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**AGREEMENT BETWEEN**  
**THE SUPERINTENDENT OF SCHOOLS OF THE**  
**NEWARK CENTRAL SCHOOL DISTRICT**  
**AND**  
**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,**  
**LOCAL 1000, AFSCME, AFL-CIO,**  
**WAYNE COUNTY UNIT 9101, NEWARK SCHOOL**  
**JULY 1, 2013 - JUNE 30, 2017**

**Final**

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## ARTICLE I

### RECOGNITION

#### Section 1 - Recognition

The Superintendent hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Local 859, Newark Central School District Unit as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for all of the following personnel employed by the District: Clerical employees (except those in the district office), Cafeteria employees, Cleaners, Custodians, Maintenance employees, Building Maintenance Mechanics, Bus Drivers, Bus Mechanics and Head Bus Mechanic, specifically excluding supervisors and substitutes. Such recognition shall extend for the maximum period permitted by law.

#### Section 2 - Representation Rights

The CSEA shall have the exclusive right with respect to other employee organizations to represent employees in this bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act; under the terms and conditions of this Agreement: to designate its own representatives and to appear before any appropriate official of the Employer to affect such representations; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination.

#### Section 3 - Union Business

Employees covered by this agreement who are duly elected officers of the Union, officially appointed Stewards, or Grievance Representatives shall suffer no loss of pay for performing union business. It is understood that the aggregate of any union time used by the officials named above shall not exceed five days total per year and shall not conflict with use or granting of other paid leave.

#### Section 4 - Payroll Deduction of Dues

The District shall deduct from the wages or salary of employees, and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, to the extent possible consistent with payroll processing procedures of B.O.C.E.S., regular membership dues or other authorized regular deductions for those employees who have signed or delivered to the Superintendent authorization forms authorizing and directing such deduction(s). A copy of the agreed form of payroll deduction authorization is on file with the District Clerk. Commencing with the first full pay period in September (start of the school year) the employer will deduct CSEA dues for 21 or 26 consecutive pay periods, depending upon the employee's work year. No dues will be deducted after the 21st/26th pay period and dues deduction shall commence again on the start of the next school year for an additional 21/26 pay periods.

**Section 5 - CSEA Dues Rate**

The Association will certify to the Superintendent, in writing, the current rate of membership dues described in Section 2 above and the Association will give the Superintendent thirty (30) days' written notice prior to the effective date of any change in the rate of dues deduction and will further cause to be delivered to the Superintendent thirty (30) days prior to the effective date of any such change in the rate of dues deduction, payroll deduction authorization forms executed by all employees for whom dues are to be deducted at the changed rate.

**Section 6**

Nothing contained herein shall be construed to deny or restrict any party rights he or she may have under the codes, rules and regulations of the State of New York. The rights granted the parties hereunder shall be deemed to be in addition to those provided elsewhere.

**Section 7 - List of Employees**

On the effective date of this Agreement, the Superintendent or his designee shall supply to the President of the Unit a list of all employees in the bargaining unit showing the employee's full name, home address, job title and first date of employment. For those employees' who are also Union members, the employee's social security number shall also be shown.

**ARTICLE II**

**NEGOTIATION PROCEDURE**

**Section 1 - Request To Begin Negotiations**

A request for a meeting from the Association shall be addressed to the President of the Board of Education with a copy to the Superintendent of Schools. A request for a meeting from the Superintendent shall be addressed to the President of the Newark Central School Unit of the Wayne County Local of Civil Service Employees Association, Inc., with a copy to the Chairman of the Association's Negotiating Committee. A mutually convenient meeting date shall be set within two weeks following the next meeting of the Board of Education after the date of request.

**Section 2 - Negotiations Rules**

During negotiations, the Negotiating Committee for the Superintendent and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

It is agreed that the terms and conditions of employment provided in any agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and agree that negotiations will not be re-opened on an item whether contained herein or not during the life of the Agreement.

Neither party to any negotiations shall have any control over the selection of the representative of the other party and each party may select its representatives from within or outside of the

School District. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all requisite power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

### **Section 3 – Agreement Terms Control**

Any individual arrangement, agreement or contract between the Superintendent or Administration and an individual member of the Association, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, except that the Superintendent shall not be required to take any action which would constitute a breach of contract on his part. Any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

### **Section 4 – Contract Printing**

Copies of this Agreement shall be printed at the expense of the District and given to all employee members of the CSEA now employed or hereafter employed by the District as soon as possible after its execution, or employment if that occurs later.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

#### **Section 1**

The District reserves and retains unto itself the sole and exclusive rights to operate, administer, control and manage the District schools, and shall have the right, subject to the limitations imposed by the express written provisions of this Agreement, to direct and schedule all employees employed by the District who are covered by this Agreement, to hire, promote, transfer, assign, and to select and determine the number of employees; to suspend, discipline or discharge any employee for just cause; to relieve employees from duty and/or reduce the staff as the result of consolidation of schools or department, loss of enrollment, elimination of offerings, course or subject matter, or for any other reason; to maintain efficiency of the District schools and determine the methods, means and personnel by which the schools operations are to be conducted; to require that duties other than those normally assigned be performed; and to carry out, in addition, the ordinary and customary functions of management all without hindrance or interference by the Association.

#### **Section 2**

The District hereby retains and reserves all rights, powers, duties, authority and responsibility, conferred upon and invested in it by the laws and Constitution of the State of New York. The District rights hereby reserved are expressly reserved and shall not be subject to the grievance procedure, unless in the exercise of said rights the school violates any specific term or provision of this Agreement, the violation of which is subject to the grievance procedure.

### Section 3

It is expressly understood by and between the parties that failure to exercise any of the rights hereby stated and reserved or any other reserved right, or the partial exercise of such rights or powers, shall not be deemed to constitute a waiver of any of the rights specifically or otherwise reserved to the District pursuant to this Article or by law.

### Section 4

A Bus Driver will be given the same bus run as in the preceding school year, except for just cause.

## ARTICLE IV

### WAGES AND SALARIES

#### Section 1 – Definitions

- a. **Employee:** for purposes of this Agreement, the term “employee” shall mean all members of the unit represented by CSEA, described in Article 1.
- b. **Rate of Pay:** shall mean the hourly rate or salary paid to employees within the unit.

#### Section 2 - Wages and Salary

- a. **2013-14 School Year.**
  - i. Effective July 1, 2013, unless otherwise specified in this agreement all wages, including but not limited to hourly and annual rates, trip rates, longevity, and stipends will be increased by 2% over the rates paid for the 2012-13 school year.
  - ii. Starting rates (except for bus drivers) and all allowances (e.g. meal, uniform) shall remain unchanged.
  - iii. Each food service helper who returns to service for the 2013-14 school year will receive an increase in wages of 2% over the wage rate paid in the 2012-13 school year; and if there are unit members who receive an increase in wages due to the increase in the minimum wage rate to \$8.00 per hour as of December 31, 2013, then, those unit members will receive the minimum wage increase if it is higher than the 2% wage increase paid for the 2012-13 school year.
- b. **2014-15 School Year.**
  - i. Effective July 1, 2014, unless otherwise specified in this agreement all wages, including but not limited to hourly and annual rates, trip rates, longevity and stipends will be increased by 2% over the rates paid for the 2013-14 school year.

ii. Starting rates (except for bus drivers) and all allowances [e.g. meal, uniform] shall remain unchanged.

