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#### **Contract Database Metadata Elements**

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# **AGREEMENT**

BETWEEN THE

**JEFFERSON CENTRAL SCHOOL DISTRICT**

AND THE

**JEFFERSON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**July 1, 2013-June 30, 2016**

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## **ARTICLE I – PREAMBLE**

In order to put into effect the provisions of Chapter 392 of the Laws of 1967 of the Public Employees' Fair Employment Act, to encourage harmonious working relationships between the Jefferson Central School Board of Education (hereafter referred to as the "Board") and the Jefferson Educational Support Personnel Association (hereafter referred to as the J.E.S.P.), this Agreement is made and entered into between the Board and the J.E.S.P.

## **ARTICLE II – RECOGNITION**

The Board of Education of the Jefferson Central School District hereby recognizes the Jefferson Educational Support Personnel Association as the exclusive representative of a bargaining unit composed of all licensed teaching assistants and non-instructional support staff personnel except the confidential secretary to the Superintendent, the main office secretary, the district treasurer, the assistant to the District treasurer, and substitute employees temporarily filling the position of a permanent non-instructional employee. Such exclusive representation status will continue until the J.E.S.P. is successfully challenged pursuant to Section 201 of the Rules and Regulations of the Public Employment Relations Board.

## **ARTICLE III – GENERAL PROVISIONS**

Except by mutual agreement, the Board and Association must have their first meeting for negotiations not later than March 15 of the year in which the contract expires. Nothing shall appear in the newspapers until impasse or settlement is reached.

## **ARTICLE IV – MAINTENANCE OF STANDARDS**

### **Section 1 –**

The employer agrees not to diminish or impair any benefit or privilege provided by law, rule, regulation, or past practice during the term of this Agreement without negotiation with the Association.

### **Section 2 –**

In the event of a change in any statute which would amend or modify any provision of the Agreement, or other terms and conditions of employment, the parties hereby agree to meet for the purpose of negotiating those provisions affected by said change.

## **ARTICLE V – TAYLOR LAW REQUIREMENT**

Pursuant to Section 204-a of the *Public Employees Fair Employment Act*, 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 VI – JUST CAUSE**

No employee will be disciplined or discharged except for just cause.

**ARTICLE VII – ASSOCIATION DAYS**

The Jefferson Educational Support Personnel Association shall receive five (5) paid Association days for its representatives to attend conferences, conventions, Lobby Day, and other meetings of NYSUT. Leave days shall be requested using the district’s conference request form and shall require review and approval of the association’s president in addition to district approval. Absence shall be documented using the district’s attendance form.

**ARTICLE VIII – JURY DUTY**

Any employee called for Jury Duty shall be paid their normal rate of pay by the District while serving on Jury Duty with no loss of time. The employee shall reimburse the District any remuneration, less mileage and meal allowance, received for Jury Duty. The employee shall notify the District daily regarding attendance requirements.

**ARTICLE IX – DEFINITION OF FULL TIME EMPLOYMENT**

For all provisions of this contract, the following definitions shall be used to determine an employee’s full time status with our district.

12 month staff	260 days @ 8 hours per day
10 month Aides/LTA’s	180 days @ 7 hours per day
10 month cafeteria staff	180 days @ 5 ½ or 6 ½ hours per day (depending on assignment)
10 month drivers	180 days; (1) AM and (1) PM run daily (regularly scheduled runs)

All 12-month staff and 10-month instructional and cafeteria staff hired on or after July 1, 2013 who fulfill the full-time employment definition are eligible for health insurance benefits as detailed in Article XIV of this contract.

All 10-month drivers hired on or after July 1, 2013 who fulfill the full-time employment definition are eligible for reduced health insurance benefits as detailed in Article XIV of this contract.

Aides and LTA’s are expected to work on days teachers are assigned to school. Bus drivers and cafeteria personnel are expected to work on days students are expected to attend school.

If necessary, drivers and cafeteria personnel may be required to work when school is not in session. When this is necessary, staff shall be compensated at their hourly rate or per-diem wage.

