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Title: **Berne-Knox-Westerlo Central School District and Berne-Knox-Westerlo Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Albany County Local 801 (2010) (MOA)**

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Union: **Berne-Knox-Westerlo Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS
of the
BERNE-KNOX-WESTERLO
CENTRAL SCHOOL DISTRICT

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



Berne-Knox-Westerlo Non-Instructional Unit
Albany County Local 801

July 1, 2010 – June 30, 2019

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
I	RECOGNITION	1
II	BARGAINING UNIT DESCRIPTION	1
III	DUES DEDUCTION AND AGENCY FEE	1-2
IV	RIGHTS OF EMPLOYEES	2
V	SALARY INCREASES AND LONGEVITY	2-5
VI	HEALTH INSURANCE AND RETIREMENT	5-10
VII	WORK WEEK AND OVERTIME	10-12
VIII	VACATION	12-13
IX	SICK LEAVE AND PERSONAL LEAVE	13-17
X	OTHER LEAVES	17-18
	Section 1- Bereavement Leave	
	Section 2 - Jury Duty	
	Section 3 - Maternity Leave	
	Section 4 - Training and Education Leave	
	Section 5 - Leave of Absence	
	Section 6 - Negotiations Leave	
	Section 7 - Association Leave	
XI	HOLIDAYS	18-19
XII	SENIORITY	19
XIII	JOB VACANCIES	20
XIV	LAYOFF PROCEDURES	20
XV	UNIFORMS	21
XVI	TRANSPORTATION	22-24
XVII	GENERAL PROVISIONS	25-26
XVIII	LABOR-MANAGEMENT COMMITTEE	26
XIX	GRIEVANCE PROCEDURE	26-28
XX	SAVINGS CLAUSE	28
XXI	PROCEDURES FOR EMPLOYMENT-RELATED INJURIES	28
XXII	MANDATORY PROVISION	29
XXII	DURATION OF AGREEMENT	29
XXIII	SIGNATURE PAGE	29
	APPENDIX "A"/SALARY SCHEDULES – 2009 – 2019	30-31
	APPENDIX "B"/CLERICAL ADDITIONS	32
	APPENDIX "C"/CANARX AGREEMENT	33-34

PREAMBLE

This Agreement entered into this ____ day of _____ 2014, by and between the Superintendent of the Berne-Knox-Westerlo Central School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, (hereinafter referred to as CSEA) for the Berne-Knox-Westerlo Non-Instructional Unit of Albany County Local #801, will cover the period July 1, 2010 through June 30, 2019, and is intended to delineate the rights and responsibilities of the parties hereto.

ARTICLE I / RECOGNITION

Section 1. The Employer recognizes the CSEA as the sole and exclusive representative of all employees defined in the Bargaining Unit Article II for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances for the maximum period allowed by law.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II / BARGAINING UNIT DESCRIPTION

Section 1. The Bargaining Unit is composed of all employees with salary schedules in this contract, who are in the Clerical, Transportation, Cafeteria, Custodial, Maintenance/Grounds classifications, except those employees who are deemed to be management/confidential, or who are in an elected position or who are in a certified position. The parties further agree to exclude the Bus Mechanics, the Director of Transportation, Secretary to the School Business Official, the Secretary to the Superintendent, Special Education Assistant and the District Treasurer positions from this bargaining unit definition.

Section 2. Any reference to the Custodial Department in the contract shall include Maintenance/Grounds.

ARTICLE III / DUES DEDUCTIONS AND AGENCY FEE

Section 1. The District agrees to deduct from the wages of the employees and remit to CSEA, Inc., dues and other authorized deductions for those employees who sign dues deduction authorization cards.

Section 2. The District agrees to have deductions made from the wages of employees in the bargaining unit who are not members of the CSEA, an amount equivalent to the dues levied by the CSEA, Inc. Such deductions shall be forwarded to the CSEA, Inc., along with a listing of such employees.

ARTICLE III / DUES DEDUCTIONS AND AGENCY FEE (CONTINUED)

Section 3. The District agrees to provide for payroll deduction rights for credit union participation upon the implementation of such a plan. It is agreed that participants of the plan have the option to change or implement the deduction amounts in September and/or February of any school year.

Section 4. The District agrees to provide CSEA, on a semiannual basis, with a listing of all bargaining unit employees' names, home addresses, seniority by employment areas, and job titles. The Association agrees to sign off on any seniority listing.

ARTICLE IV / RIGHTS OF EMPLOYEES

Section 1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose their own representative or appear alone in a grievance or appeal proceeding.

Section 4. An employee or their representatives shall be permitted to examine their personnel file (with the exception of letters of recommendation). No material derogatory to a non-teaching employee shall be placed in such file without 7 days written notice to the employee. The employee shall have the right to answer and such answer shall be placed in the file. Any evaluation rating in an employee's file must be by a supervisor or the superintendent.

ARTICLE V / SALARY INCREASES AND LONGEVITY

Section 1. Wage Increases

(a) 2010-2014

- a. Effective July 1, 2010 through June 30, 2014, the salary schedule shall reflect a 0% increase.
- b. Longevity rates of pay as prescribed in Section 3 of this Article shall be remain the same for the period July 1, 2010 through June 30, 2014 and reflect an increase of 0%.
- c. Transportation rates of pay as referenced in Article XVI shall remain the same for the period July 1, 2010 through June 30, 2014 and reflect an increase of 0%.

ARTICLE V / SALARY INCREASES AND LONGEVITY (CONTINUED)

- d. A one-time payment of \$650 (pro-rated for part-time employees or those who have not been employed the full four years since 2010) shall be made to all active bargaining unit members upon ratification of the agreement, as prorated for years of service between July 1, 2010 and June 30, 2014. This payment shall not be added to base salary.
 - e. (Definition of part-time employees for this section's benefits: Food service less than 6 hrs/day; operations and maintenance less than 8 hrs/day; transportation less than 4 hrs/day; clerical less than 7.5 hrs/day)
 - f. (Definition of a full year's employment for this section (a)'s benefits: An employee is eligible for that year's payment amount of \$162.50 if they were employed at least 6 months of the year for a 12 month position and at least 5 months of the year if a 10 month position)
- (b) 2014-2015
- a. Effective July 1, 2014, the parties agree to eliminate all steps as reflected in Appendix "A" and delete Section 2 of Article V. Step one in each area shall be retained to reflect a "New Hire" rate of pay with the annual increases being as set forth above for longevity. For 2014-2015, each member shall have the sum of \$525 added to their base pay (pro-rated for part-time employees). Any current employee who is affected negatively by the PPO health insurance contribution rates for 2014 shall be made whole and this dollar amount will increase to do so.
 - b. Longevity rates of pay as prescribed in Section 3 of this Article shall be revised effective July 1, 2014 to reflect an increase of 2.6%.
 - c. Transportation rates of pay as referenced in Article XVI shall be revised effective July 1, 2014 to reflect a 2.6% increase.
- (c) 2015-2016
- a. Effective July 1, 2015, each member shall have the sum of \$525 added to their base pay (pro-rated for part-time employees).
 - b. Longevity rates of pay as prescribed in Section 3 of this Article shall be revised effective July 1, 2015 to reflect an increase of 2.6%.
 - c. Transportation rates of pay as referenced in Article XVI shall be revised effective July 1, 2015 to reflect a 2.6% increase.
- (d) 2016-2017
- a. Effective July 1, 2016, each member shall have the sum of \$600 added to their base pay (pro-rated for part-time employees).
 - b. Longevity rates of pay as prescribed in Section 3 of this Article shall be revised effective July 1, 2016 to reflect an increase of 3.1%.
 - c. Transportation rates of pay as referenced in Article XVI shall be revised effective July 1, 2016 to reflect a 3.1% increase.

ARTICLE V / SALARY INCREASES AND LONGEVITY (CONTINUED)

(e) 2017-2018

- a. Effective July 1, 2017, each member shall have the sum of \$600 added to their base pay (pro-rated for part-time employees).
- b. Longevity rates of pay as prescribed in Section 3 of this Article shall be revised effective July 1, 2017 to reflect an increase of 3.1%.
- c. Transportation rates of pay as referenced in Article XVI shall be revised effective July 1, 2017 to reflect a 3.1% increase.