iii.-Each food service helper who returns to service for the 2014-15 school year will receive an increase in wages of 2% over the wage rate paid in the 2013-14 school year; and if there are unit members who receive an increase in wages due to the increase in the minimum wage rate to \$8.75 per hour as of December 31, 2014, then, those unit members will receive the minimum wage increase if it is higher than the 2% wage increase paid for the 2013-14 school year.

c. **2015-16 School Year**

i. Effective July 1, 2015, unless otherwise specified in this agreement, all wages, including but not limited to hourly and annual rates, trip rates, longevity and stipends will be increased by 2.4% over the rates paid for the 2014-15 school year.

ii. Starting rates (except bus drivers) will increase by 2.4% over the 2014-15 school year.

iii. Each food service helper who returns to service for the 2015-16 school year will receive an increase in wages of 2.4% over the wage rate paid in the 2014-15 school year; and if there are unit members who receive an increase in wages due to the increase in the minimum wage rate to \$9.00 per hour as of December 31, 2015, then, those unit members will receive the minimum wage increase if it is higher than the 2.4% wage increase paid for the 2014-15 school year.

iv. Meal Payments for Bus Drivers to be raised to \$6.50 per meal.

d. **2016-17 School Year.**

i. Effective July 1, 2016, unless otherwise specified in this agreement, all wages, including but not limited to hourly and annual rates will be increased by 2% over the rates paid for the 2015-16 school year.

ii. Starting rates (except bus drivers) will increase by 2% over the 2015-16 school year.

iii. Meal payments for Bus Drivers to be raised to \$7.00 per meal.

**Section 3 – Direct Deposit and Payroll Items**

All unit members' compensation shall be dispersed directly into member's financial institution account via direct deposit, except when the Association and the District agree to special circumstances shown in confidence merit temporary suspension of direct deposit for an



employee. Upon agreement between the Association President (or designee) and the Superintendent (or designee) to an exception, a date of expiration for that exception and a review for possible renewal, will be set based on circumstances. Notice of changes in banks, accounts, exceptions or payroll information must be received two weeks in advance of the pay date on which they are to be effective to avoid delays in receiving pay due to the necessity of making administrative arrangements with banks for deposits and such changes, and must include the routing and account numbers for the bank account (shown on check).

**Section 4 – Longevity Increments**

Effective July 1, 2007 (but not retroactively for prior increments or for prior years), longevity increments will be paid to full-time unit members (and to part-time unit members pro rata) on their anniversary dates according to the following schedule:

<b>Employees Completing:</b>	<b><u>2013-14</u></b>		<b><u>2014-15</u></b>		<b><u>2015-16</u></b>		<b><u>2016-17</u></b>	
	<b><u>Hourly</u></b>	<b><u>Salary</u></b>	<b><u>Hourly</u></b>	<b><u>Salary</u></b>	<b><u>Hourly</u></b>	<b><u>Salary</u></b>	<b><u>Hourly</u></b>	<b><u>Salary</u></b>
<b><u>5</u> years of service</b>	\$0.13 per hr.	\$248 per yr.	\$0.14 per hr.	\$253 per yr.	\$0.14 per hr.	\$259 per yr.	\$0.14 per hr.	\$264 per yr.
<b><u>10</u> years of service</b>	\$0.21 per hr.	\$308 per yr.	\$0.22 per hr.	\$314 per yr.	\$0.22 per hr.	\$322 per yr.	\$0.23 per hr.	\$328 per yr.
<b><u>15</u> years of service</b>	\$0.21 per hr.	\$308 per yr.	\$0.22 per hr.	\$314 per yr.	\$0.22 per hr.	\$322 per yr.	\$0.23 per hr.	\$328 per yr.
<b><u>20</u> years of service</b>	\$0.21 per hr.	\$308 per yr.	\$0.22 per hr.	\$314 per yr.	\$0.22 per hr.	\$322 per yr.	\$0.23 per hr.	\$328 per yr.

Example of Application of Contractual Longevity Pay

**Salaried Employees**

<b><u>Employees Completing</u></b>	<b><u>Effective Date</u></b>	<b><u>Total Annual Amount</u></b>
5 years of service	anniversary date, 2013-14	\$248.00
10 years of service	anniversary date, 2013-14	\$556.00
15 years of service	anniversary date, 2013-14	\$864.00
20 years of service	anniversary date, 2013-14	\$1,172.00

**Hourly Employees**

<b><u>Employees Completing</u></b>	<b><u>Effective Date</u></b>	<b><u>Total Annual Amount</u></b>
5 years of service	anniversary date, 2013-14	\$0.13/hour
10 years of service	anniversary date, 2013-14	\$0.34/hour
15 years of service	anniversary date, 2013-14	\$0.55/hour
20 years of service	anniversary date, 2013-14	\$0.76/hour

Employees receiving longevity increments during this contract, will be increased on their anniversary date.

**Section 5– Training/Coursework**

Employees covered by this agreement will receive a salary stipend of \$10.00 for each five (5) hours of training (in blocks of 5) for completing District approved training or coursework (for each training or course). Said training or course must be pre-approved by the Assistant Superintendent for Business or designee.

**ARTICLE V**

**BUS DRIVERS**

**Section 1 – Pay For Routes**

For purposes of this agreement, “out-of-District” routes will be defined as regularly scheduled round trips for the purpose of transporting students to or from destinations outside of the Newark Central School District, and “in-District” routes will be defined as regularly scheduled round trips for the purpose of transporting students to or from destination within the District’s boundaries. All routes will be paid on an hourly basis.

**Section 2 – Transfer From Run To Run**

It is understood that drivers transferring from run to run will carry their previously existing hourly rate to the runs to which they transfer.

**Section 3 – Post-Trip Inspection**

1. The District has communicated to drivers its expectations in regards to the “post-trip inspection” subject to confirmation or change by the Department of Transportation or other state regulation. The District communicated its understanding that current regulations provide that a post-trip inspection consists of recording any defects or conditions of which the driver has become aware since the pre-trip inspection, and does not require an additional comprehensive walk-around inspection.
2. The District will when practical assign a single bus to each driver to avoid these circumstances, and will add fifteen minutes additional paid time where drivers continue to be assigned multiple buses on the same day for regular runs to cover additional inspection time.
3. As of November 6, 2000, the union agrees to release any and all claims of all unit members in connection with health benefit coverage, wage rates for drivers and cafeteria workers, pre- and post-trip inspection and cleaning issues, and all existing matters or grievances related to the subjects of this Memorandum. The union expressly agreed that

the pre-trip and post-trip issues were resolved for the duration of the 1999-2001 contract under that contract's terms.

#### **Section 4 – Bus Cleaning**

The District also clarified with its Director of Transportation its expectations for the frequency and extent of the cleaning of buses, including outside washing and interior sweeping. Drivers must keep the dash, floors, windows and outside clean throughout the year and, at year end turn in a bus so cleaned and sufficient for DOT inspection. The Director of Transportation will list current DOT inspection requirements and provide the list to drivers as soon as practical but no later than February 1, 2001. (If NYS DOT regulations change, drivers will be notified.)

#### **Section 5 – New Routes and Changes in Existing Routes**

Drivers will be paid their existing hourly rates for their routes. When posting an opening for a new route, the District will estimate the route time. The driver and the Transportation Supervisor will jointly rate the new route after driver selection. The pay for that route will be set according to the resulting standard time rating. The rate of pay will be the then existing rate of pay for the driver assigned to the new run. If there is a material change in an existing route, such as a result of the assignment of fewer or more students, the driver and Transportation Supervisor will jointly re-rate the duration of the route. A material change will be a decrease or increase of .25 hours. On days on which all assigned passengers are absent from school, the driver is to report to the Transportation Office for reassignment during scheduled route times. Every effort would be made by the Transportation Office to reassign times that would not exceed the driver's regularly scheduled route times. In the event that reassignment results in additional work time, the driver will be compensated at his or her hourly rate.

