B. Personal Sick Leave

1. **Twelve-Month Employees** – Effective July 1, 2008, fourteen (14) days per school year. Unused, cumulative to 180 days.
2. **All Others** – Effective July 1, 2008, eleven (11) days per school year. Unused, cumulative to one hundred and fifty (150) days.
3. **Twelve-Month Employees** – Effective July 1, 2008, employed initially during a school year shall earn sick-day credit at the rate of 1.17 days per month from the month of employment through June 30 of that year.
4. **All Others** – effective July 1, 2008, shall be entitled to eleven (11) days (pro-rated) from the date of employment to June 30 of that year.
5. If an employee is absent the day before or the day after a holiday, the District shall have the right to require a doctor's verification of the absence for the employee to be eligible for sick leave.
6. When an employee is absent for three (3) or more consecutive days, the District may require a doctor's statement as to the nature of the illness. The District retains the right to have an employee examined at District expense anytime.
7. Effective July 1, 2008, employees who in any school year (July 1 to June 30) use two or fewer sick leave days in that school year may apply for and receive at the conclusion of the school year a payment for up to five sick days at 50% of the employee's daily rate for each such day the employee receives payment. Such sick days shall be deducted from the employee's accumulated total.

8. Employees hired prior to October 1, 1992 shall add two (2) sick leave days to their amount received annually. Employees hired after October 1, 1992 shall add one (1) sick leave day to their amount received annually.
9. The leave days provided for in this section are to be used for time off for the sick leave of the employee and time off to care for an ill or injured family member in the employee's immediate family.

C. Death Benefit

Unused sick leave accrued up to a maximum of 150 days shall be paid to the legal beneficiary of an active employee under the following conditions:

1. The legal beneficiary of the decedent shall submit a notarized statement to the Superintendent of Schools stating that he or she is in fact that legal beneficiary and thereby is entitled to claim the Death Benefit. Only after the claim is validated by the school attorney shall the actual payment be made.
2. At the time of death, employee must have been an active employee of the School District. An employee on pay status or on an authorized leave of absence defines an active employee.

D. Retirement

1. The Non-Contributory Plan - Section 75i - shall be granted to all employees eligible to join the NYS Employees Retirement System. If any other retirement plan equal to or better than the above plan is offered by the District, any association member shall be entitled to join such a plan.
2. School year bus aides (monitors) and bus drivers shall have their work day calculated as a 6 hour work day for retirement purposes.
3. Resignation for Purpose of Retirement - Unused personal sick days up to a maximum of 150 days shall be paid to an employee under the following conditions:
 - a. A notarized resignation statement for the purpose of retirement shall be presented to the Superintendent of Schools eighteen (18) months prior to the actual resignation date. The resignation date is to be stated in the notarized statement. A request to waive the 18 months notice may be submitted by the employee. The request to waive must be in writing and submitted to the Superintendent of Schools who shall render a decision

within ten (10) working days following receipt of the request to waive. The decision of the Superintendent shall be final.

- b. The employee must be eligible to retire under the regulations and terms of the New York State Employees' Retirement System.
3. **Terms of Payment:** For an employee giving notice of retirement as described above prior to July 1, 1996, the daily rate shall be that which existed at the time of filing notice. For an employee giving notice of retirement as described above on or after July 1, 1996, the daily rate shall be that which would have existed for that employee in the salary schedule in effect for the 1995-96 school year.

Effective July 1, 2008, an employee giving notice of retirement as described above on or after July 1, 2008, the daily rate shall be that which would have existed for that employee in the salary schedule in effect for the 1998-99 school year.

- a. **Year 1** - Year immediately following approved application: 4/9ths of sum computed by multiplying daily rate of pay (as defined in paragraph 3 above) times cumulative sick days, maximum of 150 days.
 - b. **Year 2** - Final Year - Multiply cumulative sick days, maximum of 150 days, by daily rate of pay (as defined in paragraph 3 above). From sum computed, deduct amounts paid in two previous years, pay balance to retiree.
4. A Notice of Resignation to retire submitted and approved by the Board of Education may not be withdrawn without the written consent of the Superintendent of Schools and the Board of Education.
 5. **Unused Sick Days** - Separation From Service - An employee terminating employment with the Carmel Central School District for a purpose other than retirement or a "just cause" dismissal by the employer will be reimbursed for unused personal sick days under the following conditions:
 - a. Twelve-month employees with ten (10) or more years of service will be paid \$30 per day multiplied by unused sick days to a maximum of 150 days.
 - b. Ten-month and school year employees with ten (10) or more years of service will be paid \$30 per day multiplied by unused sick days to a maximum of 50 days.