(f) 2018-2019

- a. Effective July 1, 2018, each member shall have the sum of \$600 added to their base pay (pro-rated for part-time employees).
- b. Longevity rates of pay as prescribed in Section 3 of this Article shall be revised effective July 1, 2018 to reflect an increase of 3.1%.
- c. Transportation rates of pay as referenced in Article XVI shall be revised effective July 1, 2018 to reflect a 3.1% increase.

Section 3. LONGEVITY

Employees with fifteen (15) or more years of continuous District service shall receive additional compensation as follows**:

	2009-14	2014-15	2015-16	2016-17	2017-18	2018-19
CAFETERIA						
Cook; Food Service Helper	\$902.00	\$925.00	\$949.00	\$974.00	\$999.00	\$1,025.00
TRANSPORTATION						
Bus Driver; Car Driver	\$1,715.00	\$1,760.00	\$1,806.00	\$1,853.00	\$1,901.00	\$1,950.00
CUSTODIAL						
Head Custodian; Custodian	\$1,143.00	\$1,173.00	\$1,203.00	\$1,234.00	\$1,266.00	\$1,299.00
Custodial Worker; Cleaner	\$1,038.00	\$1,065.00	\$1,093.00	\$1,121.00	\$1,150.00	\$1,180.00
MAINTENANCE						
Director of Facilities I; Building Maintenance Mechanic; Groundskeeper/Maintenance	\$1,143.00	\$1,173.00	\$1,203.00	\$1,234.00	\$1,266.00	\$1,299.00
Building Maintenance Helper	\$1,038.00	\$1,065.00	\$1,093.00	\$1,121.00	\$1,150.00	\$1,180.00
CLERICAL						
Keyboard Specialist; Senior Account Clerk; Account Clerk	N/A	\$1,173.00	\$1,203.00	\$1,234.00	\$1,266.00	\$1,299.00

**Those who are employed prior to 7/1/14 are eligible to receive longevity with 15 total years of service (do not have to be continuous) as outlined above. Any employee that is less than full time as defined in Appendix A shall have their longevity prorated.

ARTICLE V / SALARY INCREASES AND LONGEVITY (CONTINUED)

Section 4.

The District agrees to pay an employee who is assigned higher grade work, on a temporary basis, the higher rate of pay step to step. Such additional compensation shall be paid retroactively upon completion of five (5) consecutive working days performance of the duties. Employees will not be required to perform any out-of-title work. Employees who refuse to work said out-of-title work will not be subject to disciplinary action for said refusal.

ARTICLE VI / HEALTH INSURANCE AND RETIREMENT

Section 1. Effective October 1, 1984, employees shall be provided hospitalization coverage under the Empire Health Choice. There will be Major Medical deductibles of \$100.00 for single plans, \$200.00 for two-person, and \$300.00 for family plans. The District shall provide prescription drug insurance with a \$5.00 co-pay Select Network Mandatory/Maximum Allowable Cost Plan with a \$0 co-pay for mail order. Effective 7/1/14 or after an open enrollment in 2014, whichever is later, the District's "base plan" shall be the Empire PPO plan. Effective 7/1/14 or after an open enrollment in 2014, whichever is later, the District shall provide prescription drug insurance with a \$5 generic co-pay, \$20 preferred co-pay and \$35 non-preferred co-pay, and a mail order for 2 co-pays for three (3) month supply.

- (a) The District reserves the right to change the base health insurance plan and/or provider of health insurance coverage provided pursuant to this provision a maximum of once during the term of the Agreement, so long as such new plan/provider provides comparable insurance to the benefits being replaced. Comparable shall mean that the coverage is substantially the same. The District shall provide notice to the Association at least ninety (90) days before any such change and provide the Association with the opportunity for input prior to making any change.
- (b) Effective 7/1/14 or after an open enrollment in 2014, whichever is later, all percentage contributions designated for employees shall be true percentage contributions and not "nesting" as such has been applied in the past. In other words, if the employee contribution towards a dependent insurance (health, prescription, or otherwise) is stated as 15%, then the employee will pay 15% of the total dependent annual premium and not simply a percentage of the difference between the individual and dependent premium.
- (c) For Employees hired prior to 1/1/04: As of 7/1/08, the District shall pay 99% of individual coverage and 85% of two-person or family coverage for hospitalization coverage and the District shall pay 99% of individual coverage and 85% of two-person or family coverage for prescription drug insurance. Upon their retirement, employees hired prior to 1/1/04 shall pay 0% for individual health/prescription drug insurance coverage.
 - a. For Employees hired prior to 1/1/04 and all clerical personnel hired before 7/1/14:

ARTICLE VI / HEALTH INSURANCE AND RETIREMENT (CONTINUED)

- i. Effective 7/1/14 or after an open enrollment in 2014, whichever is later, the District shall pay 96% of individual coverage premium and
 - ii. 90% of two-person or family coverage premium for the base health insurance plan and prescription plan.
 - iii. Effective 7/1/15, the District shall pay 93% of individual coverage premium and 88% of two-person or family coverage premium for the base health insurance plan and prescription coverage
 - iv. Effective 7/1/16, the District shall pay 91% of individual coverage premium and 86% of two-person or family coverage premium for the base health insurance plan and prescription plan.
 - v. Effective 7/1/17, the District shall pay 89% of individual coverage premium and 84% of two-person or family coverage premium for the base health insurance plan and prescription coverage.
 - vi. Effective 7/1/18, the District shall pay 87% of individual coverage premium and 83% of two-person or family coverage premium for the base health insurance plan and prescription coverage.
 - vii. Any employee who wishes to enroll in a plan other than the Empire PPO plan shall be responsible for paying 100% of the difference in premium cost between that plan and the PPO plan plus what they would contribute for the PPO plan under (a-e). Should an employee select a plan other than the Empire PPO plan which is less expensive than the Empire PPO plan, the employee shall still pay the same contribution percentage as they would have towards the base plan.
- b. For Employees hired on or after 1/1/04: The District shall pay per Section 7 in this Article.

Section 2. The District shall provide dental insurance coverage under the CSEA Employee Benefit Fund Family Dental Plan for all eligible employees. The employee will pay \$100 of premium per year and the District will pay the entire remainder.

Section 3. The District shall provide hearing aid insurance coverage under the CSEA Employee Benefit Fund at a cost to the District not to exceed \$10.00 per employee annually.

Section 4. The District shall provide Plan 75i of the New York State Employee's Retirement System.
The District shall provide coverage under option Section 41-j of the Retirement and Social Security Law.

Section 5. Retirement benefits shall be based on gross income not salary.

Section 6. The parties agree to form a committee, comprised of one CSEA member and one District member, to review the concept of offering additional health plans to unit members. The committee will also study the feasibility of converting the District's drug and dental plan to a self-insured program. -6-

ARTICLE VI / HEALTH INSURANCE AND RETIREMENT

Section 7.

- (a) Effective until 6/30/14, All employees hired after January 1, 2004 who become members of the BKW CSD CSEA bargaining unit will be offered the following health and drug insurance plans with the employee contributing the indicated amounts toward the annual premiums:

Empire Health Choice:

Family Coverage – Employee contributes 40% of the annual premium.

Individual Coverage – Employee contributes 20% of the annual premium.

All Other Plans Offered by the District:

Family Coverage – Employee contributes 25% of the annual premium.

Individual Coverage – Employee contributes 10% of the annual premium.

- (b) Effective 7/1/14, All employees hired after January 1, 2004, who become members of the BKW CSD CSEA bargaining unit will be offered the following health and drug insurance plans with the employee contributing the indicated amounts toward the annual premiums:

- (1) All plans other than the PPO plan:

The employee shall be responsible for 100% the cost of the difference between the PPO plan and their chosen plan plus the PPO percentage contribution as outlined in

(b). Should an employee select a plan other than the Empire PPO plan which is less expensive than the Empire PPO plan, the employee shall still pay the same contribution percentage as they would have towards the base plan.

- (2) Empire PPO plan:

Family Coverage – Employee contributes 20% of the annual premium.

Two-Person Coverage – Effective 7/1/14 or after an open enrollment in 2014, whichever is later, employee contributes 18.5% of the annual premium. Effective 7/1/15, employee contributes 19.5% of the annual premium. Effective 7/1/16, employee contributes 20% of the annual premium.

Individual Coverage – Effective 7/1/14 or after an open enrollment in 2014, whichever is later, employee contributes 12% of the annual premium. Effective 7/1/15, employee contributes 14% of the annual premium. Effective 7/1/16, employee contributes 16% of the annual premium. Effective 7/1/17, employee contributes 18% of the annual premium. Effective 7/1/18, employee contributes 20% of the annual premium.