## **ARTICLE X – PAID AND UNPAID LEAVE**

### **Section 1: Sick Leave Bank**

Sick Leave Bank will be established and operated by the following regulations:

1. There will be a Board of Directors in charge of executing all business of the Sick Leave Bank.
2. The Board of Directors will consist of two (2) members of the Association, one (1) Board member and one (1) administrator.
3. Association members who choose to participate must join the Sick Leave Bank by September 30 or by special permission of the Board of Directors. New unit members may join within thirty (30) days of initial employment.
4. Voluntary deposits of two (2) days from each Association member's sick leave will be deducted as they enter the Sick Leave Bank. One (1) day per year will be deducted from the Association member's sick leave until the Sick Leave Bank has a maximum of two hundred (200) days, except as mentioned in number 5 below.
5. If the Sick Leave Bank reaches two hundred (200) days, no Association member who has been a member of the Sick Leave Bank for five (5) years or more shall contribute any more days unless the Sick Leave Bank falls below one hundred fifty (150) days at which time all members will contribute. New members will continue to contribute sick leave days even if the Sick Leave Bank is at two hundred (200) days until they have been members for five (5) years.
6. Any Association member leaving the District will forfeit any days he/she has contributed. If a member of the Sick Leave Bank decides to stop participating, any days contributed shall be forfeited.
7. The Sick Leave Bank will be restricted to illness or injury requiring medical attention and/or hospital care.
8. The Sick Leave Bank will not apply to the situation where Worker's Compensation is applicable.
9. Participating members may only borrow days after their own sick leave time has been depleted.
10. Applications for use of sick days should be submitted as soon as the need becomes apparent, and be signed by the Association member. The application must be accompanied by a Doctor's statement. The Board of Directors may request verification of need for Sick Leave Bank days through its own School Physician.
11. The Board of Directors must reach a decision on a member's application within ten (10) days. All decisions are final.

12. A Sick Leave Bank member may borrow a maximum of sixty (60) days in any one (1) school year (July 1 through June 30). Until such time that the Sick Leave Bank has reached one hundred fifty (150) days, the maximum withdrawal may be limited to twenty-five percent (25%) of the number of days in the Sick Leave Bank.
13. An individual whose illness extends into a second (2<sup>nd</sup>) year must reapply to the Sick Leave Bank, as per number 12 above – only sixty (60) days in any one (1) school year.
14. All days that remain in the Sick Leave Bank at the end of the year will be carried over into the following school year.
15. Any changes in the rules must be jointly agreed upon by the Association and the Board of Education after submission by the Sick Leave Bank Board of Directors.
16. The Association shall maintain Sick Leave Bank totals and furnish a report to the Superintendent of Schools upon his/her request. An accounting of the number of days in the Sick Leave Bank will be conducted jointly by the Association and the District by July 31 of each year.

## **Section 2: Sick Leave**

Sick leave shall be granted as follows:

Twelve (12) month employees – shall be credited with fifteen (15) days of paid sick leave on July 1<sup>st</sup> of each year.

Ten (10) month employees – shall be credited with twelve (12) days of paid sick leave on September 1<sup>st</sup> of each year.

The Superintendent of Schools at his/her discretion may grant days to Association members prior to their accrual.

Up to ten (10) family sickness days are inclusive in the twelve (12) and fifteen (15) days of sick leave.

Family sick days may be used due to illness of a unit member's immediate family. Immediate family shall mean: spouse, parents, children, siblings, grandparents, grandchildren or other persons living in the employee's household for whom the employee is directly responsible for providing care.

## **Section 3: Personal Leave**

Employees shall be granted four (4) days of paid leave each year to be used for personal absence.

The Superintendent may deny a request for personal leave only when the employee's attendance is required to maintain minimum staffing levels to ensure program continuity.

Whenever possible, requests for personal leave shall be submitted two (2) days in advance, in writing, on an approved form. In the event the absence is of an emergency nature that would prohibit filing of a form, the employee shall contact his/her supervisor to report the absence and submit the necessary paperwork upon his/her return to work.

Unused personal leave shall be converted to sick leave at the end of each year.

#### **Section 4: Bereavement Leave**

Personnel will be granted three (3) bereavement days for death in the family (spouse, children, parents, siblings, grandparents, grandchildren, or other persons living in the employee's household for whom the employee is directly responsible for providing care). If more days are required, they may be granted by the employer and deducted from sick days.