- c. Payment under Section 5 shall be paid in full at time of separation from service, to mean the next payroll date.

E. Compensation - "On the Job" Injury

1. The employer shall carry compensation insurance on all employees covered by the Agreement.
2. Procedure - "Time Lost" - Each Accident:
 - a. For the first five (5) consecutive days lost due to an injury in the course of employment, the employee may choose to have the days charged to their available personal sick days, or to receive one-half day's pay for each such day. They may not combine the two options for any of those days.
 - b. Time lost beyond five (5) days will be charged to the employee's personal sick leave up to the number of days accrued at the time of the accident.
 - c. An employee absent beyond the personal accrued maximum shall be advanced personal sick days not to exceed the number of personal sick days existing on the date of the injury.
 - d. An employee absent beyond the advanced personal sick leave shall be entitled to the established compensation rate only.
 - e. Days reimbursed to the employer by the compensation carrier shall be restored in total to the employee's personal sick leave, not to include any sick leave days advanced by the employer as provided in Step C.
 - f. The above conditions apply only when the New York State Workers' Compensation Board determines that the injury occurred in the course of employment.

F. Bereavement Leave

1. Death - All employees shall be entitled to five (5) days due to the death of spouse, child, grandchild, mother, father, sister, brother, or member of household, and three (3) days due to the death of mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law. One (1) day will be granted due to the death of an aunt or uncle.
2. All leaves under Article V, Section F are non-cumulative.

G. Other Authorized Absences

1. **Military Leave** - The Employer shall grant an employee a military leave of absence, without pay, in accordance with Section 243 of Military Law.
2. **Emergency Closings and Delayed Openings**
 - a. Twelve-Month Employees - All twelve-month employees shall report to work at the normal time and work a normal day, (except snow days which shall be seven (7) hours) unless otherwise notified by the immediate supervisor.
 - b. Ten-Month Employees shall report for work on emergency closing days unless otherwise notified by the immediate supervisor. Employees will not be paid for the days they do not work. On days there is a delayed opening, school year drivers will report on the delayed opening schedule. All other unit members must report at the normal reporting time, unless directed by the District.
3. **Maternity Leave:**
 - a. A female employee may request a maternity leave, without pay, for a period of not longer than twelve (12) months.
 - b. Employees will provide thirty (30) days notice, when practicable, or their intention to commence maternity leave. If the required notice cannot be given due to an emergency, the employee will give notice of her intention to start maternity leave as soon as possible.
 - c. When an employee plans to return to work, she will inform her immediate supervisor of her intentions at least 20 days prior to the date she intends to resume her assignment.
 - d. During the duration of the maternity leave, all benefits, including wages are frozen at the status existing at the date the maternity leave began.

H. Leave Without Pay

There is no provision for leave without pay unless the employee receives prior approval from the Superintendent. In emergency situations when prior approval is not possible, the employee shall make every effort to notify the immediate supervisor and shall seek approval from the Superintendent upon return to work.

ARTICLE V - BENEFITS

A. Vacations – Twelve-Month Employees Only:

1. One (1) full year of service as of the employee's employment anniversary date: employee entitled to ten (10) days in the subsequent year.
2. Five (5) full years of service as of the employee's employment anniversary date entitled to fifteen (15) days in the subsequent year.
3. Ten (10) full years of service as of the employee's employment anniversary date; employee entitled to twenty (20) days in the subsequent year.
4. An additional one (1) day of vacation for each full year in excess of ten (10) full years up to a maximum of twenty-five (25) days.
5. Vacation time is earned in the year immediately preceding the year in which vacation time is used. Vacation time may be used as earned, during the school year as reasonably arranged between the employee and the Unit Administrator.
6. When an approved request for vacation is received in the business office two weeks in advance, vacation pay will be paid in full on the last working day prior to the approved vacation period.
7. Vacation days may be cumulative up to a maximum of five (5) days. Any days in excess of five (5) not used will be lost unless the employee can establish that the days were not used as a result of action taken by the employer.
8. An employee may request and be granted vacation time without pay with prior authorization of the employer.

