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# AGREEMENT

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by and between the  
BOARD OF EDUCATION  
of the  
SHENENDEHOWA CENTRAL  
SCHOOL DISTRICT  
and  
CSEA, Local 1000 AFSCME,  
AFL-CIO



**Shenendehowa CSD Unit**  
Saratoga County Educational Local 864

**July 1, 2016 – June 30, 2020**



- K. Ten Month Employee means an employee (including registered nurses and attendance officer) specifically hired for the school year, September 1<sup>st</sup> through June 30<sup>th</sup> of any year.
- L. Twelve Month Employee means an employee specifically hired for the twelve (12) month period July 1<sup>st</sup> through June 30<sup>th</sup> of any year.
- M. Fiscal Year means the period commencing on the 1<sup>st</sup> day of July each year and ending on the 30<sup>th</sup> day of June of the next year.

## **ARTICLE II**

### **RECOGNITION**

#### **Section 21**

The Board of Education of the Shenendehowa Central School District at Clifton Park, New York, recognizes the Civil Service Employees Association, Inc. for the purpose of collective negotiating pursuant to the Public Employees Fair Employment Act as the exclusive representative of a negotiating unit as defined in Article III of this Agreement.

#### **Section 22**

The Board agrees not to recognize or negotiate with any person, including any individual member of the negotiating unit, or organization other than the CSEA, with regard to the salary and other terms and conditions of employment of employees as defined in Article III of this contract who is an employee of the School District for the duration of this Agreement.

#### **Section 23**

The CSEA affirms it does not assert the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

#### **Section 24**

If any provision of the Agreement or any application of this Agreement to any employee, or group of employees, shall be found contrary to law, such provision or application shall not be termed valid and subsisting, except to the extent permitted by law; but, thereto the provisions or applications of the Agreement shall continue in full force and effect.

#### **Section 25**

All rights and prerogatives heretofore exercised by the Board with respect to all matters not specifically covered in this Agreement shall remain the rights and prerogatives of the Board.

#### **Section 26**

The School District reserves the right to request from the Saratoga County Personnel Department changes in job classifications during the term of this Agreement and agrees to discuss such changes with CSEA prior to final implementation of such changes.

#### **Section 27**

Agreements Between Public Employers and Public Employee Organizations

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 ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE III

### COLLECTIVE NEGOTIATING UNIT

#### Section 31

The following titles are represented by the CSEA Shenendehowa Unit:

<b>CSEA/SHEN TITLE</b>	<b>CIVIL SERVICE TITLE</b>	<b>CSEA/SHEN TITLE</b>	<b>CIVIL SERVICE TITLE</b>
Account Clerk Typist	Same	Personnel Clerk	Same
Attendance Officer	Supervisor of Attendance	Purchasing/Inventory Clerk	Same
Automotive Repairer	Same	School Lunch Clerk	Clerk
Automotive Service Worker	Same	School Messenger	Same
Building Maintenance Mechanic	Same	School Nurse	Registered Professional Nurse (School)
Bus Driver	Same	School Registrar	Registrar
Bus Driver Trainer	Same	School Secretary	Same
Bus Monitor	Same	School Technologist	Microcomputer Technician
Busport Attendant	Same	Secondary School Monitor	School Monitor
Cafeteria Monitor	School Monitor	Security Guard	Guard
Cleaner	Same	Senior Account Clerk Typist	Same
Computer Lab Aide	Teacher Aide	Senior Automotive Repairer	Same
Cook	Same	Senior Typist	Same
Communications Technician	Same	Senior School Monitor	Same
Elementary Classroom Aide	Teacher Aide	Teacher Aide (Alt Ed)	Teacher Aide
Food Service Helper	Same	Teacher Aide (Special Education)	Teacher Aide
Groundskeeper	Same	Technology Aide	Teacher Aide
Head Night Cleaner	Cleaner	Transportation Routing Clerk	Same
Library Aide	Same	Typist	Same
Motor Vehicle Equipment Operator	Same		

Any other title for the above categories resulting from reclassification or other change in nomenclature during the duration of this Agreement shall be represented by the CSEA Shenendehowa Unit.