#### **Section 5: Leave of Absence**

Subject to the approval of the Board of Education and upon written notification to the employer ninety (90) days in advance, in non-emergency situations, an employee shall be allowed to take a leave of absence without pay or other economic benefit for a period of up to two (2) years. Upon return to duty, all rights and privileges accumulated at the time of the leave will be restored to the employee. The employee must notify the District, in writing, of their intent to return at least sixty (60) days prior to the end of the leave. If said leave is less than one (1) year, thirty (30) days written notice of intent to return is required. Unit members may also apply for leave under the Family Medical Leave Act. A board-approved leave of absence shall not constitute a break in continuous service.

#### **Section 6: Holidays**

All twelve (12) month employees shall be granted the following holidays with pay:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday (*when school is not in session*)
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day (*on November 11 or by mutual agreement of association and district*)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed.



## Section 7: Vacation

Vacation shall be granted with pay to twelve (12) month employees according to the following schedule, upon completion of the number of years specified, based on the employee's anniversary date of employment.

First year of service – shall accumulate vacation days at the rate of .417 days per month for a total of five (5) days per year.

Second through fourth year of service – shall accumulate vacation days at the rate of .834 days per month for a total of ten (10) days per year.

Fifth through ninth years of service – shall accumulate vacation days at the rate of 1.25 days per month for a total of fifteen (15) days per year.

Tenth year of service and thereafter – shall accumulate vacation days at the rate of 1.67 vacation days per month for a total of twenty (20) days per year.

Employees may accumulate a maximum of forty (40) vacation days.

The Superintendent of Schools at his/her discretion may grant days to Association members prior to their accrual.

## ARTICLE XI – SALARIES

### Section 1 – Minimum Base Salaries (by position/class)

Starting base salaries for the life of this contract shall be:

<b>Position/Class</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Bus Driver	\$8,021	\$8,111	\$8,203
Head Bus Driver* <small>Includes driver and supervisory salaries</small>	\$22,191	\$22,442	\$22,694
Aide	\$12,502	\$12,643	\$12,785
Teaching Assistant (LTA)	\$13,731	\$13,885	\$14,041
Food Service Helper	\$8,892	\$8,992	\$9,093
Cook	\$9,188	\$9,292	\$9,396
Cook Manager	\$18,336	\$18,542	\$18,750
Cleaners	\$17,554	\$17,752	\$17,951
Driver-Cleaner	\$21,354	\$21,594	\$21,836
Head Custodian	\$25,629	\$25,917	\$26,209
Nurse	\$22,972	\$23,230	\$23,491

## Section 2 – Salary Increases

For the life of this contract, members of the bargaining unit shall receive annual salary increases following this schedule...

2013-14:	2.25%
2014-15:	2.25%
2015-16:	2.25%

## Section 3 – Driver “Special Run” Salaries (per run)

	<u>2013-14 and 2014-15</u>	<u>2015-16</u>
1-8 miles roundtrip	\$17.50	\$18
9-16 miles roundtrip	\$19.50	\$20
17-24 miles roundtrip	\$21.50	\$22
25-32 miles roundtrip	\$27	\$27.50
33-40 miles roundtrip	\$29	\$29.50
41-48 miles roundtrip	\$31	\$31.50
49-56 miles roundtrip	\$36	\$36.50
57-64 miles roundtrip	\$39	\$39.50
65-75 miles roundtrip	\$42	\$42.50

## Section 4 – Driver “Extracurricular” Hourly Rate of Pay

Extracurricular driving shall be done by regular drivers of the Jefferson Educational Support Personnel or regular substitute drivers except in case of an emergency. The rate of pay of regular drivers of the Jefferson Educational Support Personnel Association is:

<b>2013-14:</b> \$15.50	<b>2014-15:</b> \$15.50	<b>2015-16:</b> \$16.00
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## Section 5 –

Any employee working more than forty (40) hours per week shall be compensated for the additional time at one and one-half (1 ½) times his/her regular hourly rate of pay. Any overtime must be approved in writing, in advance by the Superintendent or the employee’s department head.

For the purposes of overtime, compensated absences shall count toward the 40 hour requirement.

Any maintenance employee (custodian or cleaner) called in for emergency duty shall be paid for a minimum of two (2) hours. Should the assignment take less than two (2) hours to complete, the employee will complete additional work, as assigned, or be released from duty with two (2) hours of pay. Should the employee be released early and summoned back to the building within the two-hour window, no additional payment will be made until the expiration of the original two hour window. After such time, the employee will be paid at his/her overtime rate based upon the actual number of hours worked.