B. Holidays

1. **Twelve-Month Employees** - Guarantee of 14 paid holidays per school year, days to be designated in conformance with the approved school calendar.
2. **Ten-Month and School Year Employees** - shall have ten (10) days per year, to be designated by the District in conformance with the approved school calendar.

C. Health Insurance

1. Eligibility Requirements

- a. Employee must be appointed to a position for a period of at least three (3) months.
- b. Employees employed on or after July 1, 1977, must work a regular scheduled workweek of thirty (30) hours. Effective July 1, 2008, employees with at least 5 years service in the District, working at least 25 hours but less than 30 hours, may obtain health insurance by paying 16.5% of the premium cost through a payroll deduction. Effective July 1, 2008, employees with at least 5 years service in the District, working at least 20 hours but less than 25 may obtain health insurance by paying 25% of the premium cost through a payroll deduction.
- c. Employees specifically excluded by the regulations of the Carmel Schools Health Plan are not eligible to join, such as, but not limited to:
 1. Student employees
 2. Temporary or substitute employees
 3. Dependent of a covered employee

2. Coverage: The employer shall provide health insurance coverage in the current plan for eligible employees as follows:

- a. **Twelve-Month Employees** - 100% of premium payment for employee and dependents (individual and family contributions) for those employees hired prior to July 1, 1981. Effective July 1, 2008, the District shall pay 90% of the premium payment for employee and dependents (individual and family contributions) for those employees hired on or after July 1, 1981. Effective July 1, 2008, the employee shall pay 10% of the premium cost through a payroll deduction.

Effective July 1, 2010, the unit member's health insurance contribution of 10% of the cost of a family health insurance plan and 10% of an individual health insurance plan will be reduced by 10% (resulting in an employee contribution of \$1,549.80 for a family plan; and an employee contribution of \$573.48 for an individual plan). This new employee contribution rate will remain in effect until June 29, 2012. Effective June 30, 2012, the unit member's contribution for a family health insurance plan and an individual health insurance plan will revert back to 10% of the cost of such plans as of June 30, 2012. This article will also reflect that for the period July 1, 2010 through June 29, 2012, the District will be responsible for the

increases in cost of the family and individual health insurance plans that are not paid by the employee.

- 1) Effective July 1, 2010, the prescription drug co-pay for generic drugs for active CSEA members shall be \$6 for up to a 30-day supply at retail pharmacies.
- 2) Effective July 1, 2010, the prescription drug co-pay for Preferred Brands for active CSEA members shall be \$18 for up to a 30-day supply at retail pharmacies.
- 3) Effective July 1, 2010, the prescription drug co-pay for Non-Preferred Brands shall be \$45 for up to a 30-day supply at retail pharmacies.
- 4) Effective July 1, 2010, the prescription drug co-pay for generic drugs for active CSEA members shall be \$9 for up to a 90-day supply at the mail service pharmacy.
- 5) Effective July 1, 2010, the prescription drug co-pay for Preferred Brands for active CSEA members shall be \$27 for up to a 90-day supply at the mail service pharmacy.
- 6) Effective July 1, 2010, the prescription drug co-pay for Non-Preferred Brands shall be \$67.50 for up to a 90-day supply at the mail service pharmacy.
- 7) Effective July 1, 2011, the prescription drug co-pay for generic drugs for active CSEA members shall be \$12 for up to a 90-day supply at the mail service pharmacy.
- 8) Effective July 1, 2011, the prescription drug co-pay for Preferred Brands for active CSEA members shall be \$36 for up to a 90-day supply at the mail service pharmacy.
- 9) Effective July 1, 2011, the prescription drug co-pay for Non-Preferred Brands shall be \$90.00 for up to a 90-day supply at the mail service pharmacy.
- 10) Effective July 1, 2010, the use of generic drugs by the employee will be mandatory, when a generic drug is available through the plan for the particular medication required by the unit member to treat the employee's medical condition. This requirement will be subject to appeal for medical necessity.