\*Titles are listed in alphabetical order.

## ARTICLE IV

### RECIPROCAL RIGHTS

#### Section 41

So long as the CSEA is designated by the employees as the organization representing such employees, during such period of recognition the School District has no objection to the following:

- A. Designation by its employees of representatives of the CSEA to appear on their behalf to discuss salaries, working conditions and grievance procedures in the negotiation of the contract.
- B. Appearing in any grievance proceeding when requested by an aggrieved employee pursuant to the terms of this Agreement.
- C. Appearing before the Board of Education, upon request of the employees to which this Agreement pertains, in relation to the terms and conditions of this Agreement.
- D. Access to Employees

Visiting employees on school property provided that such visit does not cause an employee to work less than the time for which he or she is being paid. So far as practicable, such a visit shall be before or after an employee's working hours. Prior approval of the immediate supervisor is required whenever the President and/or Grievance Chairperson visits employees during the work day. The manner of business need not be specified.

- E. Release Time for President and Grievance Chairperson

The President and his/her Grievance Chairperson who are appointed or elected for the purpose of adjusting a grievance shall be permitted a reasonable amount of time from his or her regular duties to fulfill these obligations. Prior approval of the immediate supervisor is required whenever the President and/or Grievance Chairperson visits an employee during the work day. The manner of business need not be specified. The School District will be reimbursed, if a substitute is required, at the substitute rate.

- F. Release Time for CSEA Meetings

The President and Vice President, and their representatives [maximum of four (4) people] of the Shenendehowa Unit may attend conferences or meetings of the CSEA, excluding negotiations, up to a total of eighteen (18) working days or one hundred forty-four (144) hours in any school year. The School District shall be reimbursed by CSEA if a substitute is required. The President and Vice President and their representatives shall notify their respective department heads and Assistant Superintendent for Human Resources, in writing, at least two (2) weeks

before the scheduled conference or meeting as to the dates they will be attending such activity.

G. Release Time for Negotiations

The District shall provide members of the CSEA Negotiating Team with a reasonable amount of release time for the purpose of preparing for, and conducting collective negotiations. CSEA shall reimburse the District for the cost of substitutes. Negotiations shall be scheduled at times that are mutually agreed.

## **Section 42**

### **Bulletin Boards**

A. The Shenendehowa Unit shall have the right to post notices and other communications on bulletin boards at places designated by the Superintendent or his/her designee.

B. Posting of Vacancies. Application of Seniority

1. The District shall continue to post notices of job openings at the appropriate work sites with a copy to the CSEA President. Such notices shall contain a summary of the duties of the position and the minimum qualifications established by the District.
2. If a vacancy should occur which is to be filled by appointment from a competitive Civil Service list, and an employee of the District is among the top three (3) individuals (including all score ties) on the list of eligible candidates, then the District, in making such appointment, shall consider the qualifications of such employee prior to considering the qualifications of other persons on such list.
3. If a vacancy should occur for a position which is not to be filled by appointment from a competitive Civil Service list, then, if two (2) or more applicants are relatively equally qualified for the position considering attendance, relevant work experience, prior performance, education and training, and one (1) or more are employees of the School District, the District in making such appointment shall consider seniority among its own employees as the primary basis of filling such vacancy. The applicant must provide pertinent written information on a resume or a summary form to be developed by the Labor Management Committee.
4. Nothing herein contained shall prevent the School District from advertising or contacting the Civil Service Commission for purposes of seeking applicants for the position.

### **Section 43**

#### **Use of Facilities by CSEA**

The Shenendehowa Unit shall have its right to schedule meetings in school buildings, in accordance with Board Policy, before or after school, or before or after working hours, provided such meetings are scheduled one (1) week in advance and do not conflict with regularly scheduled or previously scheduled meetings. When the Unit deems it necessary to hold a meeting to attend to urgent business, the one (1) week notice requirement shall be waived, provided the facilities requested are available.