- (c) Effective through 6/30/14, Prescription Drug Insurance shall carry a \$5.00 co-pay for generic brands and a \$10.00 co-pay for the name brands. Effective 7/1/14, Prescription Drug Insurance shall carry a \$5.00 co-pay for generic brands, \$20 co-pay for preferred brand and a \$35.00 co-pay for the non-preferred brands. There shall be a 2 co-pay mail order option for a three (3) month prescription. Employee shall be responsible for same contribution %s as outlined in (b) for the prescription drug premium.

ARTICLE VI / HEALTH INSURANCE AND RETIREMENT (CONTINUED)

(d) Upon immediate retirement, pursuant to the New York State Employees Retirement System, with 15 years of continuous service to the District, employees will be afforded the opportunity to continue health, drug and dental insurance coverage with the District at the same premium contribution rates paid at the time of retirement, with the District determining what plan will be offered.

Section 8. For all employees hired on or after 7/1/14: The District shall pay 80% of individual, two-person, or family coverage premium for the base health insurance plan and prescription coverage. Employees hired on or after 7/1/14 will not be offered the Empire Health Choice (i.e. Matrix plan) option for health coverage but may select from the other plans offered by the District.

Section 9. Effective until 6/30/14, Unit members employed by the District prior to January 1, 2004 will be afforded the opportunity to enroll in any health insurance plans offered by the District at the same premium contribution rates paid at the time the member elects to change plans. These employees may change health plans without restrictions. Effective 7/1/14, Unit members employed by the District prior to January 1, 2004 and with 10 years of continuous service to the District, shall, upon immediate retirement, pursuant to the New York State Employees Retirement System, be afforded the opportunity to continue health, drug and dental insurance coverage with the District at the following contribution rates. Upon retirement, the member would contribute the percentage rate set forth below in effect at the time of the effective date of their retirement throughout their retirement.

For Individual Coverage:

- (a) Effective 7/1/15: 0%
- (b) Effective 7/1/16: 1.5%
- (c) Effective 7/1/17: 3%
- (d) Effective 7/1/18: 4.5%
- (e) Effective 7/1/19: 6.5%

For two person coverage:

- (a) Effective 7/1/14: 9%
- (b) Effective 7/1/15: 10.5%
- (c) Effective 7/1/16: 12%
- (d) Effective 7/1/17: 13.5%
- (e) Effective 7/1/18: 15%

For family coverage:

- (a) Effective 7/1/14: 12%
- (b) Effective 7/1/15: 13%
- (c) Effective 7/1/16: 14%
- (d) Effective 7/1/17: 15%

ARTICLE VI / HEALTH INSURANCE AND RETIREMENT (CONTINUED)

Section 10. Effective prior to 6/30/14, unit members employed by the District prior to January 1, 2004 and with 10 years of credited service to the District, shall, upon immediate retirement, pursuant to the New York State Employees Retirement System, be afforded the opportunity to continue health, drug and dental insurance coverage with the District at the same premium contribution rates paid at the time of retirement.

Section 11. The surviving unremarried spouse and dependent children, until age 19, of an employee who dies while in the act of performing his/her job with the District, and who has at least (15) years of District service, shall be eligible for the maximum health, drug and dental insurance provided by this Agreement.

Section 12. Health Insurance Waiver

Effective until 6/30/14, Eligible unit members and retirees enrolled in a District sponsored health insurance plan on July 1, 2005 and each year thereafter, may receive a yearly stipend for waiving coverage under a District sponsored health insurance plan, in accordance with the following:

- (a) An amount equal to 50% of the cost of an individual premium for the health plan in which the Unit member was enrolled on July 1, 2005 and each July 1st thereafter.

Employees hired after July 1, 2005 and each July 1st thereafter, are eligible for a stipend in the amount equal to 50% of the cost to the District of an individual premium for the health plan in which they may be eligible to enroll at the time of their appointment.

- (b) Unit members opting to receive a stipend must demonstrate that he/she has health insurance coverage from another source.
- (c) The Unit member must notify the Business Administrator in writing on or before June 1st of each school year immediately preceding the school year in which the waiver will be in effect.
- (d) Payment shall be made by the District to the member or retiree on or before July 15th of the subsequent fiscal year in which coverage is waived. Any member who has waived health insurance coverage pursuant to this Article and subsequently elects to have such coverage reinstated shall notify the Business Administrator in writing. The District shall make an immediate request to the carrier for reinstatement. Any Unit member who leaves the employment with the District or waives health insurance coverage for less than an entire year (July 1 to June 30) shall receive a pro-rated share of the available stipend.

ARTICLE VI / HEALTH INSURANCE AND RETIREMENT (CONTINUED)

- (e) Effective July 1, 2014, amend health insurance waiver buy-out option for any member who is eligible for health and prescription insurance and elects not to take such coverage. The payment shall be an annual sum of \$3,000 (pro-rated for any partial year) which shall be paid one-half on or before December 31st and one-half on or before June 30th. The member shall be required to provide proof of coverage under another health insurance plan. A member who opts out of coverage and experiences a loss of other coverage, may re-enter District coverage during the year for qualifying events recognized by the District's insurance carrier. Effective July 1, 2014, employees married to other employees of the District may not receive double health and prescription coverage (e.g. two family plans). Married employees shall be eligible for one family plan, one 2 person plan, or two individual plans. Married employees taking one family or one 2 person plan shall also be eligible for the health insurance buy-out set forth above (e.g. one family plan plus one buy-out for the other employee).

ARTICLE VII / WORK WEEK AND OVERTIME

Section 1. The workweek shall consist of five (5) consecutive days of work with two (2) consecutive days off.

Section 2. The work year shall consist of:

- (a) **Transportation:** The work year for all bus drivers (regular and car drivers) shall consist of all days district schools are in session. Whenever the school district must transport children to other public and non-public schools and institutions, etc., drivers who are assigned to the above routes servicing these other schools, institutions, etc., will work on the days that these schools, institutions, etc. are open, even though the District's schools are closed except on District snow days.
- (b) **Cafeteria:** The work year for cafeteria personnel shall consist of all days that schools are open. Excluded from the above may be days when, at the discretion of the administration, cafeteria personnel may be excused from work on conference days.
- (c) **Custodial:** The work year for all Custodial & Maintenance/Grounds Staff shall be a twelve-month year, from July 1st to June 30th.

Section 3. Time and one-half shall be paid for all hours worked during the 6th and/or 7th day of the workweek. This provision does not apply when the employee is using flextime on the 6th and/or 7th day of the workweek.

Section 4. All overtime shall be paid in cash and not in compensatory time off.

Section 5. Overtime shall be paid at the rate of time and one-half the employee's hourly base rate. Overtime shall be paid as follows:

ARTICLE VII / WORK WEEK AND OVERTIME (CONTINUED)

- (a) **Transportation Department:** Overtime shall be paid at a rate of time and one-half for all hours worked over 40 hours in one week.

Car drivers who elect to report to work on Staff Conference days when the Administration elects not to transport students to out-of District programs, will receive five (5) hours of pay for participating in District-sponsored training workshops on that day.

- (b) **Custodial/Maintenance Grounds Employees:** Custodial/Maintenance Grounds employees shall be deemed to work a 40-hour week. In the event of an emergency call in (e.g., for snow removal, a boiler breakdown, serious repair) custodial employees shall be paid overtime with a minimum of 3 hours for each day overtime is required.

Overtime shall be paid at a rate of time and one-half for all hours worked over 40 hours in one week.

Overtime duty shall be determined by seniority, on a rotating basis. One District-wide seniority list will be maintained and all assignments for overtime work will be made from that list, regardless of the location of the overtime assignment. Any organization that holds an activity for which a custodian's services are required, as determined by the Superintendent, shall be subject to prior written approval from the Superintendent or his designee. It is understood that a custodian will not be assigned to more than one building when such services are required.

All Custodial/Maintenance/Ground/Cleaner Employees who work a shift other than the day shift shall work the 7am to 3:30pm shift during non-student session days (e.g. summer). On snow/emergency school closure days, all Custodial/Maintenance/Ground/Cleaner Employees will have their schedule changed to 9am to 5:30pm.

During the period November 1 through March 31, the maintenance/grounds worker shall be included on the District-wide overtime roster.