The “two hour minimum” shall apply only to emergency call-in assignments. Scheduled overtime work shall be paid – with no two hour minimum-based upon the actual number of hours worked.

Any employee working on a district – designated holiday shall be compensated at a rate of two times his/her regular hourly rate.

**Section 6 –**

Ten-month bargaining unit members will be allowed a twelve (12) month paycheck option (26 pays).

**Section 7 –**

All custodians or cleaners working nights shall receive a six hundred dollars (\$600) night shift differential. The differential shall not be added to the base.

**Section 8 –**

Every effort will be made to bring in a substitute, when a night cleaner calls in sick, to assure that there are two (2) people in the building at all times.

**ARTICLE XII – LONGEVITY PAYMENTS**

For the length of this contract, longevities shall be paid to unit members beginning in their 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, and 21<sup>st</sup> years of service following this schedule:

<b>Position/Classification</b>	<b>Beginning 6<sup>th</sup> Year</b>	<b>Beginning 11<sup>th</sup> Year</b>	<b>Beginning 16<sup>th</sup> Year</b>	<b>Beginning 21<sup>st</sup> Year</b>
<b>12 Month Staff</b> Cleaners, Driver-Cleaners, Head Custodian	\$225	\$225	\$250	\$250
<b>10 Month Staff</b> Aides, LTA's, Cafeteria Staff, Drivers	\$175	\$175	\$200	\$200
<b>Nurse</b>	\$300	\$300	\$350	\$350

**ARTICLE XIII – CAFETERIA PLAN**

A full three (3) part Cafeteria Plan (IRS - 125) shall be adopted by the District with the cost being equally divided by the parties. The Third Party Administrator and Plan language shall be mutually agreed to by the parties and language thereto shall be incorporated into the Agreement.

## ARTICLE XIV – HEALTH INSURANCE

For the term of this contract, all employees shall contribute to their individual and family health insurance premiums at the following rates:

### Section 1: Health Insurance

<u>Employee Contribution</u>	<u>Individual Coverage</u>	<u>Family Coverage</u>
2013-14	6.5%	6.5%
2014-15	6.5%	6.5%
2015-16	7%	7%

Employees hired on or after July 1, 2013 who do not fulfill this contract's definition for full-time employment shall not be eligible to participate in the district's health insurance plan with district subsidy. Full-time drivers (as per this contract's definition) shall be eligible for individual health insurance coverage at the contribution rates set by this contract; the employee contribution rate for family coverage (for full-time drivers) shall be 50% for full-time drivers hired on or after July 1, 2013.

All Health insurance for retirees shall be provided at the same dollar amount the employer was paying when they notified the District of their intent to retire. The fixed-dollar district contribution shall be escalated each year by the lesser of the Consumer Price Index (CPI-U, US City Average, All Items, January-December) or 3%.

To be eligible for retiree's health insurance an employee must have worked at the Jefferson Central School District for at least fifteen (15) consecutive years prior to retirement.

### Section 2: Health Insurance Buy-Out

Employees declining health insurance coverage, who by written waiver demonstrate proof of other health insurance, shall receive a fixed-dollar payment in lieu of health insurance (\$2,900 for individual; \$7,500 for family). The health insurance buy-out payment for family coverage for full-time drivers hired on or after July 1, 2013 shall be reduced by 50% (to \$3,750). The payment for the health insurance buy-out shall be made in the last pay period of the school year.

Any employee taking the buy-out incentive shall be ineligible to change health insurance coverage until the following school year. Employees who wish to change their coverage status during the school year shall be subject to the enrollment restrictions of the insurance carrier. For mid-year changes, the health insurance buy-out benefit shall be prorated.

It is understood that employees hired on or after July 1, 2013 shall not be eligible for a health insurance buy-out payment if their health insurance is afforded through a spouse or other family member by the district.

### Section 3: Dental Insurance

The Board of Education will provide individual dental insurance (*Excellus Prime Blue* or comparable coverage) and will pay one hundred percent (100%) of the cost for said insurance. If an employee desires family dental coverage, he/she will pay the full cost of adding his/her family to the Plan.