#### **Section 6 – Canceled Routes**

The purpose of this memorandum is to clarify the operation of Article III, Section 4, and Article VI, Sections 8 and 9 of the current labor agreement, where a bus driver loses a bus run for which he or she is paid under Article IV, Section 4 because the run is cancelled.

In that setting, the parties have agreed that the driver to whom the cancelled route was assigned may promptly bump into the route paid under Article IV, Section 4 held by the most junior driver, for which the bumping driver will receive the established trip rate (plus any longevity, etc., to which he or she is otherwise entitled). The bumping driver must at the same time forfeit any other incidental temporary or hourly runs which conflict with the route into which he or she has bumped.

#### **Section 7 – Starting Rates**

The starting rate for all regular bus runs shall be \$11.85 per hour for the 2013-14 school year and go to \$12.05 per hour for the 2014-15 school year and go to \$12.35 per hour for the 2015-16 school year and go to \$12.65 for the 2016-17 school year. Any bus driver that is already employed by the District that is receiving less than the starting amount will be brought up to that amount so as not to be passed by the new rate.

## **Section 8 – Regular Bus Driver Computation of Annualized Wages**

Currently the wages of a regular bus driver are “annualized” based upon a calculation including 192 days of pay (including paid holidays, if qualified under Article XIII, section 5) x bus driver’s regular hourly rate of pay x the number of hours per workday established in the appointment of the bus driver.

## **Section 9 – Restrooms**

The District will provide access codes to the bus garage to drivers to use existing restrooms during all duty periods, subject to the security system being left unset, security breaches, or excess false alarms as a result.

## **Section 10 – Extra Trips**

a. Effective upon ratification and approval of this Agreement, beginning July 1, 2013, employees regularly employed by the District as bus drivers will receive \$15.31 per hour when working extra trips and for work above and beyond the bus driver’s regular route work such as assigned orientation/training runs.

Beginning July 1, 2014, employees regularly employed by the District as bus drivers will receive \$15.62 per hour when working extra trips and for work above and beyond the bus driver’s regular route work such as for assigned orientation/training runs.

Beginning July 1, 2015, employees regularly employed by the District as bus drivers will receive \$15.99 per hour when working extra trips and for work above and beyond the bus driver’s regular route work such as for assigned orientation/training run.

Beginning July 1, 2016, employees regularly employed by the District as bus drivers will receive \$16.31 per hour when working extra trips and for work above and beyond the bus driver’s regular route work such as for assigned orientation/training runs.

The District will make every effort to determine the expected length of trips. It is understood that trip time is estimated and that the number of hours paid will be based on “actual” time. Trips taken outside the District shall be paid for at least two (2) hours.

b. An allowance per meal shall be paid to drivers on extra trips provided the driver presents a receipt and is on duty with the bus according to the following schedule:

Lunch - prior to 11:30 AM until after 1:30 PM

Dinner - prior to 4:30 PM until after 6:30 PM

Lunch and dinner times will be extended ½ hour before the listed times of 11:30 am and 4:30 pm when a driver is coming directly off of another run to take an extra trip.

c. Drivers for assignment of extra runs:

Roster: All contracted drivers eligible for extra run assignments shall have their names listed on the rosters by seniority. These rosters shall be posted in the bus garage (with any run over 6 hours in length noted in a different color for easy identification). All extra runs originating on any given day (1) prior to 2:00 p.m, are considered daily trips and will be posted in the Blue Zone, (5) from 2:00 p.m. to 4:30 p.m. are considered midday trips and will be posted in the Red Zone, and (3) after 4:30 p.m. are considered night/weekend trips and will be posted in the Green Zone. All extra runs originating during the hours of 9:00 a.m. to 4:30 p.m. shall be assigned on a rotational basis from the day roster. Each extra run assignment will be posted by the Transportation Supervisor above the roster and any eligible driver requesting an assignment will sign his/her name. All trips will be posted in the order they are received by the Transportation Supervisor. If a driver fails to sign for the extra assignment it will be counted as a turn taken, provided, however, that the Transportation Supervisor may pass over up to two (2) names in the list because of the unique characteristics of the particular run. In such a case the driver(s) skipped will retain his/her position on the list. To the extent possible, efforts will be made to advise drivers of extra runs three (3) days in advance of the date of the run.

When an extra trip is cancelled, the Transportation Supervisor shall offer the driver the opportunity for replacement time. Replacement time guarantees a future trip having an equivalent number of hours (within an hour) to that of the cancelled trip. This may necessitate a skipping in the order of the roster. When replacement time occurs, the driver affected must sign a trip assignment sheet of equivalent hours within two (2) postings. If a driver is not able to take a trip within the two (2) postings, he may elect to take a trip of fewer hours. The trip of fewer hours must be the first trip posted after the second trip of equivalent time. If the driver fails to do either of these, he forfeits the replacement time.

Cancellation of Trips: If an extra trip has been cancelled and the Transportation Supervisor is unable to contact the affected driver before the driver's preparation for the run at the current telephone number which the driver must have on file at the bus garage for this purpose, the driver shall receive payment for one hour of service.

d. Use of Buses

When assigned to (extra-trips), drivers will be allowed to use the buses to which they are regularly assigned so long as the bus is in service and is of size and equipment appropriate to the off-contract run.

e. No Conflict in Extra and Regular Runs: It was agreed between the parties that, as is consistent with past practice, the assignment of extra runs according to Article IV, Section 3(c) may not conflict with a driver's regular run(s). Therefore, regardless of seniority or rotation list, a driver whose scheduled regular run(s) conflict with an available extra run is ineligible to perform the extra ran. A joint labor/management committee has been established to review this practice and the parties jointly may change the practice at any time as a result of the committee's recommendation.

f. Special Exception for Runs Over 6 Hours: Nevertheless, an employee regularly employed by the District as a bus driver places his or her name on a trip of 6 hours or

more and the rotation stops on their name, said driver will be awarded the extra trip. Provided that:

- No more than one driver will be allowed to come “off contract” at any given time.
- A driver will not be allowed to sign for a trip that takes him or her “off contract” when (s)he has an early dismissal scheduled, excluding the end of year exam schedule.
- Drivers also will not be allowed to sign for a trip that takes them “off contract” during the first 30 days of a NEW/DIFFERENT regular run.

When a driver is awarded an extra trip that conflicts with his or her regular run, the driver agrees to give up the a.m. and/or p.m. block of runs which are in conflict with the signed for trip (“blocks” are defined by runs that are consecutively matched). However, drivers will receive their contracted pay for the same number of regular hours given up by taking the extra run. For example, the driver gives up 2 hours from his or her regular run to drive a 6 hour extra trip; the driver is paid their contract hourly rate for 2 hours and the extra trip rate for the remaining 4 hours.

The District and the Union have agreed to refer the issues of replacement time to a Labor-Management Committee.

g. Bus Convoys: When five (5) or more buses are traveling together, one of the buses may be driven by a mechanic. It is also customary for the buses to stay together. When buses are at the same night function, return departure may be adjusted to allow traveling together.

### **Section 11 – Summer Employment**

All summer employment in the garage, excluding mechanic work, will be posted at the wage rate determined by the District. Any eligible driver may apply. Substitute mechanic work will be available only to drivers who are eligible and qualified as mechanics. Seniority will be used to decide employment.