### **Section 44**

#### **Amendment of Agreement**

This Agreement may not be amended, altered or modified except in writing duly executed by the parties. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties. Before the District knowingly adopts a change in policy not covered by this Agreement, but which affects employees' terms and conditions of employment, the District will notify the Shenendehowa Unit, in writing, that it is considering such a change. The Shenendehowa Unit will have the right to negotiate with the School District over the proposed change provided it files such a request with the School District within ten (10) working days after receipt of said notice. Labor-Management agreements shall be signed by the Assistant Superintendent for Human Resources and the President of CSEA.

### **Section 45**

#### **Printing of Agreement**

An adequate number of copies of this Agreement shall be printed, or otherwise reproduced, at joint expense of the Board and the Unit as soon as possible after ratification of this Agreement by both parties thereto.

### **Section 46**

#### **Defense of Employees – Student Discipline**

Pursuant to Section 3028 of the Education Law, the School District shall provide an attorney and pay such attorney fees and expenses necessarily incurred in the defense of an employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment, provided such employee complies with such provisions of the Education Law.



## Section 47

### Employee Rights

- A. The parties subscribe to the concept of progressive discipline, except for the most serious offenses. Any employee subject to disciplinary action shall have the right to union representation. An employee may not be removed from service, or otherwise disciplined, except for acts of incompetency, insubordination or misconduct.
- B.
  - 1. An employee's supervisor may counsel an employee concerning deficiencies in performance or misconduct which do not warrant disciplinary action. The purpose of employee counseling is to provide assistance to the employee concerning expectations of performance.
  - 2. Counseling shall be provided in a person-to-person oral communication. A counseling session may be followed by a confirming memorandum, at the discretion of the supervisor. Copies of counseling memoranda will be maintained in the employee's personnel folder. The employee may place a written response to a counseling memorandum in his or her personnel folder. Counseling letters will be maintained for twenty-four (24) months from the date that they are issued by the supervisor. After that period of time, such counseling letters shall be deemed removed from the personnel file.
  - 3. The employee or the supervisor may request that a union representative be present during a counseling session as an observer.
- C. Discipline
  - 1. Except as set forth in paragraph C(4), below, the first formal disciplinary step shall be a written warning from an employee's supervisor describing the specific deficiencies and the steps necessary to return to a satisfactory level of performance. A copy of the warning shall be placed in the employee's personnel folder.
  - 2. After the employee receives two (2) written warnings during an eighteen (18) month period, the employee may be suspended, without pay, for up to a maximum of three (3) days.
  - 3. Additional written warnings may result in further disciplinary action, including suspension without pay or discharge.
  - 4. Suspension without pay or discharge may be invoked with less than two (2) written warnings where the employee's conduct creates a danger to the health, safety or welfare of staff, students and/or the general public or creates a danger to property.
  - 5. A positive result in any required drug or alcohol test while on duty is considered a danger to health, safety or welfare of staff and/or the general public or creates a danger to property and will result in an employee's

immediate discharge. If drug and alcohol testing is conducted within state and federal guidelines, the arbitrator will be required to uphold the discharge. The arbitrator shall only have the ability to revise the penalty if he or she concludes that there was a violation in the drug and alcohol testing procedures as set forth in the Federal Department of Transportation Regulations and that such violation would significantly affect the outcome of the drug or alcohol test.

6. Suspension without pay in excess of three (3) days or discharge may be imposed only by the decision of the Assistant Superintendent for Human Resources.