Employees declining dental insurance coverage, who by written waiver demonstrate proof of other health insurance, shall receive a payment equal to fifty percent (50%) of the District's cost for the plan. The payment for the dental insurance buy-out shall be made in the last pay period of the school year.

If the Otsego-Northern Catskills BOCES starts a Dental Plan that is equal to or better than the present Plan (Prime Blue 1, 2, 3, 4) the parties agree to open this Section of the contract for negotiations.

#### **Section 4: Disability Insurance**

The employer shall subscribe to and participate as a covered employer under the State Disability Insurance Law at no cost to the employee.

#### **Section 5: Unemployment Compensation**

Unemployment compensation shall be available to all employees when there is no work for them.

### **ARTICLE XV – SEVERANCE BENEFIT**

If an employee has at least twelve (12) years of consecutive service, then upon retirement, death or termination of employment (other than for cause), the employee or his/her beneficiary shall be paid in cash an amount equal to one-half (1/2) of his/her accumulated hours of sick leave up to a maximum of one-half (1/2) of one hundred twenty (120) days for twelve (12) month employees or a maximum of one-half (1/2) of one hundred (100) days for ten (10) month employees.

### **ARTICLE XVI – EVALUATION OF UNIT MEMBERS**

#### **Section 1:**

Employees of the School District shall have a reasonable expectation of continued employment and regular advancement in salary so long as their service is competent, efficient and satisfactory.

#### **Section 2:**

Employees will be evaluated within the scope of their job title or job description.

#### **Section 3:**

After such an observation and evaluation, a written copy of the evaluation will be provided to the employee in a timely fashion. The employee may request a follow-up conference to discuss the evaluation. The form used in the evaluation will be at the option of the Superintendent.

#### **Section 4:**

The employee must sign any evaluation only to indicate that he/she has seen it before it is placed in his/her personnel file.

#### **Section 5 –**

If the employee disagrees with the evaluation, he/she may attach a rebuttal to it which will then be attached to the evaluation and placed in the employee's personnel file.

**Section 6 –**

If the evaluator is critical of the employee's performance he/she must be specific and make suggestions as to how the employee may improve his/her performance in a developmental way.

**Section 7 –**

Each employee will be evaluated at the discretion of the Superintendent.

**Section 8 –**

Any discipline or denial of financial advantage shall be based on these evaluations.

**ARTICLE XVII – LABOR / MANAGEMENT COMMITTEE****Section 1 –**

The Labor/Management Committee shall consist of two (2) representatives from the District and two (2) representatives from the Union. The Committee shall meet whenever deemed necessary by either the employer or the union, but not less frequently than once per semester, to discuss and review matters of concern to the union or the employer. The Committee shall convene within five (5) working days after the issuance of a written notice from one party to the other that it wishes to have a Committee meeting.

**Section 2 –**

The purpose of the Committee shall be to discuss specific issues which may arise either under or outside the Contract, in an attempt to either resolve problems and/or find effective resolutions by the parties.

**Section 3 –**

The Committee's recommendations shall be advisory only, and shall not be binding upon either party. Nothing said in the Committee meetings may be used in evidence in any Court action, administrative proceeding, arbitration, or any similar proceeding, whether between the employer and the union or any unit members.

**ARTICLE XVIII – GRIEVANCE PROCEDURE****Step 1 –**

Employee meets informally with his/her immediate supervisor to resolve problem. If an agreement is reached, a written memorandum agreed to by both parties will be drafted. If there is no agreement, the employee, within three (3) days, will reduce his/her concern to writing and resubmit.

**Step 2 –**

Employee will submit his/her grievance to the administrator in charge. The administrator will review the grievance and respond. This response will be within ten (10) days and will be in writing. The employee will receive this response. If an agreement is reached, the contents of the response will be enacted immediately. If there is no agreement, an appeal memorandum will be drafted by the employee within three (3) days and will be submitted to the administrator.

**Step 3 –**

Upon receipt of the appeal memorandum, the administrator will, within ten (10) days assign a hearing officer to meet with both parties and review both sides of the issue. The hearing officer will render a decision within five (5) days. If there is agreement, the contents of the response will be immediately enacted. If there is no agreement, an appeal memorandum will be drafted by the employee within three (3) days and will be submitted to the Clerk of the Board of Education.