### **Section 12 – Snow Days (Mechanics)**

In the event of a snow day, mechanics are not required to report for work.

### **Section 13 – Summer Postings**

The Director of Transportation shall notify all drivers in the event a run is posted during the summer months.

### **Section 14 – Fingerprinting Costs**

Effective July 1, 2015, any CSEA member who has paid for the cost of her/his fingerprinting will be reimbursed by the District upon showing proof of payment for the cost of fingerprinting

after the completion of their probationary period. This payment will be made in June and in December of each year.

### **Section 15 – Exclusivity of Student Transportation**

It is expressly agreed and understood that all transportation of students for routine school purposes whenever school vehicles are used will be performed *exclusively* by bargaining unit employees unless *no* unit employee expresses interest or is available at the time. These driving assignments will be awarded as is described in the bargaining agreement under Article IV, Section 3 Bus Drivers, Extra Trips paragraph c. Priority for driving assignments will be in the following order: Unit Contract Drivers 1<sup>st</sup>, Unit Mechanics 2<sup>nd</sup>, Unit employees approved as District Substitute Drivers 3<sup>rd</sup>, and then non-unit drivers. All non-conflict clauses currently in the collective bargaining agreement will remain in effect.

Nothing in this paragraph is meant to preclude a particular student group, when special circumstances [e.g. out-of-state trips, non-annual sports/academic/extracurricular events, etc.], come into play, from using private transportation when all or a significant portion of said transportation is privately funded.

Sharing of transportation with other schools for the purpose of transporting students to and from school or educational programs will be an exception to this agreement and will be permitted.

Whenever special circumstances arise whereby three (3) or fewer students require transportation to a special, one-time event, an exception to the exclusivity clause may be implemented after review by the district and the CSEA.

In situations in which the District shares transportation services with other School Districts or hires a motor coach operator [ e.g. for long trips requiring overnight assignment and/or out of State transportation], such sharing of those services will not be construed as a waiver of either the District's or the CSEA's rights relative to CSEA's existing transportation of students.

### **Section 16 – Driver Bi-Annual Testing**

Effective July 1, 2009, transportation and other unit employees responsible for transporting students covered by this agreement who are required to participate in bi-annual testing will be paid their normal hourly rate while performing such testing, rounded to the nearest quarter (¼) hour. If a unit member fails to pass said bi-annual testing upon their first attempt (applicable to all renewals), they will not receive any pay for any second or subsequent tests.

### **Section 17 – CDL Drug Testing**

Transportation employees covered by this agreement who are subject to Federal random drug and alcohol testing requirements will be paid their normal hourly rate while undergoing drug and alcohol testing, rounded to the nearest quarter (¼) hour. There will be no further compensation for any time worked as necessary to complete any follow-up testing or training resulting from an initial positive test result.

**Section 18 – Annual Physicals**

Transportation employees covered by this agreement who are subject to an Annual Physical will be paid their normal hourly rate while undergoing said physical (when supplied by the District) and their time will be rounded off to the nearest quarter (1/4) hour. This includes additional time for follow up requested by the school physician or nurse.

**Section 19 – Cameras**

The Union consents to the use of video cameras on all buses as soon as the use of such cameras is economically practical and the District, in its discretion, determines to use such cameras, so long as the president of the bargaining unit is notified at least sixty (60) days prior to installation of each camera.

**Section 20 – Substitute Pay**

Employees regularly employed by the District as bus drivers who substitute for other bus drivers will receive the lesser of the substitute rate of pay or the driver's regular rate for assigned orientation/training runs and substitute runs. It is understood that a driver will only be paid for one orientation/training run on a route they are assigned to drive as a substitute driver if subsequently so employed as a substitute driver on that run or removed from that substitute assignment by the District. All other employees and non-employees who drive as a substitute driver will continue to be paid the District's sub rate as it may be set from time to time by the Board of Education. The District shall continue to pay all employees who work as substitute bus drivers time and one-half of the applicable rate for any overtime hours worked as a substitute bus driver.

When a driver calls in sick or is otherwise unavailable, where practical the run will be split among other drivers rather than assigned to substitutes. In addition, all employees who have the required CDL and other qualifications may substitute on regular runs when mutually convenient for the District and the employee.

**Substitute Rate**

2013-2014	\$15.31
2014-2015	\$15.62
2015-2016	\$15.99
2016-2017	\$16.31



## ARTICLE VI

### SECRETARIAL/CLERICAL

#### Section 1

Clerical employees will be paid on an hourly basis, determined by dividing the current annual rate by 1950 hours less 66 summer hours and 20 Friday hours, or a total of 1864 hours. Such clerical employees will receive this hourly rate for any summer hours or half hours on Friday afternoons which are worked under the new contract, increased by whatever wage increases are negotiated for clerical employees. (If such hours exceed forty in that week or eight in that day, such employees would receive time and one-half under existing contract language.)

#### Section 2

Clerical employees hired prior to July 1, 1988 will be paid time and one-half their regular hourly rate for any hours they are asked to work, and do work, during school year recesses. The District has the right to use temporary employees for this purpose in lieu of employees hired prior to July 1, 1988.

Employees hired on or after July 1, 1988 will work such recesses as a part of their normal work year without additional compensation.

## ARTICLE VII

### CAFETERIA WORKERS

#### Section 1

Cafeteria employees who perform extra work, such as banquets, shall receive time and one-half times the regular hourly rate of pay for such hours of work. Cafeteria employees receive a paid thirty (30) minute lunch period. Cafeteria employees also receive lunch food and a beverage during the lunch period.

#### Section 2

Employees covered by this agreement who do not hold the title of "Head Cook" and are asked to act as such shall receive a stipend of not less than \$.25 cents per hour for each hour the employee performs these duties.

#### Section 3

Cafeteria employees shall receive a uniform allowance of \$200.00 each year of the Agreement. Such allowance shall be prorated for all newly hired employees according to the following schedules:

<u>Month Employed</u>	<u>Allowance</u>
July-September	\$200.00
October	\$180.00
November	\$160.00
December	\$140.00
January	\$120.00
February	\$100.00
March	\$ 80.00
April	\$ 60.00
May	\$ 40.00
June	\$ 20.00

#### **Section 4 – In Service Training**

Cafeteria employees, with prior approval from the Superintendent or his designee, may attend in service training sessions for cafeteria credit. If the approved sessions are held outside the district, the District will furnish a school vehicle or mileage for one car for each group of five (5) attending the conference. If the session requires the employee to be out of the District over the entire lunch period (11:30 AM through 1:30 PM) or dinner period (4:30 PM through 6:30 PM), the District will provide a meal allowance of \$6.00 (except where the meal is included in the conference cost).

### **ARTICLE VIII**

#### **SNOW AND EMERGENCY CONDITIONS**

##### **Section 1**

On up to one day each year when instruction is cancelled due to snow or an emergency closing except when hazardous driving conditions exist such as when the County roads in the District are closed by the appropriate authority or the District's property is not plowed (with the understanding that custodians must report and plow District property before the normal school hours), the District shall have discretion to declare that such a non-instructional day is to be a conference day. On such a declared conference day, those employees required to report shall be paid for hours worked. Those employees not required to report for work shall not be paid (except for work performed on days scheduled as make-up days for days missed). The District will prepare and circulate to employees by November 15 and thereafter as it changes, a list of the employees who would be required to report on conference day declared as provided above. Notice of the declaration of a conference day will be given with the school closing announcement on the official radio station and the existing "phone tree" will be notified. On other days, all employees otherwise scheduled to work shall be paid for snow days when school is closed, but the District shall have the discretion to require custodial employees to clean the buildings where school is closed after pupils have arrived at school, to perform appropriate

building checks where pupils have not arrived at school, and to attend to snowplowing or the handling of other similar emergency conditions.