- 11) Effective July 1, 2010, over the counter equivalents of prescription drugs will be covered as generic drugs at retail pharmacies.
 - 12) Effective July 1, 2010, mail service will be mandatory for Maintenance Drugs as defined by the Pharmacy Benefits Manager after initial 30 day supply at retail.
 - 13) Effective July 1, 2010 Charges for services rendered in an In Network Facility, as that term is defined by the health insurance plan, by Providers who are not members of the Network will be covered subject to the co-pay only, not the deductible and co-insurance, in an amount up to the usual, reasonable, and customary allowance as determined solely by the health insurance plan. The unit member participating in the plan will be responsible for charges which exceed the "usual, reasonable, and customary allowance" as determined by the health insurance plan.
- b. **Ten-Month and School Year Employees** - 100% of premium payment for employees and dependents (individual and family contributions) for those employees employed prior to July 1, 1981, who were enrolled in the current plan as of January 1, 1985. For an employee hired on or after July 1, 1981, effective July 1, 2008, the District shall pay 90% of the premium payment for participating employees and dependents (individual and family contributions), and the employee shall pay 10% of the premium cost through a payroll deduction.

Effective July 1, 2010, the unit member's health insurance contribution of 10% of the cost of a family health insurance plan and 10% of an individual health insurance plan will be reduced by 10% (resulting in an employee contribution of \$1,549.80 for a family plan; and an employee contribution of \$573.48 for an individual plan). This new employee contribution rate will remain in effect until June 29, 2012. Effective June 30, 2012, the unit member's contribution for a family health insurance plan and an individual health insurance plan will revert back to 10% of the cost of such plans as of June 30, 2012. This article will also reflect that for the period July 1, 2010 through June 29, 2012, the District will be responsible for the increases in cost of the family and individual health insurance plans that are not paid by the employee.

- 1) Effective July 1, 2010, the prescription drug co-pay for generic drugs for active CSEA members shall be \$6 for up to a 30-day supply at retail pharmacies.

- 2) Effective July 1, 2010, the prescription drug co-pay for Preferred Brands for active CSEA members shall be \$18 for up to a 30-day supply at retail pharmacies.
- 3) Effective July 1, 2010, the prescription drug co-pay for Non-Preferred Brands shall be \$45 for up to a 30-day supply at retail pharmacies.
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- 5) Effective July 1, 2010, the prescription drug co-pay for Preferred Brands for active CSEA members shall be \$27 for up to a 90-day supply at the mail service pharmacy.
- 6) Effective July 1, 2010, the prescription drug co-pay for Non-Preferred Brands shall be \$67.50 for up to a 90-day supply at the mail service pharmacy.
- 7) Effective July 1, 2011, the prescription drug co-pay for generic drugs for active CSEA members shall be \$12 for up to a 90-day supply at the mail service pharmacy.
- 8) Effective July 1, 2011, the prescription drug co-pay for Preferred Brands for active CSEA members shall be \$36 for up to a 90-day supply at the mail service pharmacy.
- 9) Effective July 1, 2011, the prescription drug co-pay for Non-Preferred Brands shall be \$90.00 for up to a 90-day supply at the mail service pharmacy.
- 10) Effective July 1, 2010, the use of generic drugs by the employee will be mandatory, when a generic drug is available through the plan for the particular medication required by the unit member to treat the employee's medical condition. This requirement will be subject to appeal for medical necessity.
- 11) Effective July 1, 2010, over the counter equivalents of prescription drugs will be covered as generic drugs at retail pharmacies.
- 12) Effective July 1, 2010, mail service will be mandatory for Maintenance Drugs as defined by the Pharmacy Benefits Manager after initial 30 day supply at retail.

13) Effective July 1, 2010 Charges for services rendered in an In Network Facility, as that term is defined by the health insurance plan, by Providers who are not members of the Network will be covered subject to the co-pay only, not the deductible and co-insurance, in an amount up to the usual, reasonable, and customary allowance as determined solely by the health insurance plan. The unit member participating in the plan will be responsible for charges which exceed the "usual, reasonable, and customary allowance" as determined by the health insurance plan.

c. Retirement health coverage payment by the District shall be as follows:

- 1) For employees hired prior to 1981: 100% of the individual or family.
- 2) For employees hired prior to July 1, 1995:
 - a) Upon retirement after completion of 10 years of service: 80% of individual or family.
 - b) Upon retirement after completion of 20 years of service: 100% of individual or family.
- 3) Effective July 1, 2008, employees hired after July 1, 1995, with at least 15 years of years of service will be eligible for Retiree Health Insurance and during retirement will pay the same health insurance contribution rate he/she paid during his/her last year of employment with the District.