Head custodians will conduct winter building and boiler checks, charging a maximum of two hours for overtime except in the case of an emergency, as determined by the Superintendent.

Custodial/Maintenance Grounds employees may receive the day off with pay when school is closed for an emergency (snow, power outage, etc.), as determined by the Superintendent.

Hours of work will not be changed without providing the employee with a least 30-calendar days' notice in writing.

ARTICLE VII / WORK WEEK AND OVERTIME (CONTINUED)

(c) **Cafeteria Workers:** The normal full time work week is to be 35 hours.

Overtime shall be paid at a rate of time and one-half for all hours worked over 40 hours in one week. To the extent possible, a rotation of overtime work shall be on a seniority basis.

The hours provided are the normal workweek. It is expected that there will be days when the workload will require slightly less time or slightly additional time and these are deemed to be self-compensating.

Section 6. For the purpose of computing overtime, the use of any paid leave credit shall be considered as hours worked.

Section 7. For employees with daily hours of 3.5 or more, a rest period of fifteen (15) minutes will be allowed during the first half of the work period and fifteen (15) minutes during the second half of the work period for all cafeteria employees. All employees less than 3.5 daily hours shall be granted one fifteen (15) minute break.

ARTICLE VIII / VACATION

Section 1. All twelve (12) month employees shall receive two (2) weeks vacation with pay after one (1) year's service.

After three (3) full years of service, one (1) additional day per each full year's service shall be granted to a maximum of fifteen (15) days after eight (8) full years of service.

After sixteen (16) years of completed service, one (1) additional day for each additional year of service shall be granted to a maximum of twenty (20) days.

Section 2. A maximum of fifteen (15) days vacation may be taken during the summer (day after graduation to the start of the school year).

Section 3. All scheduling of vacation blocks of one or more weeks shall be subject to prior scheduling approved by the Superintendent.

Section 4. All employees will submit their vacation requests by June 1 and will receive notification of administrative action within one week.

Section 5. Vacations shall be calculated on the employee's anniversary day, and shall be pro-rated for the first year of employment.

Section 6. If a holiday falls during vacation time, another vacation day is due the employee.

ARTICLE VII / WORK WEEK AND OVERTIME (CONTINUED)

Section 7. Generally, selection of vacation time shall rest with the employee. Employees shall give advance notice and requests shall be approved in advance. In the event a conflict regarding vacation time exists, seniority shall determine who will take the time off. Advance notice for vacation requests shall be at least 48 hours to allow the District enough time to obtain replacements when necessary. Such requests are subject to prior approval by the Building Maintenance Supervisor, Business Administrator, or Superintendent.

Section 8. Upon the death of an employee, vacation for that year shall be computed on a pro-rated basis and the estate of the deceased employee shall be paid therefore.

Section 9. Vacation time will be granted in blocks of time of no less than one hour per request.

Section 10. Upon written request by the employee and subject to prior written approval or, in the case of an emergency, verbal approval of the Director of Facilities I and the Business Administrator or Superintendent, flex time may be granted whereby the employee's normal working hours are modified so he/she may conduct business which would otherwise necessitate using vacation time. Flextime taken must be made up by midnight on Sunday of the week it is taken. It is agreed upon by the parties that flex time will not be available to employees who have written disciplinary action on their record within the past twelve (12) months. Flextime is not intended to increase what would be the normal hourly compensation of an employee and it must be cost neutral from an administrative standpoint.

Section 11. Vacation Time Carry Over
Unused vacation time up to a five (5) day maximum can be carried over to the next school calendar year and must be used during that year.

ARTICLE IX / SICK LEAVE AND PERSONAL LEAVE

Section 1. Sick Leave

- (a) All non-instructional employees shall receive sick leave as follows:
 - 10 Month - Ten (10) sick days per year
 - 12 Month - Twelve (12) sick days per year
- (b) Effective July 1 of each year sick leave shall be credited and may be accumulated to a total of 200 days. Employees accumulating the maximum number of sick leave days shall be allowed to donate one extra day annually to the Sick Leave Bank.
- (c) Sick leave shall be considered illness, emergency treatment or serious illness of persons in the employee's immediate family. Immediate family will mean the employee's spouse, parent, brothers, sisters, children and spouse's parents.

ARTICLE IX / SICK LEAVE AND PERSONAL LEAVE (CONTINUED)

- (d) An employee, whose personal illness extends beyond the period of accumulated sick leave and beyond the use of any or all vacation credits, may be granted a leave of absence by the Board of Education for a period of up to one year.
- (e) An employee who is sick for more than six (6) working days may be required to furnish a physician's certificate.
- (f) All regularly employed persons shall enjoy the privilege of sick leave and personal leave. Employees not employed on a regular basis will not receive such benefit.
- (g) At the beginning of each quarter, each employee's accumulation of sick leave and personal leave will be posted.
- (h) An employee absent from work without authorization for ten or more consecutive work days shall be deemed to have resigned from their position if they have not provided a satisfactory explanation for such absence on or before the eleventh work day following the commencement of such unauthorized absence. This procedure shall be in lieu of the disciplinary procedures prescribed by Civil Service Law.

The parties agree to provide written notice, in the form of Certified Mail, Return Receipt Requested, to the employee's address. The employee shall have a 10-calendar day time period within which to respond. Failure to respond shall be deemed to be completion for the abandonment of position. This procedure shall not apply for any duly authorized absences which may have been approved by the Employer.

- (l) The District and CSEA agree to establish a **Sick Leave Bank** as follows:
 - 1. The parties shall be authorized to establish, maintain and administer a "sick leave bank" for members who require preliminary hospitalization and subsequent recuperation due to accidents or long term illness or whose illness or condition has been certified by a physician as preventing them from being able to work. This does not cover disability due to normal pregnancy. The bank, however, may be used for disability caused by abnormal pregnancy and complication thereof.
 - 2. The sick bank shall be a process through which non-instructional staff members in the negotiating unit may assign sick leave days to the sick bank and the sick bank committee may assign sick leave days so accumulated to members in the negotiating unit who have exhausted their sick leave credits.
 - 3. The following rules shall apply to the establishment and administration of the sick bank:
 - a. The privilege of participation in the sick bank shall be available to all members of the negotiating unit, regardless of whether or not they are members of the CSEA, in accordance with the terms of this Article.

ARTICLE IX / SICK LEAVE AND PERSONAL LEAVE (CONTINUED)

- b. Application for withdrawal of days by participating members may be made immediately upon deletion of personal-sick leave. These applications will be prepared by the Association and will be made available in the office of the Chief School Officer. A doctor's certificate stating the seriousness of the disability and an appropriate date when the employee can be expected to return to work shall accompany all applications.
- c. The parties shall designate a Sick Bank Committee to administer and promulgate rules of operation of the pool. The CSEA unit shall designate two members and the District shall designate two – one administrator and one Board member. These four persons shall then designate a fifth member as a non-voting member of the Committee, except that in the event of a tie, he/she shall act as a tiebreaker. The Committee shall be responsible for the administration of the sick bank, including the following:
 - i. Developing all further rules and procedures required for the administration of the pool, including a procedure to insure confidentiality on medical documentation when requested by the applicant.
 - ii. Maintaining all records of the operation of the pool and making such records available to the Chief School Administrator or his/her designees for audit upon request.
 - iii. The rules and procedures for the operation of the sick leave pool may be changed at any time upon mutual agreement of the parties. No member will contribute more than once a year.
- d. The total number of sick leave credits in the sick bank shall not exceed 156 days.
- e. Contribution of days to the bank shall be as follows:
 - i. Upon initial establishment of the bank, members may opt to contribute either one or two days.
 - ii. Thereafter, the enrollment period shall be from September 1 through September 30 of each year or within fifteen days of the initial employment for those hired subsequent to September 30, with new enrollees having the same option as in 5a.
 - iii. Until the bank reaches 156 and/or as the number of days falls below 156, new days shall be added from a list of members on a rotating basis from the top of the list downward. The list shall be established by (1) alphabetical order: top to bottom, of initial enrollees, (2) new members added to the top of the list as they enroll and move to the bottom of the list as they contribute.
 - iv. All contributions shall be irrevocable.