## ARTICLE IX

### CUSTODIAL EMPLOYEES

#### Section 1

An asbestos-qualified custodian who is required to perform asbestos removal only as permitted under AHERA guidelines shall receive double-time his regular hourly rate for all such hours worked.

#### Section 2

A custodian required to check a building on Saturday and Sunday shall be paid time and one-half his regularly hourly rate for up to one hour; and double time such rate up to one hour on a contract holiday.

## ARTICLE X

### WORKDAY AND WORKWEEK

#### Section 1

The normal workday shall not exceed eight hours and the normal workweek shall not exceed forty hours. The secretarial/clerical workday shall normally be seven and one-half (7 1/2) working hours. In its discretion, the District may alter these hours, such as during the summer period.

#### Section 2 – Overtime

Hours worked in excess of eight hours per day and forty hours per week above stated shall be paid at the rate of one and one-half times the hourly rate for hourly paid employees, and one and one-half times the hourly rate for salaried employees.

For determining eligibility for overtime pay, holidays not worked shall be credited as days worked.

#### Section 3 - Timeclock

The District and the Association agree to the implementation of a timeclock system of the District's choosing, to be implemented when all components are installed within the district, and all concerns of the association addressed.

#### **Section 4 - Shift Changes**

Employees will be notified five (5) days in advance of routine or foreseeable changes in shift or workweek for a particular employee.

### **ARTICLE XI**

#### **JOB POSTING PROCEDURES**

##### **Section 1**

When a job vacancy or vacancies occur within the District (including regular bus runs), the employer will be responsible for mailing such job announcements to the building representative at least ten (10) calendar days prior to the day they are to be filled. Announcements of such vacancies shall contain the title of the position(s) to be filled, description of the work, hours of work and the number of work location of the vacancy(s). When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice thereof with the appointing authority in writing, provided however, that such notice must be filed within ten (10) days following the announcement of such vacancy(s).

##### **Section 2**

Any employee who fails to apply for a posted job as provided will be considered as having waived his rights, if any, in regards to filling of such job at that time.

##### **Section 3**

After the appropriate notices have been filed the seniority of applicants, in addition to other qualifications, will be considered in making the appointment.

##### **Section 4**

Any employee that leaves the employ of the District must give the District at least two weeks' written notice to facilitate the smooth transaction of responsibilities. ÷

### **ARTICLE XII**

#### **SENIORITY**

##### **Section 1 - Seniority**

Seniority is defined as length of continuous service, other than substitute service, with the employer. The parties have reviewed and agreed to (as indicated by their initials on the document), a table stating the incumbents' starting dates and seniority, which is hereby incorporated by reference herein.

## **Section 2 – Layoff and Recall**

Subject to the Civil Service Law, an employee's classification seniority shall determine the order to be followed in the event of a layoff. Employees with the least classification seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted seniority on his current title, the laid off employee may exercise his District-wide seniority to displace an employee with lesser seniority on other job titles that he had previously held. Recall shall be in the inverse order of layoff.

## **Section 3**

As used in this Article, the term "continuous service" includes only those periods when an employee is on the employer's active payroll and those periods when an employee is: (1) on leave of absence; (2) on layoff, or (3) absent from or unable to perform the duties of a position by reasons of disability due to occupational injury or disease.

## **Section 4**

An employee loses his seniority only when one or more of the following occurs: he resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him); he is discharged; he retires; he refuses a recall.

## **Section 5**

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointing, as the case may be, according to the official minutes of the Board of Education. ÷

## **Section 6**

This section applies only to layoff and recall and shall not be construed to affect termination of employment for any other reason.

# **ARTICLE XIII**

## **EMPLOYEE BENEFITS, LEAVES, HOLIDAYS, VACATIONS**

### **Section 1 - Retirement**

a. The District will provide the career retirement plan under Section 75g (and effective as soon following ratification of this Agreement as feasible, Section 75i), with the sick day conversion feature (Section 41-j) and death benefit provision (Section 60-b), in effect for the duration of this agreement.

b. Effective July 1, 2015, employees covered by this agreement, who at the time of retirement have accumulated Sick Leave accruals in excess of one hundred and sixty five (165) days, will be paid **\$50** for each day accumulated between one hundred and sixty

five (165) and two hundred and fifteen (215) days. Payment will be made as a lump sum payment in the employee's final supplemental pay. "Retirement" shall mean directly "from the District" with no break in service and when the unit member is eligible to collect service retirement benefits from the New York State Employees' Retirement System. Eligibility for this benefit shall be further defined by Article V, Section 1(b).

### **Section 2- Sick Days**

Paid sick days shall be allowed to employees as follows:

- a. Employees covered by this agreement will earn Sick Leave at a rate of one (1) day per month worked, credited at the beginning of the school year and prorated to the number of months worked per year, accumulative to a total of two hundred and fifteen (215) days. Employees using three (3) or more consecutive days of sick leave will be required to furnish a medical statement justifying the absence upon their return to work.
- b. Sick leave may be used either for personal illness, or for illness in the immediate family when the employee is needed to provide such care up to ten (10) days, except that under unusual and compelling circumstances the Superintendent or his designee may, at his discretion, grant up to three additional unused sick days for use in the case of illness in the immediate family. The term "immediate family" shall mean the employee's spouse, children, parents, brothers and sisters, brothers-in-law, sisters-in-law, or grandparents, and any relative who is a full-time resident of the household.
- c. The foregoing accumulative totals are not to be applied retroactively.
- d. Employees covered by this agreement who suffer a personal illness or injury will, at their request be placed on unpaid leave status after using ten (10) consecutive days of paid accruals, provided the employee has such accruals, when such illness or injury would otherwise make them eligible for paid leave and when such leave is supported by a statement from a physician justifying said absence.

### **Section 3 - Bereavement Days**

In the event of death in the immediate family, an employee may be granted to three (3) days of paid bereavement leave with prior supervisor approval. Up to two (2) additional paid bereavement days may be taken, with the approval of the employee's supervisor, out of the employee's sick leave credit.

For purposes of this Agreement, the term "immediate family" shall mean the employee's or spouse's parents, brothers and sisters, grandchildren, brothers-in-law, sisters-in-law, aunts and uncles, spouse, children or grandparents and any relative who is a full-time resident of the household.

### **Section 4 - Personal Business Days**

- a. Each employee shall have available three (3) full paid personal business days per year, non-cumulative. Under unusual and compelling circumstances the Superintendent

or his designee may, at his discretion, grant up to three additional personal business days. All employees except cafeteria workers may use these days in one-half increments. Unused personal business days will be added to the employee sick leave total at the end of each school year.

b. In order for a personal business day to be approved, it must be demonstrated that there is a need to transact business that cannot be conducted after school hours or that there exists other sufficiently compelling reason. All personal business days must have prior written approval by the Superintendent or his designee. In order for a personal business day to be approved, the employee must complete and sign the approved request form and submit it to his/her supervisor at least two (2) full school days in advance of the day requested, except in cases of extreme urgency. Employees covered by this agreement and eligible for Personal Leave will no longer be required to provide reasons for requesting such leave.

c. No more than two (2) employees in each of three groups (custodial, maintenance and clerical) will be allowed to take personal business days simultaneously. When school is in session, only one (1) head custodian will be allowed to be out on any given day on personal business without prior approval of the Superintendent or his designee. Only two bus drivers can take a personal business day on any given day. Two people in food service can take personal business days at the same time, provided they are in different buildings. In all cases of conflict, seniority will prevail.

d. Personal leave days will not be permitted on the day immediately preceding or the day following school or employee vacations or holidays, unless the following exceptions apply: ten (10) month unit members who are required to work on the day before Thanksgiving may use a personal day on that day, provided they have one available for use or employees covered by this agreement and eligible for Personal Leave may use such leave immediately prior or after paid holidays or vacation periods provided that the employee can demonstrate in advance that there is a need to conduct personal business which cannot reasonably be conducted at any other time.