D. Other Benefit Provisions

1. **Jury Duty** - An employee serving on jury duty will receive the normal pay for each day absent. Court remuneration to the employee will be given to the employer. The employee will serve until discharged by the court. Time served on jury duty is non-deductible. Payment for jury duty service is contingent upon the unit member's submission of proof of jury service upon return to work from jury service.
2. **Longevity** - An employee shall be entitled to longevity increments in addition to the normal wages, on an annual basis at the completion of a certain term of consecutive service, as stipulated below, with the Carmel Central School District. The date of employment shall be used to determine completed years of service; if an employee, on his own accord, terminates employment and

returns at a later date, consecutive service is broken, and the later date shall apply. Ten (10) month and school year employees shall be entitled to longevity payments at the proration of 75% of the following schedule for twelve (12) month full-time employees:

Completion of:	July 1, 2010 Amount
	1.035
10 years	\$922
15 years	\$1,167
20 years	\$1,414

3. **Damage to Personal Property** - The employer shall reimburse an employee for damage to personal property, except vehicle and contents, caused while the employee is in the performance of assigned duties. The employer is not liable for damages to personal property when such damage is due to negligence on the part of the employee.

E. Welfare Fund

The District shall contribute \$1,100 per unit member per school year to a Welfare Fund administered by the CSEA, effective July 1, 2010. The purpose of the fund shall be to provide various health and insurance coverage to all unit members, and no portion of the monies in the fund or insurance coverage purchased by the fund shall be used to defray or cover expenses incurred by unit members in the defense of actions brought against them by the District.

ARTICLE VI - SENIORITY, TRANSFERS, PROMOTIONS, VACANCIES

A. Vacancy

All vacancies which occur within the CSEA bargaining unit shall be posted by the employer on employee bulletin boards, and a copy of such vacancy notice shall be forwarded to the President of the CSEA bargaining unit.

1. The vacancy notice shall be a valid job description, salary range and location.
2. An employee desiring to fill a vacancy will apply, in writing, to the Business Administrator within five (5) working days following the date of posting. The

vacancy notice shall indicate final date for filing application to fill vacancy, and shall be posted no less than five (5) working days.

3. A vacancy may not be permanently filled by the employer until five (5) working days have elapsed subsequent to final application date.
4. The employer, when filling a vacancy on a permanent basis, shall give first consideration to an employee covered by this Agreement, provided the applicant is qualified to fill the vacancy. Preference shall be given to the most senior applicant when the employer determines that qualifications of the applicants are relatively equal.
5. Nothing in this Agreement prevents an employee covered under the terms of the Agreement from applying for a District vacancy outside the CSEA bargaining unit.

B. Transfers

1. In the determination of reassignments and transfers, the wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirement and the best interest of the school system. The employer retains the right to transfer employees when such transfer is in the best interest of the School District. The employer will, in writing, provide the employee and the CSEA with the "just cause" reasons upon request.
2. An employee within the bargaining unit may request a transfer for "just cause". The request will be in writing and submitted to the Business Administrator, stating the reasons for the requested transfer. The employer will, with good and just reasons, attempt to comply with the wishes of the employee.
3. A transferred employee shall retain all benefits accrued when such transfer is initiated by the employer.
4. An employee requesting a transfer shall be entitled to full information as to wages, benefits, terms, and conditions, of the position to which the transfer is requested. The employee retains the right to withdraw the request to transfer up to such time as he actually performs the duties of the new assignment.
5. All transfers are subject to Civil Service Regulations.
6. Whenever a twelve-month position becomes vacant, ten-month and school year employees may make application to the District for employment in that position, and the District may consider the application of such an employee.

7. The employment of a ten-month employee during the summer months shall not constitute a transfer, but such employee so employed shall be entitled after twenty (20) working days, to one additional holiday, and if such employee works thirty (30) or more working days, to two (2) additional holidays.

C. Seniority

1. Seniority will be implemented as provided in specific Articles of this Agreement.
2. Seniority will be based on initial date of continuous employment within the bargaining unit. If an employee discontinues service within the bargaining unit and is subsequently re-employed, the latter date of employment shall apply. Time will be deducted for all interrupted service apply except for authorized leaves of absence.
3. The savings generated by the District from the changes to the Collectively Negotiated Agreement that was set to expire on June 30, 2011 will be used to restore Cleaner positions that were cut from the budget for the 2010-2011 school year.

D. Promotions

The employer recognizes the value of promotions from "within" the employee unit. All promotions shall be in accordance with Section A of this Article and with established Civil Service procedure.