**Step 4 –**

Both sides of the issue will be presented to the Board. The Board, within five (5) days will render a decision. The decision of the Board will be final.

**ARTICLE XIX – SPECIAL CLASSES (Drivers, Cleaners, Cafeteria Workers)**

**Section 1: Bus Drivers:**

**A. 19A Training and CDL Licenses**

All bus drivers must meet all 19A eligibility requirements during their time of employment. The District shall compensate drivers \$25 per session for required 19A training (twice annually). In addition, the District shall pay for the CDL portion of a driver’s license for all full-time drivers (or other full-time positions requiring a valid CDL driver’s license).

If 19A training sessions are held during the regular working hours of any employee, that employee will not be eligible for extra pay.

**B. Weekend/Holiday/Vacation Stipend**

During the regular school year, any driver that takes a run during a weekend, holiday, or during a school vacation shall receive an additional fifty cents (\$0.50) per hour adjustment. Bus drivers that take extra-curricular runs that stop for students to eat, or long runs (for example, New York City) shall be reimbursed for meals at the following rate:

	<b>Reimbursement</b>
<b>Breakfast</b>	<b>\$8.50</b>
<b>Lunch</b>	<b>\$11.50</b>
<b>Dinner</b>	<b>\$16.50</b>

**C. Drug and Alcohol Testing**

The District and the Association recognize the primary purpose of the Omnibus Transportation Employee Testing Act of 1991 as providing safe and secure transportation for students. The parties also recognize the value of the District employees who provide that transportation in Jefferson. The District and Association further understand that alcoholism and substance abuse are illnesses which are treatable. In joint recognition of the above, the parties hereby agree to the following:

1. Unless otherwise abridged by this Agreement, employees afflicted with alcoholism or substance abuse shall be entitled to all the rights and benefits provided to other employees who are ill.

2. Employees who request diagnosis and treatment for alcohol or substance abuse before being notified in writing of the requirement to submit to testing shall be allowed, immediately upon making that request, to be placed in a non-safety-sensitive position if one is deemed available by the District, or to use any and all accrued sick leave while participating in both the diagnosis and rehabilitation of their condition.
3. Upon the successful completion of rehabilitation, and upon meeting all of the requirements under the law, the employee will return to work and enjoy all the rights and privileges afforded other unit members.
4. Employees who test positive in accordance with the procedures set forth in the Drug and Alcohol Abuse Testing Procedure, as determined between the District and the Association, at any time during their employment will be suspended without pay for the period of time of rehabilitation. During this suspension, the employee will continue to be covered by whatever District health insurance plan he or she is enrolled in at the time of the suspension. The District will continue to pay its portion of the premium during rehabilitation.
5. Employees who test positive a second time shall be subject to termination.
6. For drug testing, the collection agent and lab will employ the split sample method. The initial or screening test, if positive must be confirmed by a confirming test as defined in the Federal Regulations. A split sample will be preserved and made available to the employee's choice of labs in cases of a confirmed positive.
7. Notice to the individual employee of any mandatory testing requirement must be in writing and must include the date and time of the collection, the nature and purpose of the testing, the name of the supervisor ordering the testing, and an indication that the order is being given under the authority of the Department of Transportation.
8. All testing will be done during working hours and employees shall thereby be on paid status for the time spent on the testing and related procedures, including travel time to and from the test site.
9. The cost of the testing program, including training and any other consideration deemed necessary of the operation of the program, shall be borne by the District.
10. Training opportunities will be offered at least twice a year as arranged by the joint committee referenced in Section 11 below. This training shall be in addition to any statutory requirements. Additionally, the District will be responsible for making available to a reasonable number of employee representatives, the same training required of supervisors in abuse recognition, or "reasonable suspicion".



11. During the first year of the testing program the District, with the involvement of the Association, shall be responsible for selecting the agency(ies) responsible for testing. Beginning as soon as is practicable, the parties will establish a joint Committee of equal representation. Members of this Committee shall not be involved in any of the activities of the testing program requiring direct involvement in cases.