ARTICLE IX / SICK LEAVE AND PERSONAL LEAVE (CONTINUED)

- (f) Participating members may use up to 30 days if they contributed 1 day; 45 if they contributed 2 days.
- (g) Members with less than 3 years employment in the District are limited to the use of 15 days.
- (h) The District agrees to donate 50 days to start the sick bank.
- (i) Contributions made by participating members of the sick leave bank shall not impact the eligibility for the Sick Leave Attendance Incentive under Article IX, Section 10.
- (j) **Sick Leave Attendance Incentive**

Employees who utilize sick leave in accordance with the following schedule shall receive a payment as follows:

Sick Leave Used	Payment*
0 - 2 ½ Days	\$150.00
Over 2 ½ - 5 Days	\$75.00

(*Pro-rated for less than full time employees).

Effective 7/1/14, employees who utilize sick leave in accordance with the following schedule shall receive a payment as follows:

Sick Leave Used	12 Mth Employee Payment	10 Mth Employee Payment
0 - 2 ½ Days	\$150.00	\$100.00
Over 2 ½ - 5 Days	\$75.00	\$50.00

- (k) Sick time will be granted in blocks of time of no less than one hour per request.
- (l) Upon written request by the employee and subject to prior written approval or, in the case of an emergency, verbal approval of the Building Maintenance Supervisor and the Business Administrator or the Superintendent, flex time may be granted whereby the employee's normal working hours are modified so that he/she may keep an appointment with a doctor, dentist, etc. which would otherwise necessitate using sick time. Flex time must be made up by midnight on Sunday of the week it is taken. It is agreed upon by the parties that flex time will not be available to employees who have written disciplinary action on their record within the past twelve (12) months. Flex time is not intended to increase what would be the normal hourly compensation of an employee and it must be cost neutral from an administrative standpoint.

ARTICLE IX / SICK LEAVE AND PERSONAL LEAVE (CONTINUED)

Section 2. Personal Leave:

- (a) Personal leave will be granted as follows:
Three (3) days for each employee per year.
Personal leave is in addition to sick leave.
- (b) Unused personal leave will be added to accumulated sick leave time. One of the personal leave days may be taken by the employee without any need to give a reason. Two of the personal leave days require accountability and approval by the Administration for good cause given, such as house closing, lawyer appointments, etc.
- (c) If it is necessary to take a personal day, the employee shall be required to notify the administration, whenever possible at least 48 hours in advance of the leave.
- (d) It is understood that part-time employees shall earn sick and personal leave on a pro-rated basis.
- (e) Personal time will be granted in blocks of time of no less than one hour per request.
- (f) Upon written request by the employee and prior written approval or, in the case of emergency, verbal approval of the Building Maintenance Supervisor and the Business Administrator or the Superintendent, flex time may be granted whereby the employee's normal working hours are modified so that he/she may conduct business which would otherwise necessitate using personal time. Flextime taken must be made up by midnight on Sunday of the week it is taken. It is agreed upon by the parties that flex time will not be available to employees who have written disciplinary action on their record within the past twelve (12) months. Flextime is not intended to increase what would be the normal hourly compensation of an employee and it must be cost neutral from an administrative standpoint.

ARTICLE X / OTHER LEAVES

Section 1. Bereavement Leave

Employees shall be granted three (3) days with pay in the event of death in the immediate family. Immediate family shall be defined as spouse, mother (natural, step or foster), father (natural, step or foster), children, brother, sister, grandparents, grandparents-in-law, mother-in-law, father-in-law, aunt, and uncle.

Section 2. Jury Duty

Employees shall be granted time off with pay, and without charge to leave credits, necessary to serve as required on jury duty. It is understood that the employee will return any compensation except travel and/or meal money received.

Section 3. Child Rearing Leave

The District shall comply with current court cases regarding changes in child rearing leave.

ARTICLE X / OTHER LEAVES (CONTINUED)

Section 4. Refresher Instruction

All drivers who attend all refresher instruction sessions each year shall receive a bonus of \$80.00, to be payable as hereinafter provided, if they remain in attendance during all the instructional sessions.

Employee payment for meetings attended:

- 1st Meeting - \$20.00
- 2nd Meeting - \$20.00
- 3rd Meeting - \$20.00
- 4th Meeting - \$20.00

Payment will be processed as soon as practicable after completion of the final session of each school year. Make-up meetings at other school districts are acceptable.

Section 5. Leave of Absence

An employee may be granted a leave of absence without pay in order to attend school, full or part-time, provided that attendance at such school is of mutual benefit to both parties. If an employee is absent without leave for more than one week, he/she must apply for a leave of absence. Any such absence will not accrue seniority. Failure to apply for such leave of absence in writing to the Superintendent may be grounds for dismissal.

Section 6. Negotiations Leave

The Union and the District agree that a maximum of two hours will be allowed for negotiations during the school day, for the next contract as, normally, the meetings do not extend beyond that period. The Union agrees to cooperate with management to be sure that operations in key areas such as bus driving and cafeteria are not hindered because of performance of CSEA members during these two-hour negotiations.

Section 7. Association Leave

Time off, without loss of pay, shall be given to one employee who has been designated to represent the Unit at CSEA Conferences, Workshops, Conventions, etc., for a maximum total of 3.5 days per year.

ARTICLE XI / HOLIDAYS

Section 1. Paid holidays for twelve (12) month employees are:

- | | |
|----------------------------|------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day |
| Veteran's Day | Presidents' Day |
| Thanksgiving Day | |
| Day Following Thanksgiving | Good Friday |
| One-half Day - December 24 | Memorial Day |
| Christmas Day | Columbus Day |

ARTICLE XI / HOLIDAYS (CONTINUED)

Section 2. When Christmas Day falls on Saturday or Sunday, the employees will be paid for one-half (1/2) day off on Friday and a full day on Monday. When Christmas Day falls on any other day of the week, one-half (1/2) day of December 24 will be considered a holiday. If school is in session on the Friday preceding Christmas (Christmas being on a Saturday or a Sunday) then the employee will have one-half (1/2) day off as a floating holiday, to be taken during that holiday recess.

Section 3. Twelve (12) month part-time Custodians shall receive holidays on a pro-rated basis.

Section 4. The Custodial & Maintenance/Grounds Staff will work on Good Friday if school is in session and the day is required to meet the State's minimum requirement of school days. If Custodial & Maintenance/Grounds Staff are required to work under these circumstances they will be given another day off in lieu of the holiday.

Section 5. If any of the above cited holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

Section 6. In the event the New York Legislature or Board of Regents dictates a longer school year that requires attendance on days that are presently designated as holidays, the District and CSEA shall reopen negotiations on the impact of such extended school year.

ARTICLE XII / SENIORITY

Section 1. Seniority for all non-teaching personnel is based on date of entry into service (Substitute time is not included). Seniority shall be defined as an employee's length of service commencing on the date of last hire to any position covered by the bargaining unit. When employees enter a classification in the bargaining unit on the same date, such employees will have their seniority decided by lot.

The employer agrees to maintain and provide a seniority roster to the unit representative upon request.

Seniority shall be the deciding factor when all other factors are equal, for promotion, layoff, recall and vacation.

Section 2. Time spent on an approved leave of absence without pay shall not be counted for seniority purposes.

ARTICLE XIII / JOB VACANCIES

Section 1. When a vacancy occurs, the District will endeavor to secure a replacement as soon as a qualified person is available.

Section 2. Where an actual and permanent vacancy in a position occurs, the administration shall have the option of using a substitute, but a substitute shall not be used in such a case for more than thirty (30) days if a permanent replacement is available.

Section 3. When a vacancy occurs or new jobs are created, Berne-Knox-Westerlo employees will be given an opportunity to apply for such positions. In the event that qualifications are equal, in the opinion of the administration, Berne-Knox-Westerlo employees will be given preference for such positions, on the basis of seniority. Employees involved will be notified in writing of the final decision.

Section 4. In the event that an employee takes a lateral transfer to another position, the employee will not receive less salary than the employee's present position.

Section 5. The Employer agrees to notify the Unit President of all new hires and employment status changes as they occur during the year.

Section 6. In the event of an absence of a full-time employee, preference shall be given to a part-time employee in filling the vacancy before a substitute is called. It is understood that the total number of hours worked by part-time employees shall be limited to forty (40) hours per week.