ARTICLE VII - OTHER EMPLOYMENT CONDITIONS:

A. Personnel Files

1. Upon written request, each employee shall have the right to review, at any time mutually convenient, the contents of his personnel file; excepting, however, any confidential references given at the time of his employment. At the employee's request, a representative of the Association may accompany the employee in such review. The review shall be made in the presence of the supervisor responsible for the safekeeping of such file. Facilities shall be available for the employee to make photocopies of such contents and records as concern his work or himself except in circumstances beyond the control of the administration.

2. A copy of any complaint placed in the personnel file of any employee shall be sent to the employee within one week thereof. Employees shall immediately be notified verbally that a complaint has been lodged against him. Employees shall have the right to discuss the complaint with his supervisor as well as the right to rebut, in writing, for his personnel file, any complaint.

B. No Strike Pledge

Both the employer and the CSEA, Inc. acknowledge and affirm the public policy of the State of New York as defined in Sections 200 and 210 of Article XIV of the Civil Service Law.

C. Physical Examinations - Required by the Employer

1. A physical examination required by the employer to establish or retain employment shall be at the expense of the employer, provided that the examination is conducted by a duly appointed school physician. The employee shall have the right to select a physician from a list of practicing physicians annually established by the Board of Education.
2. If upon examination by one of the school physicians, an eye or ear examination is needed, the Carmel Central School District will pay for the examination, provided the employee has at least six (6) months of service with the District. Such examination will be made by a specialist.
3. In the event that a twelve month bus driver, hired before July 1, 1997, fails to complete his physical and has ten (10) years of consecutive service with the District, he will be placed in another position, providing he has the skills and abilities (physical and mental) for said position, without loss of benefits and seniority. Twelve-month bus drivers hired after July 1, 1997 under those same circumstances will be given a position if a vacancy exists. He shall be allowed to retake the physical within a six (6) month period. If the employee fails the physical a second time, he shall be placed on leave without pay and shall have preference for any vacancy in the District for which he has the skills and abilities, and he shall not suffer any loss of benefits or seniority. The employee, may at his own expense, take a third physical by a physician mutually agreed upon by the employee and the employer, not later than one (1) year after the date of his second physical. Should the employee pass the third physical, he shall be placed in a bus driver position with no loss of pay, benefits, or seniority.

4. Bus drivers must first submit proof that they have passed their physical for the upcoming school year to the Director of Facilities, Operations and Transportation prior to the annual pick, in order to be eligible to pick a run.

D. Association Privileges

1. The CSEA will be granted facility usage, without cost, for the purpose of conducting Association business when such business is not of a fund-raising nature. Request to use a facility must be approved by:
 - a. Building Principal
 - b. Assistant Superintendent for Business
2. Members of the CSEA negotiating committee will be entitled to time off to attend negotiating sessions when such granted sessions are conducted during regular working hours.
3. Dues deduction privilege - The employer agrees to dues deductions from the wages of CSEA members when the members individually authorize the deductions of such dues as established by the CSEA authorizations to deduct dues, or authorization to withdraw the dues deduction, shall be in writing on prescribed forms provided by the CSEA, Inc. The CSEA shall have the exclusive right to payroll deduction of dues and CSEA sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the CSEA at 143 Washington Avenue, Albany, NY 12210 on a payroll basis.
4. The Carmel Central School Unit President or designee who is a delegate to the CSEA annual convention shall be granted three (3) days leave per year without charge to accumulated credits to attend the annual CSEA convention.
5. Union officers who miss overtime due to the official duties shall receive the next available overtime.

E. Layoff and Recall

1. In the event of a reduction in work force, provisions of Sections 80, 80a, and 81 of the Civil Service Law shall apply. In a job classification requiring layoffs, all temporary, seasonal, per diem, casual, BOCES, provisional or probationary employees performing in comparable duties shall be terminated before any permanent, ten-month, school year or twelve-month employee is laid off. Should it be necessary to layoff permanent employees, permanent ten-month

employees performing comparable duties shall be laid off prior to the layoff of any permanent twelve-month employee. Layoffs for competitive class employees shall be in inverse order of seniority, and the laid off employee shall be placed on a Civil Service preferred recall list. Such lists will remain in effect for four (4) years. Non-competitive and labor class employees shall be laid off in inverse order of seniority and shall be placed on a Civil Service preferred recall list, such lists to remain in effect for four (4) years.