7. Due Process

- a.) Investigation into alleged employee incompetency, insubordination or misconduct shall be undertaken promptly and confidentially. All parties involved in the alleged complaint will cooperate fully with the School District to resolve the matter as quickly as possible. The employee shall be notified of the complaint only if the complaint appears to be founded after an initial investigation. The President of the Unit shall be notified of a complaint as soon as practicable. The employee shall have the right to have a Unit representative present when questioned concerning his or her alleged acts of misconduct, incompetency or insubordination.
- b.) An employee subject to discipline pursuant to paragraphs C(1) or C(2), above, may prosecute a grievance through Step 2 of the Grievance Procedure.
- c.) A permanent competitive class employee or a permanent non-competitive or labor class employee with three (3) years or more of consecutive service subject to discipline pursuant to C(3) or C(4) above, may commence a grievance at Step 2 and, the Unit may prosecute said grievance through Step 3 of the Grievance Procedure. A non-competitive or labor class employee must have a minimum of three (3) years of consecutive service with the District in order to prosecute a grievance concerning discipline to Step 3. Non-permanent competitive class employees and non-competitive and labor class employees with less than three (3) years' service may be suspended without pay or discharged without recourse to arbitration or any other hearing process whatsoever, except for prosecution of a grievance through Step 2.
- d.) An employee subject to discipline shall have no other recourse to any administrative or judicial tribunal whatsoever, and the procedures contained herein are substituted for any other due process rights that may exist by reason of statute, regulation or otherwise.

D. Employee Rights

1. Employees shall have the right, upon request, to review any written statement contained in their personnel folders.
2. Pre-employment reference materials are excluded from review by the employee unless the employee obtains a written release from the originator.
3. There shall be only one (1) official personnel folder for each employee.
4. Supervisors may maintain notes regarding an employee in a separate file; however, nothing contained in said file shall be considered part of the official personnel record of the employee unless it also appears in the personnel folder pursuant to the rights of employees contained in this section.
5. No material shall be placed in an employee's personnel folder unless the employee has the opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. This is not interpreted as an agreement of the contents.
6. The employee shall have the right to submit a written answer to any document contained in his or her personnel folder. Any such answer shall be maintained in the personnel folder.

**ARTICLE V**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 51**

It is mutually agreed that a Labor-Management Committee be established comprised of three (3) representatives from the CSEA Unit and three (3) representatives designated by the School District to meet periodically to discuss and resolve matters of mutual interest.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **Section 61**

#### Right of Grievance

Every employee in the Negotiating Unit shall have the right to present his or her grievance in accordance with the procedures established in this Article free from interference, coercion, restraint, discrimination or reprisal.

### **Section 62**

#### Definition of Grievance

Grievance shall mean any claim by an employee or group of employees in the Negotiating Unit or the Association based upon any event or condition affecting terms and conditions of employment.

### **Section 63**

#### Representation

Throughout all stages, an employee shall be allowed to have a representative designated by CSEA.

### **Section 64**

#### Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual consent.

### **Section 65**

#### Alternative Dispute Resolution Process

- A. The parties recognize that the traditional grievance process, while an important tool in the administration of the collective bargaining agreement, is not always the most efficient method for the resolution of disputes between management and labor. The parties shall establish an Alternative Dispute Resolution Process to be employed in non-contractual grievances after prosecution of a grievance through Step 1. The Alternative Dispute Resolution Process shall not be mandatory in any specific grievance provided, however, that a minimum of twenty-five (25) percent of non-contractual grievance shall be coordinated utilizing the Alternative Dispute Resolution Process.
- B. The parties shall establish a committee made up of five (5) members appointed by CSEA and five (5) appointed by the Superintendent of Schools. The District and

CSEA will jointly provide training to committee members in alternative dispute resolution strategies and techniques. The committee shall establish any necessary rules and procedures for its operation.

## Section 66

### Three Step Grievance Procedure

Grievances shall be handled in a three step procedure. Following is a list of immediate supervisors, department heads and administrators:

	<b>Buildings &amp; Grounds</b>	<b>Transportation</b>	<b>Office</b>	<b>Information Management Services</b>
Informal Step	Immediate Supervisor	Assistant Director of Transportation <b>or</b> Head Auto Repairer	Immediate Supervisor	Immediate Supervisor
Step 1	Director of Facilities or Director of Operations	Director of Transportation	Building Principal <b>or</b> Department Head	Director IMS
Step 2	Superintendent of Schools <b>or</b> Designee	Superintendent of Schools <b>or</b> Designee	Superintendent of Schools <b>or</b> Designee	Superintendent of Schools <b>or</b> Designee
Step 3	Binding Arbitration <b>or</b> Board of Education	Binding Arbitration <b>or</b> Board of Education	Binding Arbitration <b>or</b> Board of Education	Binding Arbitration <b>or</b> Board of Education