#### **Section 5 - Paid Holidays for Cafeteria, Clerical, Custodian and Bus Driver Staff**

a. Employees regularly scheduled for at least 20 hours of work each week shall be eligible for the following paid holidays which fall in weeks in which the employee is scheduled to work:

1. Martin Luther King Day
2. Washington's Birthday or Lincoln's Birthday depending on the school calendar
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day and the day after

10. \*Christmas Day and the half day commencing at noon on December 24
11. \*New Years Day and the half day commencing at noon on December 31

\*If the holiday falls on Saturday, the half-day will be Thursday at noon and the full day on Friday. If the holiday falls on Sunday, the half-day will be Friday at noon and the full day on Monday. Employees eligible for paid holidays may opt to combine the half-day of December 24 and the half-day of December 31 as long as the needs of the building have been met.

- b. If a holiday falls on a Saturday or Sunday, the employee will be granted Friday or Monday off unless there are professional staff members on duty within school facilities.
- c. An employee who is required to work on a holiday shall receive double time his regular hourly rate for all such hours worked.

### **Section 6 - Jury Duty**

Employees called to serve and actually serving Grand or Petit Jury duty shall display to the employer the amount of their jury stipend and be paid the balance of their regular hourly or salary rate for the time served on jury duty. In no event shall an employee be eligible for pay where he or she receives a sum in excess of his regular daily pay.

### **Section 7 – Unpaid Leave**

- a. A one month unpaid leave may, at the Superintendent's discretion, be granted by the District, after statement of the specific reason for the leave is made by the applicant.
- b. Application to the Board may be made by an employee for an unpaid leave of absence of up to two (2) years in duration for reason of sickness, child-rearing, family illness or other personal reasons deemed satisfactory by the Board.
- c. The Family and Medical Leave Act and its regulations are adopted with all the employee and employer rights, options, and obligations stated therein, and leave there provided is not in addition to paid or unpaid leave under this Agreement.

### **Section 8 – Vacation Schedule**

- a. Paid vacations shall be available on the following conditions to twelve (12) month employees of the District:

Ten (10) days after one (1) year's service;  
Fifteen (15) days after five (5) year's service;  
Seventeen (17) days after fifteen (15) year's service; and  
Twenty (20) days after twenty (20) year's service.

- b. Vacation time may be accumulated, after one month's notice to the Superintendent of Schools or his designee, for the following year for a total of up to ten (10) vacation days to be carried forward. In no event shall accumulation be permitted by



the Superintendent or his designee when in his judgment, the efficient operation of the District would be unduly jeopardized by a particular application or applications.

The Superintendent or his designee has discretion to approve a carryover to the following year of up to ten additional days where, in his or his designee's judgment, such carryover will have no adverse impact on the District's efficient operations and the employee has compelling mitigating circumstances for failure to use and to carry over such vacation time.

c. All employee vacation schedules are subject to prior approval by the Superintendent of Schools or his designee.

d. Employees will be notified of their total accumulated vacation and sick days, computed as of June 30, of prior year, enclosed in their first paycheck.

## ARTICLE XIV

### Health Insurance Program

a. The District shall offer unit members regularly working at least 20 hours each week health care coverage equivalent to that provided under the non-Monroe County Municipal School District programs, among others.

b. For the 2013-14 and 2014-15 school years, the parties agree to continue with the language that applied to employee contribution that was in effect during the 2011-13 Agreement.

c. **Base Plan.** Effective July 1, 2015, the base health care plan (for all unit employees appointed prior to July 1, 2015) is the Blue Point 2 Value (\$20 copay) with three (3) tiered (\$0 generic/\$30 second tier/\$50 third tier) prescription drug coverage. A unit employee may select an optional plan and if the cost of the selected plan is greater than the base plan, then the unit member shall pay any amount due for the cost of the health care that is greater than the employer's contribution to the base plan. If the cost of the optional plan is less than the cost of the base plan, then the District shall pay its contribution equal to 85% of the base plan and the unit member will pay the difference. In no case will the District pay more than the total cost of the health care plan chosen by the unit member

d. **Contribution Rates.** Effective July 1, 2015, the District will pay 85% of the cost of the base health care plan premium cost for appropriate coverage (e.g. family, single, two-person, etc.) of the Finger Lakes Area School Healthcare Plan (FLASHP) for each full-time unit employee who enrolls in the base health care plan.

e. **New Hires / New Base Plan.** Any unit member appointed on and after July 1, 2015 shall enroll in the Healthy Blue \$30 plan with \$5/35/70 prescription drug plan and the rate of employer and employee contribution shall be 85% employer paid and 15%

employee paid. The employee portion of the payment shall be by payroll deductions. A unit employee may opt for another health care plan and if the cost of the plan is more than the District has agreed to pay for the new base plan, the unit employee must pay the difference through payroll deductions. If the cost of the optional plan is less than Healthy Blue \$30 plan, then the District shall pay its contribution equal to 85% of the Healthy Blue \$30 plan and the unit member will pay the difference. In no case will the District pay more than the total cost of the health care plan chosen by the unit member.

f. Eligible Retiree Health Care. Upon retirement, the District will contribute toward the cost of health coverage for current employees hired prior to July 1, 1988, who retire at the normal retirement age while in the District's service under the New York State Employees' Retirement Plan with at least ten years of continuous service with the District, at the contribution level in effect at the time the employee retires, with the understanding that the District is required to contribute only toward the cost of the "wrap up" coverage (over and above that provided by Medicare) for such retirees after age 65.

Employees hired on or after July 1, 1988 must have at least 20 years of full-time, or 25 years of part-time, continuous service in order to be eligible under this paragraph.

g. Any unit member appointed on or after July 1, 2015 will be eligible for this retiree health care benefit up to the point in time when the former unit member becomes "Medicare eligible" at which time the retiree health care benefit paid for by the District will be payable on behalf of the retired employee and not payable on behalf of the spouse, if any, of retired employee.

The spouse of the retiree may remain in the group health care plan offered by the District at and beyond the time the retiree becomes "Medicare eligible", however the spouse must pay the entire cost of any supplemental health care plan in which she/he enrolls.