The role of the Committee shall include, but not be limited to:

- a. To review the effectiveness of the program at least annually;
- b. To arrange for the delivery of educational programs concerning drug and alcohol abuse prevention and rehabilitation;
- c. To check and report on the testing laboratories utilized in the program using the following criteria
  1. The performance of confirmatory testing of specimens when initial screening indicates positive results;
  2. Procedures for documenting chain of custody;
  3. Lab turn around times and overall efficiency; and
  4. Cost of services.

12. All records of an employee's participation in any facet of the program, including collection, testing, diagnosis and rehabilitation shall be held in strictest confidence. Only those authorized by statute shall have access to records and correspondence regarding the testing program.

13. The Association shall be provided any non-confidential summary data provided the District by any agency involved in the program. No document with the name of any tested employee will be shared with the Association without the written authorization of that employee.

#### **D. Uniforms**

Each bus driver shall be provided with a three-season jacket and three uniform shirts at the start of his/her employment. The jacket and shirts will be replaced as needed at the discretion of the District. Drivers shall wear either the jacket or uniform shirts while driving an assigned route and may wear their jacket at other school and work-related events. Shirts and jackets shall not be worn when employees are engaged in non-school related business or events.

#### **E. Assignment of Extra Runs**

Extra runs (which for this section shall include all athletic trips, field trips, extended day/after school runs, and other special events) shall be assigned to drivers using a seniority-based list. The seniority list shall include the transportation supervisor and all full-time and part-time drivers (but not substitute drivers). It is understood that drivers may "opt out" of the extra run list at any time by notifying the transportation supervisor in writing. The "starting point" of the list shall begin with the most senior driver and advance on each successive run to the next most senior driver. Each driver shall have the option of accepting or declining the available run. In the event the run is declined by all drivers on the list, the transportation supervisor may assign the run to a driver (in reverse seniority order) or secure a driver from the district's approved substitute driver registry.

It is mutually understood that the transportation supervisor may assign a run by alternative means for any trip request submitted to his/her office with less than 72 hours notice.

## **Section 2: Cafeteria Workers**

### **A. Shoe Reimbursement**

Each cafeteria staff shall member be reimbursed up to a maximum of seventy-five dollars (\$75) per year for a pair of shoes. Shoe reimbursement checks shall be drawn from the cafeteria budget.

### **B. Banquets**

The Jefferson Central School cafeteria staff shall, if scheduled, work four (4) banquets per year: fall sports banquet, winter sports banquet, spring sports banquet and honors banquet. The cafeteria staff shall be compensated at a rate of sixteen dollars (\$16) per hour for the preparation, serving and cleanup (kitchen) of the above mentioned banquets. If other banquets are requested, the cafeteria staff shall be compensated at the rate of sixteen dollars (\$16) per hour. There shall be a maximum of three (3) cafeteria employees whenever possible. In the event one or more cafeteria employees are unable to work a banquet, the cafeteria manager shall recommend and the Superintendent shall approve other members of the Association. In the event one or more assignments cannot be filled by members of the Association, the cafeteria manager shall recommend and the Superintendent shall approve other substitute workers for the banquet.

## **Section 3: Custodians and Cleaners**

### **A. Uniforms**

Each custodian and cleaner shall be provided with three (3) uniform shirts at the start of his/her employment. Shirts will be replaced by the district as needed and must be worn while the employee is working when school is in session (not during summer months and other vacations).

### **B. Shoes**

Each custodian or cleaner shall be reimbursed up to a maximum of seventy-five (\$75) dollars per year for a pair of work appropriate shoes.

### **C. Notice of Schedule Changes**

Custodians and cleaners will receive one week's notice of any additions or changes to the "building use calendar" whenever possible.

**ARTICLE XX – ENROLLMENT OF SCHOOL-AGED CHILDREN**

Members of the Association who are not district residents may enroll their children at Jefferson Central School tuition-free provided the child/children can be reasonably accommodated within a class or program afforded to resident students. The Association member shall be responsible for providing or arranging daily transportation to and from school for enrolled non-resident children.

**ARTICLE XXI – DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2016.

**FOR THE ASSOCIATION:**

BY: \_\_\_\_\_  
Kathy Bulka, President  
Jefferson ESP Association

\_\_\_\_\_  
Date

**FOR THE BOARD:**

BY: \_\_\_\_\_  
Carl Mummenthey, Superintendent  
Jefferson Central School

\_\_\_\_\_  
Date