	<b>Food Services</b>	<b>Aides/Monitors/Nurses</b>
Informal Step	Cook Manager	Principal <b>or</b> Assistant Principal
Step 1	Food Service Director	Building Principal
Step 2	Superintendent of Schools	Superintendent of Schools

	<b>or</b> Designee	<b>or</b> Designee
Step 3	Binding Arbitration <b>or</b> Board of Education	Binding Arbitration <b>or</b> Board of Education

## **Section 67**

### Grievance Procedure

#### Informal Grievance

An employee who feels that he or she has been aggrieved must first present his or her grievance, within thirty (30) calendar days after the grievance arose, to his or her immediate supervisor identified in Section 66. The grievance may be stated verbally or in writing. At this stage, there shall be an informal, comprehensive discussion, with the employee, of his or her grievance. Every attempt shall be made by the employee and his or her supervisor(s) to adjust the grievance at this level. Once a complaint has been received, the supervisor(s) shall provide a complete review and decision within five (5) working days after receipt of the grievance and notify all interested parties.

#### Step 1

- A. If the grievance is not adjusted at the Informal Grievance level, the complainant may take the grievance to the department head(s), as listed in Section 66, within five (5) working days after the decision under the Informal Grievance Procedure. The complainant must set forth the grievance fully, in writing. The statement must be signed by the grievant and filed with the department head(s).
- B. The department head(s) shall make a complete investigation of all matters relating to the complaint. All parties involved shall cooperate fully with the investigation and shall work for a satisfactory solution. The decision of the department head(s) shall be given, in writing, not more than ten (10) working days from the filing of the written complaint with him or her. Copies of the decision shall be given to all parties, including the grievant and the CSEA President. If at any time during the process the supervisor determines that the grievance requires a decision beyond the scope and authority of his or her position, he or she shall immediately forward the grievance to the next level for action and so advise the grievant.

#### Step 2

- A. If the grievance is not adjusted at Step 1, the grievant may take the grievance to the Superintendent of Schools or his/her designee level within five (5) working days after the decision under Step 1. The statement must be signed by the grievant and filed with the Superintendent of Schools or designee.
- B. If a grievance alleges a violation of a provision of this contract or a violation of law, the grievance shall be heard at Step 2 by a designee of the Superintendent of Schools. In all other cases, the grievance shall be heard by the Superintendent of Schools, unless the parties mutually consent to the appointment of a designee.

- C. The Superintendent of Schools, or his/her designee, as the case may be, shall make a complete investigation of all matters relating to the complaint. All parties involved shall cooperate fully with the investigation and shall work for a satisfactory solution. The decision at Step 2 shall be given, in writing, not more than ten (10) working days from the filing of the written complaint with him or her. Copies of the decision shall be given to all parties including the grievant and the CSEA President.

### Step 3

A. Non-Contract Grievance

A decision of the Superintendent of Schools may be reviewed by the Board of Education at the request of the grievant. This action must be started within ten (10) working days of the date of the decision under Step 2 or twenty (20) working days after presentation of the grievance under Step 2, whichever is sooner. The grievant must file a written request for an appeal with the Clerk of the Board of Education, who shall bring the matter to the attention of the Board of Education at its next meeting. The official grievance record maintained by the Superintendent of Schools shall be available for use by the Board of Education. At its next meeting after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session. Within ten (10) working days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance and forward it to the grievant and his/her representative.