ARTICLE XIV / LAYOFF PROCEDURES

Section 1. In the event that layoff is anticipated for the school district, the Employer representative will meet with the CSEA representative prior to any layoff becoming effective. No permanent employee is to be laid off until all temporary, probationary and part-time employees, within the same employment area have been laid off. The incumbents in the title to be laid off shall be ranked in the title by seniority and those with the least seniority shall be laid off first. Employees involved in the layoff will be allowed to replace less senior employees in the same title they currently hold or in other titles within the same employment area (employment areas being broken down by driver area [if qualified and having proper license], the cafeteria area and the custodial area) for which they have qualified and hold seniority to such title. Recall will be based on reverse order of seniority. All competitive titles shall follow civil service rules regarding layoffs.

Section 2. Employees who are to be laid off due to a reduction in work force shall receive two weeks notice of such layoff. In the event that not all persons holding the same job description are to be laid off, the person holding such job with the least seniority shall be laid off first, and the person with the most seniority shall be laid off last. Rehiring shall also be done on a seniority basis within that employment area if the employee is qualified.

ARTICLE XV / UNIFORMS

Section 1. Regular Cafeteria workers shall receive a per annum uniform allowance. This allowance shall be paid no later than two pay periods after submission of a receipt of purchase by the employee to the Business Office. The Schedule of payment for uniform allowances is as follows:

Effective through 6/30/14 \$200.00

Effective through 6/30/14, The District shall pay the amount shown on the receipt, up to \$50 per year to Cafeteria workers towards the purchase of work shoes and up to the scheduled amount for uniform allowance.

Effective 7/1/14, Regular Cafeteria workers shall receive a per annum uniform and shoe allowance. This allowance shall be paid no later than two pay periods after submission of a receipt of purchase by the employee to the Business Office. The District will contract with a vendor to provide opportunity for the cafeteria workers to purchase uniforms and shoes through the vendor under the District's account thereby eliminating the need for reimbursement of purchase. The maximum annual payment for uniform and shoe allowance is \$280.00.

Section 2. The District shall provide three (3) sets of uniforms for each Custodian each year. If a Custodian's uniform is destroyed in the line of duty, the uniform will be replaced by the District. The District shall provide uniforms for Custodial and Maintenance employees through a rental agreement at no cost to the employee.

Section 3. The District shall pay the amount shown on the receipt of purchase, up to \$60 per year through 6/30/14 and up to \$100 per year effective 7/1/14 to Custodial, Maintenance, and Grounds workers towards the purchase of work shoes. This amount will be prorated for part-time employees. This allowance shall be paid no later than two pay periods after submission of a receipt of purchase by the employees to the Business Office.

Section 4. Custodians must wear the uniform daily, and they are responsible for keeping the uniforms clean and neat. Failure to wear complete uniforms or failure to keep them clean may be grounds for dismissal.

Section 5. Uniform Service Sub-Committee

A sub-committee will be appointed upon ratification of this agreement to seek alternative methods of uniform service for Custodial, Maintenance, and Grounds workers. Providing winter jackets to Custodial, Maintenance, Grounds and Bus Drivers will also be included in these discussions. There shall be no implementation of a change without sub-committee approval.

ARTICLE XVI / TRANSPORTATION

Section 1. Late bus runs will be paid at the rate of \$22.02 per hour, one (1) hour minimum for the 2009-10 school year. Thereafter the rate shall be increased by the percentage referenced in Article V, Sections 2 and 3.

2014-15	\$22.59
2015-16	\$23.18
2016-17	\$23.78
2017-18	\$24.40
2018-19	\$25.03

Section 2. A driver may be denied the next step if:

- (a) They have an accident in which the school is unable to recover for damages sustained or if the school is liable for payment of bodily injury or property damage to others.
- (b) They are found not to have performed their duties in a proper manner.
- (c) If (b) above exists, the driver must be advised in writing at least 60 days prior to end of the school year, or by July 9th.

Section 3. Extra Trips

- (a) A field trip bulletin board for regular bus drivers will be established on the basis of seniority. The opportunity to take extra trips will be offered to each driver on a rotating basis. If the driver declines the trip, an "x" will be placed after their name. If the driver accepts the trip, the letter "o" will be placed next to the driver's name, along with the date of the trip. If no regular bus drivers are available, other car drivers will be offered an opportunity for the extra trip.
- (b) A driver may be denied extra trips after a warning if they fail to travel the prescribed route, if they fail to pick up children on prescribed route for evening events, if they fail to leave at the posted time, if they fail to deliver children to required destination or if they use an extra vehicle, and do not clean it after every trip, and if the driver does not fill out the daily driver log (inspection, mileage, etc.).
- (c) Extra trips: Until 6/30/14, \$20.38 per hour, Monday through Sunday and Holidays. As of 7/1/14, the rate is \$20.91; as of 7/1/15, the rate is \$21.45; as of 7/1/16, the rate is \$22.00; as of 7/1/17, the rate is \$22.57; as of 7/1/18, the rate is \$23.16.

In-District, 2-hour minimum
Out-District, 4 hour minimum

BOCES Run (Schoharie C&TS): until 6/30/12 \$62.02 per trip; 7/1/14 \$63.63; 7/1/15 \$65.28; 7/1/16 \$66.98; 7/1/17 \$68.72; 7/1/18 \$70.51

Non-Student Runs: until 6/30/12 \$20.38 per hour; 7/1/14 \$20.91; 7/1/15 \$21.45; 7/1/16 \$22.00; 7/1/17 \$22.57; 7/1/18 \$23.16

Substitutes: until 6/30/14 \$26.07 per trip; 7/1/14 \$26.75; 7/1/15 \$27.45; 7/1/16 \$28.16; 7/1/17 \$28.89; 7/1/18 \$29.64

(Extra trip rates shall be increased by the percentage referenced in Article V, Section 2 and 3.)

ARTICLE XVI / TRANSPORTATION

- (d) Out of District: four (4) hour minimum plus ½ hour clean up time if the actual trip equals or exceeds four hours.
- (e) Trips of less than thirteen miles may be assigned to full-time employees without further compensation.
- (f) In the event that an extra bus run interferes with the scheduled run of the driver and the District has to provide a substitute to cover the regular schedule run, the driver will be compensated at a rate that will reflect the following formula:
Value of Regular Run
Plus: Value of Extra Run

Section 4. Route assignments shall be made on the basis of seniority. Each route to be bid on should be described. Any open route should be bid on within 30 working days. Between such assignments unusual circumstances may arise and new routes may be assigned on a temporary basis without regard to seniority.

Section 5. Full-time shall be defined as a driver making at least four (4) trips per day. Part-time drivers shall be defined as a driver making at least two (2) trips per day.

Section 6. Regular drivers forced to take handicapped, parochial, or BOCES students, or car drivers required to drive regular bus runs, will not lose benefits or their higher rate of pay.

Section 7. On trips over 100 miles that return past midnight, the driver will have the following morning off without loss of pay.

Section 8. The District agrees to reimburse employees, upon submission of proof of payment, for the expenses incurred in obtaining or retaining a CDL license. The cost will be computed by subtracting the portion of the cost of a regular license versus a CDL.

Section 9. Middle of the day runs (i.e., Kindergarten, BOCES, Special Education, etc.) shall be bid on the basis of seniority. Vacancies shall also be filled by seniority. Effective until 6/30/14, Late runs shall be offered on a rotating basis starting by seniority. Drivers must sign up by 8:10 AM to be eligible for a run. Effective 7/1/14, late runs will be incorporated into a regular bid run package to be established by the District at the start of the 2014-15 school year. Such package runs will be bid on by seniority. The driver selecting, or in the case of no selection, appointed to the package including the late runs will be expected to perform all such runs. In the event of illness or other paid leave absence, the rate of pay shall include the entire package run, including the late run. The parties understand that all runs, once packaged by the District, will be place out for bid by seniority prior to the 2014-2015 school year. In addition, the parties agree to meet following the 2014-2015 school year to discuss experience of implementing the change on late runs being added to regular run packages. If there is not a sufficient number of regular drivers available, qualified car drivers shall be offered the runs on the basis of seniority.

ARTICLE XVI / TRANSPORTATION (CONTINUED)

Section 10. Car Drivers:

The District will maintain the right, at its discretion, to transfer car route drivers from one route to another. The District will also maintain the option of eliminating any routes.

Section 11. Car drivers shall be paid their regular rate of pay in the event of a snow day.

Section 12. Duties of Drivers:

- (a) Clean inside of bus each day. Outside of bus must be kept clean at all times, including windows. If more than one driver uses the same bus each in one day, the inside of the bus must be cleaned after each trip. Failure on the part of any driver to clean his/her bus for a DOT Inspection will result in a deduction of pay equal to one-half (1/2) hours of pay for each occurrence.
- (b) Drivers must observe and enforce all rules described in the Bus Drivers' Handbook in regard to student conduct.