2. Employees who are laid off due to a reduction in work force shall receive at least thirty (30) calendar days notice.
3. When an employee is notified of layoff, he shall be permitted to accept any lower paying position he is able to perform, provided a vacancy exists at the time of the layoff.
4. Recall of employees laid off by a reduction in work force shall be in the order of their seniority from the appropriate preferred list. Notice of recall shall be by certified mail to the last known address.
5. An employee shall be dropped from the recall list, if he does not respond to the employer within five (5) days after either receipt of notice of recall or proof of non-delivery.

F. Section 75 - Civil Service Law

The provision of Section 75 of the Civil Service Law shall apply, effective July 1, 1978, for the removal, discipline, or suspension of an employee in this unit after the employee has six months of employment in the School District.

G. Final Agreement Document

The cost of the preparation of the finalized document shall be shared 50/50 by the parties to the Agreement. The CSEA assumes responsibility for distribution of copies of the finalized document to all employees covered under the terms of the Agreement.

H. Hepatitis Immunizations

Bus aides (monitors) shall receive hepatitis immunizations upon their request.

I. Safety Equipment

The District will provide appropriate safety equipment for all unit employees and failure to use such equipment will result in disciplinary action.

ARTICLE VIII - AGREEMENT REQUIRING LEGISLATIVE ACTION

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.

- A. 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.
- B. 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.
- C. WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THIS ACT (APRIL 1, 1969), A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

ARTICLE IX - GRIEVANCE PROCEDURE

In the event that misunderstandings or disputes should arise regarding the application of provisions of this contract, the following procedures shall be utilized to resolve such alleged grievance. It shall be understood that any employee registering a grievance does so, free from coercion, interference, restraint, or discrimination or reprisal, and, that the question shall be resolved in as professional a manner as possible.

It shall be the understanding that either party, employer or employee shall have the right to representation at any stage of the procedure.

1. The employee shall within ten (10) working days of the act causing the grievance, or within (10) working days of his becoming aware of same, bring to the attention of his immediate supervisor and unit administrator, in writing, the pertinent details relative to the disagreement. The unit administrator shall, orally and in writing, respond to the employee within ten (10) working days rendering his determination in the grievance.
2. Should the issue not be resolved in Step #1, the employee shall, within ten (10) working days of the receipt of the determination in Step 1, present a written grievance to the School District Business Administrator and request an informal hearing. Within fifteen (15) working days of the receipt of such written grievance and request for hearing, the Business Administrator shall conduct such hearing and render in writing to the employee his determination of the grievance.
3. Should the issue not be resolved in Step #2, the employee shall, within ten (10) working days of the receipt of the written determination from the Business Administrator, file a written request with the Superintendent of Schools for review and determination of the issue. The Superintendent of Schools shall within fifteen (15) working days of the receipt of such grievance, render in writing, his determination of the grievance.
4. Should the issue not be resolved in Step #3, the employee shall, within ten (10) working days of the receipt of the written determination of the Superintendent, file a written request with the Clerk of the Board of Education for a hearing on the grievance before the Board of Education. The Board of Education of Committee thereof shall, within fifteen (15) working days of the request of hearing, conduct such hearing on the grievance, and render in writing to the employee their determination of the grievance. If no hearing is held, the Board of Education will inform the grievant, and the grievance will move to the next step.
5. In the event that such determination by the Board of Education or Committee thereof is deemed unsatisfactory by the CSEA, the CSEA may, within fifteen (15) working days of the receipt of determination, file a Demand for Arbitration under the Voluntary Labor Arbitration Rules, with the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by the parties. The District and the CSEA shall bear the expense of their respective witnesses, and other expenses that may occur. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

Failure by the employee or unit officer to commence a grievance within the time limit reflected in Step #1, or failure by the employee or unit officer to process the grievance within the time limitations set forth in the various steps, shall constitute a waiver of the grievance, and the grievance shall be deemed abandoned.

In the event that the District does not respond to the grievance at any step outlined within the time limitations set forth in this procedure, the employee or unit officer shall be allowed to proceed to the next appropriate step. Time limits reflected in the grievance procedure may be waived only by mutual agreement in writing.

ARTICLE X - COMMITTEES

One committee shall be formed, to be identified as the "CSEA, Inc., Liaison Committee", for the purpose of advice and consultation as to matters pertinent to this Agreement. Within thirty (30) days following ratification of this Agreement, the Superintendent of Schools, or designee, shall meet with a delegation of not less than 3 nor more than 5 employees representing the CSEA to establish by-laws which will govern the scope and purpose of the Liaison Committee. The Committee shall be advisory in nature only.