B. Contract Grievance

1. If the aggrieved party is not satisfied with the decision at Step 2, and if the grievance involves a question concerning the interpretation or meaning of the Agreement, CSEA may file a further appeal within fifteen (15) days after receiving the decision at Step 3 by filing a written demand for arbitration upon the Superintendent of Schools by certified mail. A copy shall be provided to the Assistant Superintendent for Human Resources.
2. The parties agree to establish a panel of arbitrators. This panel will be selected by mutual agreement, and the parties agree to review the panel annually. The parties initially agree to: Dennis Campagna, Sheila Cole, Gordon Mayo and Jeff Selchick.
3. The parties shall make an effort to make the selection based upon first availability and a need to rotate cases among the members of the panel. This panel may be amended by mutual consent.
4. The arbitrator so selected will hold hearings promptly at the District or at some other mutually acceptable place and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral closing arguments have been waived, then from the date of the parties' post-hearing briefs.
5. The decision of the arbitrator shall be in writing and will set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which



requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

6. The arbitrator's decision shall be binding upon the parties, subject to appeal in accordance with the terms of CPLR 7510 and 7511.
7. The cost of the service of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the District and CSEA.
8. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became or should have become aware of the grievance, except when the grievance involves cash pay earned but not received.

## **ARTICLE VII**

### **NEGOTIATING PROCEDURES**

#### **Section 71**

##### Negotiating Teams

The Board, or designated representatives of the Board (hereinafter referred to as Board Negotiators), will meet with representatives designated by the Unit (hereinafter referred to as Unit Negotiators), for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Shenendehowa Unit, Superintendent and the Board, the parties mutually pledge that their representatives will have the necessary power and authority to make proposals, consider proposals and reach tentative compromise in the course of negotiations.

#### **Section 72**

##### Meetings

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. All issues proposed for discussion shall be submitted, in writing, by the Unit and the Board Negotiators at the first meeting. An additional two (2) week period will be provided within which either party may submit additional issues upon which it wishes to negotiate.

#### **Section 73**

##### Negotiation Procedures

The Board Negotiators will meet at such mutually agreed upon places and times with the Unit Negotiators for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings described in Section 72, such additional meetings shall be held as the parties may require to reach an understanding on the issues or until an impasse is reached.

#### **Section 74**

##### Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

## **Section 75**

### **Reaching Agreement**

When a tentative agreement is reached by the negotiators for both parties, then such agreement shall be initialed by such negotiators and shall be submitted by the Unit Negotiators with their recommendation for approval to its membership for approval.

## **Section 76**

### **Impasse**

An impasse in negotiations shall occur if the parties concur that they are at an impasse or if they have failed to reach agreement on all items under negotiation. In the event of an impasse, both parties, or either party, may request assistance from the Public Employment Relations Board pursuant to its Rules.

## ARTICLE VIII

### GENERAL WORKING CONDITIONS

#### Section 81

##### Payment of Salary and Wages

- A. The Board and the Unit agree that all requests made to the Business Office regarding payroll must be in writing. In turn, the answer to such requests will also be made in writing. Personal conferences with the Business Office may be arranged at mutually convenient times.
- B. Paychecks will be available bi-weekly in accordance with published non-instructional pay dates. Paychecks will be available the last working day prior to any scheduled vacation or holiday period when possible. Employees may request vacation pay by notifying the Business Office, in writing, two (2) weeks prior to the next scheduled payroll date.
- C. All ten month employees scheduled twenty (20) hours or more per week will be eligible for base pay immediately. All employees scheduled for less than twenty (20) hours per week will be paid on an hourly rate schedule.
- D. All ten-month employees must be paid on a twenty-one (21) bi-weekly payroll cycle. Effective July 1, 2018, employee health insurance contributions shall be deducted over the twenty-one (21) bi-weekly payroll cycle.
- E. Any employee whose available sick leave is reduced to five (5) days will automatically be placed on an hourly rate schedule for the balance of the school year.

##### F. Physical Examination

Should a physical examination be required by the District, the expense of such examination shall be borne by the District if the examination is conducted by a District designated physician. The employee reserves the right to be examined by a physician at his/her expense. The results of the examination shall be submitted to the School District physician.

##### G. Loss of Electricity, Heat or Water

- 1. If the electricity, heat or water is off in any building during the regular working hours for a period of time equal to a half day, all non-instructional staff in that building shall be released or assigned to another location temporarily, without loss of pay, except those working to rectify the condition. This section shall only apply when students are not in attendance.
- 2. After students and teaching staff leave the building, all ten month staff will be allowed to leave at the discretion of the building principal.
- 3. All twelve month staff will be required to stay.