If the retired employee predeceases his/her spouse, the spouse may continue to purchase group health insurance through a plan offered by the District; however the spouse must pay the entire cost of any supplemental health care plan in which he/she enrolls.

h. For eligible retirees whose effective retirement date is on or after July 1, 2010, the rate the employer and unit employee contribution (former unit employee) is to be the rate of contribution as an active employee in effect at the time of retirement.

i. Insurance Plan Review- Upon written request of either the Newark CSD or the CSEA, the Parties will meet and confer regarding Insurance Plans (i.e. Dental) only. The Parties will review the Insurance Plan(s) currently in effect and compare said plan(s) with other options that may be available. These discussions will be non-binding upon the Parties.

j. Effective July 1, 2015, the Association and the District agree to offer unit members an opportunity to enroll in the following additional plans:

- Blue Point 2 Select (\$15 copay), with \$10/20/35 prescription drug plan;
- Healthy Blue \$15-0 Plan, with \$5/25/50 prescription drug plan;

- Healthy Blue \$30-0 Plan, with \$5/35/70 prescription drug plan;
  - Healthy Blue High Deductible “50” Plan. If the unit member enrolls in the Healthy Blue High Deductible “50” Plan beginning in July, the member will receive a pro-rated contribution of the Health Savings Account (HSA) for the period July – December of that year. The District has agreed to pay up to that amount contributed to the base plan; however, it will pay no more than 95% of the Healthy Blue High Deductible “50” plan premium in order to stress the point that each unit member must contribute toward the cost of health care.
- k. In the case of a future negotiated wage freeze for all unit members, it is agreed that the annual premium share percentage increase will not be implemented for the duration of the freeze.
- l. If any future bargaining agreement expires prior to the successful negotiation of a successor agreement, no additional employee share of the health insurance premiums, as dictated by this contract section, will be levied until such time that a successor contract is reached. Once the successor contract is then reached, any additional employee share of the health insurance premium that would have otherwise been due, as dictated by this section of the contract, will be calculated and implemented, with any retroactive premiums due collected in one lump sum through a payroll deduction, or as otherwise negotiated.
- m. Plan Discontinued. If there comes a time when the FLASHP consortium or Excellus discontinues one of the health care plans that is offered for enrollment, the parties shall, upon the request of the other party, promptly meet and begin the process of negotiations in an attempt to find a mutually acceptable plan to replace the discontinued plan or a negotiated agreement to resolve the loss of a health care plan. The parties understand that any replacement plan will not likely be identical in terms of the benefits and limitations set out in the plan.
- If the parties cannot agree on a plan or a course of action to resolve the issues associated with the loss of a health care plan, either party may declare impasse on this issue and seek assistance from the NYS PERB, or, in the alternative, the parties may then agree on the selection of an outside mediator or facilitator to help the parties reach agreement on the issues involved the loss of a health care plan. The cost of any outside mediator or facilitator is to be split 50%/50% by the parties.
- n. The District will pay the administrative costs for a flexible benefits plan that allows employees to defer compensation to pay their contribution toward health insurance premiums and other expenses allowed under the Internal Revenue Code on a pre-tax basis to the extent allowable by law.
- o. Effective July 1, 2015 or upon approval of this Agreement, whichever is later, the District will provide an annual payment to a health reimbursement arrangement to each full-time unit member who is enrolled in one of the health care plans offered by the

District, except for the Healthy Blue High Deductible \$1300/2600 Plan for which no HRA will be provided. The amount of this HRA is to be \$500 per year.

The HRA shall be in full compliance with the Affordable Care Act and with the Internal Revenue Code and the revenue regulations. If the HRA is not in full compliance with the ACA or the IRC, the District will implement changes to the HRA to bring it within full compliance.

If there is money that remains in the HRA at the end of the plan year, this money “rolls over” into the next plan year.

If at the time of retirement there is money that remains in the HRA, a retired unit member may spend down this money in the HRA until it is exhausted.

p. If an employee and that employee’s spouse are eligible for District coverage and do not have any eligible dependents, the employee and the spouse will each be provided with individual coverage. If both the employee, and the employee’s spouse are employed by the District, one of the two may elect in writing family plan coverage if they have an eligible dependent, and otherwise they shall each be provided with single coverage.

q. If an employee’s spouse receives family health insurance coverage from the spouse’s employer, the employee shall not be eligible for family coverage, but may still elect in writing to continue single coverage. Should the employee’s spouse become ineligible for health coverage, the employee may subscribe to the District’s plan as provided above. In this event, the employee’s family will become eligible for benefits by the first day of the month following written request to the District Office and completion of all necessary application forms.

r. If a sufficient number of enrolled employees so elect annually to result in a net cost reduction to the District (after accounting for all costs to the District including the buy-out payments), those employees otherwise eligible for health insurance coverage by the District who withdraw and waive such coverage will receive a payment of \$630.00 annually. Payment is conditional upon proof of coverage through another source, and the annual amount shall be paid in two equal installments at the end of six months and twelve months without District coverage. However, employees with relatives or dependents who are also employed by the district may not receive such payment while covered by the District by virtue of their relative’s or dependent’s employment by the District, and only one of the employees is eligible for this payment in lieu of the District’s health care coverage of them both.

Payment of the “buy-out” will only be made if the unit employee produces proof of health care coverage which may include but is not limited to copies of insurance cards listing the employee and dependents by name, letters from a health insurance provider verifying coverage or by any other reasonable verification that the unit employee has health care from a source other than the District; and the unit employee must file with the District, a signed waiver form (form is attached) stating the she/he has such other coverage.

Each subsequent year, the unit employee must make an election so as to notify the District of her/his intention with regard to participation in the health care program of the District. This election to opt out will continue to operate from year to year unless the unit employee notifies the District during an "open enrollment period" that she/he wishes to enroll in a healthcare plan.

The annual payment shall be paid in two (2) installments at the end of six (6) months (in December) and twelve (12) months (in June) without District coverage.

s. A copy of the current Non-Monroe County Municipal School District Plan which governs the benefits provided under this section will be provided to each employee and will be available for review upon reasonable notice at the District Office.

t. Drivers employed at the time of conversion from trip rates to hourly rates and who drive four or more runs per day, regardless of the length of the runs, will be "grandfathered" as to eligibility for health insurance coverage, with the understanding that all drivers who were employed at the time of conversion from trip to hourly rates who remained employed by the District, and who drive four regular routes, will continue to be eligible for benefits (to the extent otherwise provided by the contract, as it may be revised from time to time). This agreement includes out-of-district runs which were previously converted to hourly rates, but does not include certain runs if designated as not qualifying for benefits. It is expressly understood that this agreement means if a currently employed driver is assigned to runs for which the aggregate hours dip below four hours, the driver could retain eligibility (to the extent otherwise eligible under the contract) for benefits. However, if a driver voluntarily moves to different runs which in aggregate are less than four hours, the driver would not be eligible for benefits. As currently provided by the contract, the District retains the discretion to delete, add or modify runs.

u. Dental Plan. Beginning in July 1, 2015, the District will offer a Dental Plan to the unit members. The cost of this plan and any ancillary fees will be paid 100% by the employees that elect to join the dental plan. There will be no cost to the District for this plan. If, in the future, the parties look for a new dental plan, the District agrees to consult with the CSEA and to obtain information of any dental plans sponsored by the CSEA at that time.

## ARTICLE XV

### DISCIPLINARY PROCEDURES

#### Section 1

Non-probationary employees covered by this Agreement shall be subject to discipline, including discharge, only for just cause. A written notice of any disciplinary warning shall be made, with copies provided to the affected employee and the Union. Non-probationary employees covered by this Agreement who are disciplined or discharged, and the Union, will be provided with written notice of the disciplinary action and the basis for such action at the time or times when the action is taken.

## **Section 2**

Any, disciplinary action taken with respect to a non-probationary employee shall be subject to the grievance procedure provided in Article VII. A grievance, signed and in writing, over a suspension or discharge may be filed beginning at Step 3 of the grievance procedure within fifteen (15) working days after such disciplinary action.