ARTICLE XI - MATTERS NOT COVERED IN AGREEMENT

Recognizing the difficulty in covering all items relevant to the terms and conditions of employment in a written document, it is hereby agreed by both parties that any term or condition of employment not covered herein may be opened for negotiations; or any item herein which may need clarification may be opened for negotiations. In any event, the re-opening of negotiations after ratification by both parties may only be accomplished by the consent of both parties to the Agreement.

ARTICLE XII - CONFORMITY TO LAW

If any provision of the Agreement is now, or becomes, contrary to existing law, then such provision is, by mutual consent, without validity. All existing provisions shall remain in effect. In the event that any portion of the Agreement is invalidated by law, either party may demand to re-negotiate the particular provision affected, and only that provision.

ARTICLE XIII - EXECUTION OF AGREEMENT

The provisions of this Agreement shall take effect on the 1st day of July 2010 and shall remain in effect through and including the 30th day of June, 2012.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO, THE PUTNAM COUNTY LOCAL 840, CARMEL CENTRAL SCHOOL UNIT.

BY: *Glen Blanton*

Loni A. Livulpi

BOARD OF EDUCATION OF THE CARMEL CENTRAL SCHOOL DISTRICT

BY: *James M. Ryan*
[Signature]

SALARY SCHEDULE 2010-2011

1.020	<u>STEP</u>						
<u>POSITION</u>	<u>ENTRY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Bus Driver	18.44	19.58	21.24	22.95	24.64	26.29	27.99
Bus Aide	11.61	12.35	13.25	14.39	15.74	17.22	18.64
Route Jumper	20.72	20.79	22.51	24.19	25.86	27.53	29.25
Cleaner	17.21	18.23	19.90	21.34	22.94	24.75	26.77
Driver-Custodian	18.53	19.68	21.34	23.06	24.75	26.42	28.12
Courier	17.21	18.23	19.90	21.34	22.94	24.75	26.77
Warehouseman	15.18	16.11	17.22	18.31	19.54	20.80	22.00
Carpenter	20.05	21.17	22.53	23.85	25.23	26.55	27.91
Maint Asst	19.73	20.46	21.36	22.47	23.61	25.18	27.22
Mechanic	21.34	22.80	24.60	26.42	28.21	29.99	31.79
Sr Mechanic	23.15	24.64	26.43	28.24	30.04	31.80	33.63
Mech Asst	16.83	16.83	17.98	19.33	20.70	22.06	23.39
Ground/Clnr	18.25	19.26	20.93	22.37	23.98	25.79	27.82
Maint Carp	21.34	24.64	26.43	28.24	30.04	31.80	33.63
Ground/Clnr2	19.27	20.28	21.95	23.39	25.00	26.81	28.84
Sr Ground/Clnr	21.34	22.80	24.60	26.42	28.21	29.99	31.79



SALARY SCHEDULE 2011-2012

1.020

STEP

<u>POSITION</u>	<u>ENTRY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Bus Driver	18.81	19.97	21.67	23.41	25.13	26.82	28.55
Bus Aide	11.84	12.60	13.52	14.68	16.06	17.56	19.01
Route Jumper	21.13	21.21	22.96	24.67	26.38	28.08	29.84
Cleaner	17.55	18.60	20.30	21.77	23.40	25.25	27.31
Driver-Custodian	18.90	20.07	21.77	23.52	25.25	26.95	28.68
Courier	17.55	18.60	20.30	21.77	23.40	25.25	27.31
Warehouseman	15.48	16.43	17.56	18.68	19.93	21.22	22.44
Carpenter	20.45	21.59	22.98	24.33	25.74	27.08	28.47
Maint Asst	20.13	20.87	21.79	22.92	24.08	25.68	27.76
Mechanic	21.77	23.26	25.09	26.95	28.77	30.59	32.43
Sr Mechanic	23.61	25.13	26.96	28.81	30.64	32.44	34.30
Mech Asst	17.17	17.17	18.34	19.72	21.11	22.50	23.86
Ground/Clnr	18.62	19.65	21.35	22.82	24.46	26.31	28.38
Maint Carp	21.77	25.13	26.96	28.81	30.64	32.44	34.30
Ground/Clnr2	19.66	20.69	22.39	23.86	25.50	27.35	29.42
Sr Ground/Clnr	21.77	23.26	25.09	26.95	28.77	30.59	32.43