Section 13. All records of seniority, extra trips or reports of unsatisfactory work will be made available upon request of the President of the CSEA.

Section 14. The Superintendent of Schools reserves the right to transfer a driver from one route to another for non-disciplinary matters subject to the following:

1. The District first seeks volunteers.
2. With mutual consent of drivers involved, transfer may be made to another route (transfer between routes).
3. Re-bid all routes if #1 and #2 above fails.
4. If numbers 1, 2 and 3 fail, and after consultation with the Association President and drivers involved, in emergency circumstances, the District may exercise the right to transfer drivers for non-disciplinary reasons.

Section 15. Seniority

August Meeting/Annual Bidding/All Routes:

- (a) As in the past, only open routes will be bid on the basis of seniority, starting from the most senior driver to the least senior driver.
- (b) The bidding of routes in August 1990 will be done as in the past, but thereafter the seniority list will be inclusive of all drivers for the purpose of establishing regular routes only. As in the past, only regular bus drivers will be allowed to do field trips and extra runs.

Section 16. Bus Drivers and Transportation personnel shall wear clothing, including shoes, which are safe and suitable for the work and operation of school vehicles. The Director of Transportation shall establish guidelines in this area in consultation with the union.

ARTICLE XVII / GENERAL PROVISIONS

Section 1. A handbook of Board of Education and Administration policies, relating to the non-professional staff will be made available to each employee prior to the opening of school in September. New employees will be given a copy at the beginning of their employment.

Section 2. A written job description will be made available to each employee upon request, and to every newly hired employee. Job descriptions and specifications will be kept on file by the school for each non-teaching position at the Berne-Knox-Westerlo Central Schools.

Section 3. The employer may use part-time help as a substitute for full-time employees who are absent or to augment the work force during a peak demand period.

Section 4. The Board shall give advance notice of any proposed change in policy which will result in the change of working conditions to the unit representative and will consult with the unit representative concerning the same.

Section 5. No full-time position shall arbitrarily be split into a part-time position without mutual consent of the parties.

Section 6. Each employee shall be furnished with a school calendar.

Section 7. The Board recognizes its obligation to provide counsel to employees under Section 3023 and 3028 of the Education Law.

Section 8. The Board shall provide each department with a chart showing chain of command.

Section 9. The Board shall furnish three (3) copies of the new Agreement to the Unit President.

Section 10. Payroll periods will be every other Friday. Ten (10) month employees may opt to receive pay over a 21 or 26 biweekly pay schedule.

Section 11. Cases of food will be carried to the kitchen by other than Cafeteria employees.

ARTICLE XVII / GENERAL PROVISIONS (CONTINUED)

Section 12. Cafeteria employees must have a physical examination no later than August 21, paid for by the District if conducted by the school district physician. Drivers must have an annual physical conducted by the school district physician. This physical must be at least one day prior to a full year from their last annual physical. Physical examinations taken after the required date must be paid for by the employee, whether conducted by the District's physician or the employee's personal physician. Where the employee chooses to have the physical examination conducted by the employee's personal physician, the District will pay up to the school district physician rate.

Section 13. A long-term substitute employee hired for over three months to fill an encumbered position shall receive all benefits provided in this agreement for the period of their appointment.

ARTICLE XVIII / LABOR-MANAGEMENT COMMITTEE

The District and CSEA Unit shall form a Labor-Management Committee to meet when mutually agreeable to both sides and for the purpose of discussing and attempting to resolve matters of mutual concern. The notice of the request to meet shall include a proposed agenda for discussion.

A Safety Committee will be established to discuss safety issues such as: safety gear, power outages, damaged clothing allowance, etc.

ARTICLE XIX / GRIEVANCE PROCEDURE

Section 1. The Grievance Procedure established by this section shall be used for the purpose of orderly negotiation between the parties concerning all claims, rights, disputes or other matters subject to the interpretation or application of this Agreement.

Section 2. Definitions:

"Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee in the exercise of the duties assigned to them.

"Days" - All days referred to shall be days in which school is in session except between the last day of June and the first school day in September where days shall mean calendar days except Saturdays, Sundays, and holidays and where already noted as calendar days.

Section 3. A grievance may be filed by an employee or employees or a representative of the Unit. Grievances of a general nature filed by the Unit may be initiated at Step II.

Section 4. The parties agree that if either labor or management fails to respond to the time limits outlined in the grievance procedure, the grievance shall move to the next level in the grievance procedure.

ARTICLE XIX / GRIEVANCE PROCEDURE (CONTINUED)

Section 5. The Grievance Procedure:

STEP I

- A. Within seven (7) calendar days after an employee becomes aware or should have become aware of the situation, condition or action of the school giving rise to a grievance, the person affected or their representative may orally present a grievance to the employee's supervisor, for settlement.
- B. If no agreement is reached under (a), the employee may take the grievance to his/her representative, who will reduce it to writing indicating the nature of the grievance, adjustment requested, and any other pertinent information. This should be signed by the employee and their representative, and be presented to the supervisor within seven (7) calendar days after the supervisor's verbal reply. Each of the parties should retain a copy of the grievance.
- C. The supervisor will give a written answer, within five (5) school days from their receipt of the grievance.
- D. If the grievance is not processed in writing, to the second step of the grievance procedure within fourteen (14) calendar days from the date the supervisor's written answer is given, the case shall be considered closed.
- E. After a representative has submitted a grievance to the employee's supervisor, all negotiations and settlements with respect to this grievance shall be handled through the unit representative. If a settlement is not reached between the supervisor and the representative, the grievance may be referred to Step II.

STEP II

- A. If the aggrieved employee decides to take the grievance to the second step within the time specified in Step I (d) above, the superintendent shall be advised in writing and a meeting will be arranged among the superintendent, unit representative and aggrieved employee, generally within five (5) school days.
- B. Whenever possible, a decision will be given at such meeting. If not, then within five school days the superintendent will give a written decision to the unit representative involved.
- C. If the grievance is not processed in writing to the third step of the grievance procedure within fourteen (14) calendar days from the date a decision is given in accordance with (b) above, the case shall be considered closed.

STEP III

- A. If the aggrieved employee decides to take the grievance to the third step, the unit representative will present to the School Board a written statement of such grievance giving pertinent information relative to the grievance and indicating the relief requested.
- B. A meeting among the designated unit representative, aggrieved employee and the School Board shall be arranged, generally within fourteen (14) calendar days for the purpose of discussing such grievance. Additional time for such a meeting may be allowed by mutual agreement.
- C. The School Board will give a written decision within fourteen (14) calendar days after a final meeting for discussion.

ARTICLE XIX / GRIEVANCE PROCEDURE (CONTINUED)

- D. Upon the expiration of thirty (30) calendar days from the date that the Board's written reply to the grievance is given to the unit representative, the grievance shall be considered settled and closed for all purposes except that the foregoing shall not limit the right of the unit representative to request arbitration as provided in Step IV.
- E. Prior to submitting the grievance to arbitration, the CSEA Unit must present to the Clerk of the Board of Education a written statement signed by the aggrieved party and the Unit, by which the aggrieved party and the Unit agree to elect this arbitration provision as the sole and exclusive remedy for resolving disputes and in lieu of any other remedies available under the law. Once the Unit has submitted the grievance to arbitration, the aggrieved party and the Unit shall be precluded from utilizing any other forum in order to resolve the subject matter of the grievance. Furthermore, no grievance shall be arbitrable if the aggrieved party or the Unit has presented the subject matter of the grievance in any other forum, including, but not limited to, the Education Department, PERB, or the courts.

STEP IV

- A. At the end of the thirty (30) calendar days referred to in Step III d, in the event that such dispute is not then disposed of, it shall be referred by either party to binding arbitration before an impartial arbitrator assigned by the Public Employment Relations Board.
- B. The costs of such arbitration proceedings shall be borne equally by the District and the Association.

Section 6. In the event that any employee with the Unit is disciplined, such employee shall have the right to use the grievance procedure in order to determine whether or not such discipline has been justified. This clause shall not apply to any Unit member during the first six (6) months of the probationary period. The parties agree that the election to use the grievance procedure shall be a formal waiver of any other rights available under law or regulations.

ARTICLE XX / SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Laws; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Article of the Agreement or any addition thereto shall not be affected.