## **Section 3**

Any employee absent from work without authorization for five or more consecutive workdays shall be deemed to have resigned from his/her position if he/she has not provided a satisfactory explanation to the Superintendent or his designee for such absence on or before the fifth workday following commencement of such unauthorized absence, and the District will send by certified mail a notice of termination effective two days after its mailing. However, an employee will not be terminated for such absence without authorization if the employee shows compelling reason for the failure to notify the District of the absence and obtain authorization (such as hospitalization in circumstances in which the employee was unable to provide such notice and obtain authorization). The District will notify the local CSEA President of the unauthorized absence and the pending dismissal action against the employee. In all cases where it is recommended that the employee's job be declared abandoned, the Board of Education will review the evidence before making its decision. The decision of the Board will be final.

## **Section 4**

Nothing in this Article shall prevent the District from treating absence from work without authorization as just cause for reasonable disciplinary action.

# **ARTICLE XVI**

## **GRIEVANCE PROCEDURE**

### **Section 1- Declaration of Policy**

a. It is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, and at the lowest possible administrative level, as they arise and to assure equitable and proper treatment of employees. At every stage of these procedures, the grievant shall be entitled to representation. The provisions of these procedures shall be construed for the accomplishment of this purpose.

### **Section 2 – Definitions**

- a. A "grievance" is any claim of violation of the terms of this Agreement.
- b. An "employee" is any employee covered by this Agreement.
- c. An "aggrieved party" or "grievant" is any employee, or a group of employees who file a grievance or on whose behalf it is prosecuted by the Association.

### **Section 3 Procedures**

**Stage I:** The Grievant will discuss the matter with his/her immediate supervisor in an effort to resolve the matter informally. Thereafter, the aggrieved party shall present his grievance signed and in writing, within fifteen (15) school days of the occurrence or the event giving rise to the grievance, or the date on which the event should reasonably have been known to the grievant. The grievance shall identify the aggrieved party, the provision of the Agreement, the time when and place where the alleged events or condition constituting the grievance exists or occurred, and, if known, the identity of the person responsible for causing such events or condition, and a general statement of the grievance and redress sought by the aggrieved party.

The supervisor, or his representative, will meet with the grievant and/or his representative within five school days after receipt of the written grievance. The supervisor will deliver his written findings and determination within five school days after his/her meeting with the grievant, mailing or delivering a copy to the association president.

**Stage II:** If such a grievance is not resolved by Stage I, the aggrieved party may appeal in writing to the Superintendent within five (5) school days of his receipt of the Supervisor's decision. The Superintendent, or his representative, shall meet with the aggrieved party and/or his representative within five (5) school days of the receipt of the appeal. The Superintendent shall deliver his written findings and determination within five (5) school days after his meeting with the grievant, mailing or delivering a copy to the Association President.

**Stage III:** The grievant may, within five (5) school days after his receipt of the Superintendent's written decision, file his written notice of appeal with the President of the Board of Education and the Superintendent. The Board of Education shall hold a hearing within ten (10) school days thereafter and shall deliver its written decision within five (5) school days of the hearing.

**Stage IV:** In the event that the Board elects not to review the grievance at Stage III or if the Association or the Grievant is not satisfied with the Board determination at Stage III, the Association or the Board may elect arbitration. Such requests shall be made in writing and be made within five (5) school days of the decision received in Stage III. Within five (5) school days of the request for arbitration, the parties shall meet to agree upon an arbitrator. If no arbitrator is mutually acceptable, a request shall be made to the Public Employment Relations Board ("PERB") for a panel of seven (7) arbitrators from which the Association and the Superintendent or his designee shall alternately cross off one name until only one name remains, and such person shall be the arbitrator. Either party shall have the right to reject one panel within five (5) calendar days of receipt thereof by notice to the other party. The arbitrator chosen shall hold a hearing and determine the matter in accordance with the rules of the PERB and his award shall be binding on both parties. The costs of such arbitration shall be borne equally by the Board and the Association.

### **Section 4 - Basic Principles**

- a. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

b. At any step of the grievance procedure, upon mutual agreement of the parties, the grievance may be passed to the next step by the grievant within five (5) school days.

c. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.

d. Grievance proceedings shall be scheduled at times mutually agreeable to all parties.

e. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

### **Section 5- Representation**

The parties acknowledge the obligations of Civil Service Law Section 75 to allow union representation during disciplinary investigations, not subject to the grievance and arbitration procedure because violations of such sections are subject to enforcement by existing law and evidentiary rulings of arbitrators, and the requirements of a written waiver if the employee should decline union representation, a copy of which will be furnished to the CSEA unit president.

As a guidance statement only for the imposition of penalties in disciplinary actions, a penalty generally should not be imposed on an employee before the employee, with his or her union representative (if representation is desired), is provided an opportunity to present his/her defense to the Superintendent or his designee at Step 2 of the Grievance procedure except when other circumstances make this impractical, such as when the end of the school year, the employee's term of employment, or a benefit or condition of employment, is nearing an end, making a penalty moot or difficult to assess.

Nothing in this section waives the affected employee's or CSEA's rights to the grievance and arbitration procedures outlined in the collective bargaining agreement between the CSEA and the Newark Central School District.

## **ARTICLE XVII**

### **PERSONNEL FOLDER**

An employee shall have the opportunity to review his/her personal history file in the presence of the Superintendent or his designee upon fifteen (15) days notice, and to place in such a file a response.



**ARTICLE XVIII**

**SAVINGS CLAUSE**

**Section 1**

If any Article or part thereof contained in this Agreement, or any addition thereto, shall be decided to be in violation of any Federal, State or Local Law; or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

**Section 2**

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement if any, for such Article or part thereof.

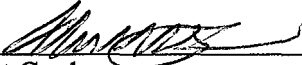
**ARTICLE XIX**

**DURATION OF AGREEMENT**

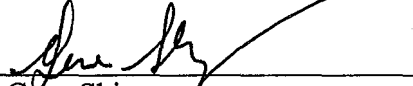
This Agreement shall be in effect for the period from July 1, 2013 through June 30, 2017. Notice must be given by one party to the other party on or before February 1st of each year if negotiations are to be held for the following year's contract. Upon request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 school days thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24 day of August, 2015.

SUPERINTENDENT OF SCHOOLS  
NEWARK CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
Matt Cook  
Superintendent of Schools

PRESIDENT, CSEA, Inc. Unit 9101  
NEWARK CSD

  
\_\_\_\_\_  
Gene Shippers  
CSEA Unit President

CSEA, INC., LABOR RELATIONS  
SPECIALIST

  
\_\_\_\_\_  
Scott Seltzer

**APPENDIX A**

**STIPENDS**

The following additional salary stipends will be paid to unit members who hold the following titles:

<b><u>TITLE</u></b>	<b><u>2013-14 (2%)</u></b>	<b><u>2014-15 (2%)</u></b>	<b><u>2015-16 (2.4%)</u></b>	<b><u>2016-17 (2%)</u></b>
Maintenance	\$1,331	\$1,358	\$1,390	\$1,418
Head Custodian, Elementary, Middle School and High School	\$1,111	\$1,133	\$1,160	\$1,183
Locksmith	\$1,331	\$1,358	\$1,390	\$1,418
High School Night Custodian in Charge	\$1,111	\$1,133	\$1,160	\$1,183
Middle School Night Custodian in Charge	\$516	\$526	\$539	\$550
Food Service Worker in Charge	\$1.55	\$1.58	\$1.62	\$1.65