ARTICLE XXI / PROCEDURES FOR EMPLOYMENT-RELATED INJURIES

If an employee is injured in the course of employment, they will receive full pay for each day of accumulated sick time, as needed, up to their maximum accumulated sick days. When the District is reimbursed from Workers' Compensation for the loss of time, the employee's sick time will be credited back at the rate of 100%.

ARTICLE XXII / MANDATORY PROVISION

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.

ARTICLE XXIII / DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 2010, AND SHALL CONTINUE IN EFFECT THROUGH JUNE 30, 2019.

C.S.E.A. UNIT

SCHOOL DISTRICT

BY: Donald Shredakis
President, CSEA Unit

BY: Joan Adviance
President, Board of Education

BY: John B. [Signature]
Negotiating Member

BY: Matthew W. Mundell
Superintendent of Schools

BY: Peter [Signature]
Negotiating Member

BY: _____
Negotiating Member

BY: Hoese Clark
Negotiating Member

BY: Anne Farran
Negotiating Member

BY: _____
Negotiating Member

BY: Denise A. Warren
Labor Relations Specialist

APPENDIX "A": STARTING SALARY SCHEDULE

	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018
Bus Driver (4 hours/day*200 days)	12,287.00	12,812.00	13,337.00	13,937.00	14,537.00	15,137.00
Hourly Rate	15.36	16.02	16.67	17.42	18.17	18.92
Car Driver (4 hrs/day * 200 days)	17.90	18.37	18.85	19.43	20.03	20.65
Cook (7.5 hours/day*200 days)	17,761.00	18,286.00	18,811.00	19,411.00	20,011.00	20,611.00
Hourly Rate	11.84	12.19	12.54	12.94	13.34	13.74
Food Service Helper (7.5 hours/day*200 days)	16,424.00	16,949.00	17,474.00	18,074.00	18,674.00	19,274.00
Hourly Rate	10.95	11.30	11.64	12.05	12.45	12.85
Director of Facilities I (2080 hr/yr)			66,500.00	67,100.00	67,700.00	68,300.00
Hourly Rate			31.97	32.26	32.55	32.84
Building Maintenance Mechanic (2080 hrs/yr)			44,500.00	45,100.00	45,700.00	46,300.00
Hourly Rate			21.39	21.68	21.97	22.26
Groundskeeper/Maintenance (2080 hrs/yr)	35,869.00	36,394.00	36,919.00	37,519.00	38,119.00	38,719.00
Hourly Rate	17.24	17.50	17.75	18.04	18.33	18.61
Maintenance Helper (2080 hrs/yr)			33,759.00	34,359.00	34,959.00	35,559.00
Hourly Rate			16.23	16.52	16.81	17.10
Head Custodian (2080 hrs/yr)	32,709.00	33,234.00	33,759.00	34,359.00	34,959.00	35,559.00
Hourly Rate	15.73	15.97	16.23	16.52	16.81	17.10
Custodian (2080 hrs/yr)			31,977.00	32,577.00	33,177.00	33,777.00

	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018
Hourly Rate			15.37	15.66	15.95	16.24
Custodial Worker (2080 hrs/yr)	29,145.00	29,670.00	30,195.00	30,795.00	31,395.00	31,995.00
Hourly Rate	14.01	14.26	14.52	14.81	15.09	15.38
Cleaner (2080 hrs/yr)			21,325.00	21,925.00	22,525.00	23,125.00
Hourly Rate			10.25	10.54	10.83	11.12
Keyboard Specialist (1950 hrs/yr)			24,000.00	24,600.00	25,200.00	25,800.00
Hourly Rate			12.31	12.62	12.92	13.23
Sr Account Clerk (1950 hrs/yr)			26,575.00	27,175.00	27,775.00	28,375.00
Hourly Rate			13.63	13.94	14.24	14.55
Account Clerk (1950 hrs/yr)			25,300.00	25,900.00	26,500.00	27,100.00
Hourly Rate			12.97	13.28	13.59	13.90

APPENDIX "B"

ADDITION OF CLERICAL TITLES AND SPECIFIC ADDITIONAL OR DIFFERENT LANGUAGE

1. Work hours: Other than number 2 below, all clerical personnel hours shall be 8 hours per day Monday thru Friday inclusive of a half hour unpaid lunch
2. Summer hours: Starting the Monday after graduation until the Friday before Labor Day, the clerical staff leave at 3pm with no loss of pay or use of accruals.
3. Lunch and breaks: Each clerical employee shall be entitled to one half hour of unpaid lunch and two (15) minute breaks. Subject to supervisor approval, the clerical employee may combine one or both breaks with their unpaid lunch. This language will be effective for all other members who entitled to breaks.
4. All other contractual benefits not previously afforded to them not discussed herein shall be effective 7/1/14.
5. Grandfather current clerical employees (i.e. those employed as of June 30, 2014) under health insurance and treat them as pre-04 employees.
6. Snow day coverage: Coverage for snow days shall be done a seniority rotating basis from 9am to 3pm with one clerical reporting to the business office.
7. Vacation roll over: Allow clerical employees to retain the current benefit of being allowed to roll over up to 10 vacation days as of 7/1/14 for 2014-2015 only. Effective June 30, 2015, clerical employees shall be subject to the same roll over language as other members.
8. School breaks: they work 9am-3pm and only one person has to be in the building by rotating seniority.
9. 2 clerical positions (one each for high school and the elementary school, ~~and business offices~~) will be assigned additional duties related to data record keeping and input related to business operations (e.g. payroll sheets). For performance of this extra duty, the individuals assigned will be have a work day of 8 ½ hour days inclusive of a half hour unpaid lunch, will be allotted a \$750 stipend, and shall be expected to work up to 10 days during recess periods of which all extra hours and days are compensated at their hourly rate; these new duties shall initially be posted and bid by seniority; if no bids, it shall be assigned by reverse seniority. The District reserves the right to alter the assignment if the duties are not being performed properly or if other operational issues arise requiring reassignment. In all cases, the above enhanced work day and compensation shall be associated directly with the extra duties and will cease if the duties are no longer being performed by an employee.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE BERNE-KNOX-WESTERLO CENTRAL SCHOOL DISTRICT
AND
CSEA**

WHEREAS, the Berne-Knox-Westerlo Central School District ("School District") and CSEA, Inc. For the Berne-Knox-Westerlo CSD Unit of Local 801 ("CSEA") are parties to a collective bargaining agreement for the period July 1, 2010 through June 30, 2019 ("Agreement"); and,

WHEREAS, pursuant to the Agreement, the School District makes available to the members of CSEA a health insurance program which includes prescription drug coverage; and,

WHEREAS, the School District wishes to make available to members of CSEA, on a voluntary basis, an additional option for prescription health coverage through CanaRx under the terms of this Memorandum of Agreement.

IT IS HEREBY AGREED:

1. CanaRx Services Inc. ("CanaRx") is a privately held Canadian Company which provides certain brand name maintenance medications at a uniform reduced cost to American residents. The advantages of participation in the program offered by CanaRx is reduced cost to both the employer and employee.

2. The School District wishes to offer CanaRx as a prescription resource available to members of CSEA on a voluntary basis. Members would participate in CanaRx in accordance with the requirements of CanaRx in terms of enrollment and any forms to be completed. Information regarding participation in the program will be made available to members by the School District. Any administrative costs associated with the program being made available shall be borne by the School District.


3. The offering of CanaRx by the School District shall in no way replace or alter the existing prescription benefit program provided to members pursuant to the Agreement and is offered "in addition to" not "in lieu of" that existing program. Members of CSEA may voluntarily choose to participate in CanaRx and shall continue to have the ability to use or return to the use of the prescription program offered under the Agreement at any time.

4. The parties agree that CanaRx may be offered as an alternative prescription program to members of the Association effective July 1, 2014.

5. The School District reserves the right to discontinue the offering of CanaRx at any time for any reason.

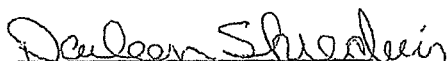
DATED: June 20, 2014

FOR THE SCHOOL DISTRICT:

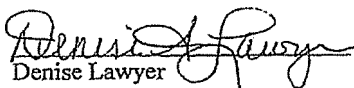


Lonnie Palmer
Interim Superintendent of Schools

FOR CSEA:



Local President



Denise Lawyer
CSEA, LRS