- H. The District acknowledges its responsibility to make reasonable accommodations for physical limitations that an employee may have when making assignments within a job title.
- I. An employee who has any physical limitation(s) will promptly notify the Assistant Superintendent for Human Resources and provide any available medical documentation. The Assistant Superintendent for Human Resources may require additional medical evaluations prior to making a determination.
- J. The Assistant Superintendent for Human Resources, after discussion with the employee and his/her union representative, will determine what reasonable accommodation(s) will be made, if any.
- K. If an assignment is made which the employee believes does not comply with the accommodations previously agreed to, he/she shall inform his/her immediate supervisor. In the event of any disagreement concerning such accommodations, the Assistant Superintendent for Human Resources shall determine whether a particular work assignment is appropriate.
- L. The parties acknowledge that the employer is not required to assign an employee to work in another job title as a result of any employee's illness or injury.
- M. Effective with ratification of the Agreement, each employee will be paid at their regular hourly rate for any required training that the District mandates that the employee attend. Each employee may have other opportunities for training available for voluntary participation that will not be paid by the District. Not all employees in a job title will be required to participate in all training. Topics of training that are available on a voluntary basis may be discussed in the Labor Management Committee.

## **Section 82**

### **Agency Shop**

- A. The employer shall deduct from the wages of employees and remit to the CSEA, Inc., a single amount over a period of time reflecting membership dues and payments for CSEA insurance programs for those employees who signed authorization cards permitting such payroll deductions. Employees, on a fifteen (15) day notice, may withdraw such authorization, with the exception of membership dues.
- B. All employees who are not members of the CSEA, Inc. shall have an amount equivalent to dues levied by said employee organization, so called "Agency Shop Fee", deducted and transmitted to Civil Service Employees Association, Inc.
- C. CSEA will provide, at the request of the non-member paying the agency fee, a specific accounting of that portion of the individual's fee that is used in the collective bargaining process and that portion which promotes activities of the CSEA which only incidentally relate to terms and conditions of employment.

## **Section 83**

### **Workweek**

- A. The normal workweek shall be Monday through Friday. However, the School District reserves to itself the right to have a workweek that will start other than Monday and end other than on Friday. In such event, the School District administrators will consult with the employees affected, or if they wish, a representative of the CSEA, and endeavor to work out a mutually satisfactory schedule. Information concerning positions for a workweek other than Monday through Friday shall be posted on the bulletin boards referred to in Article IV, Section 42.
- B. For reporting purposes to the Employee Retirement System (ERS) only, the Board of Education has designated a standard work day for 10 month employees of 6 hours and a standard work day for 12 month employees of 8 hours. The reporting methodology does not affect the terms of this Agreement.
- C. Summer Hours

In the period between July 1<sup>st</sup> and August 15<sup>th</sup>, upon the unanimous agreement of the affected employees, the affected administrator, the CSEA Unit President and the Assistant Superintendent for Human Resources, arrangements may be made to establish a four (4) day, ten (10) hour per day workweek in lieu of a five (5) day, eight (8) hour per day workweek. Such arrangements shall ensure that there be full coverage from Monday through Friday and that required work can be performed during the revised workweek.

## **Section 84**

In the computation of the forty (40) hour regular workweek for overtime pay purposes, all leaves shall be counted as a day of work. (Only bus drivers are exempt from this section, per Memo of Agreement dated June 9, 1987).

## **Section 85**

### **Premium Pay for Holiday Work**

All work performed on a legal holiday shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate, plus the employee's regular compensation for working on that day. Legal holidays are defined in Article IX, Section 91. Required work on New Years Day, Thanksgiving and Christmas Day shall be paid at the rate of two (2) times the employee's regular pay, plus his or her regular pay.

## **Section 86**

### **Premium Pay for Overtime Work**

All authorized work in excess of a regular workday of eight (8) hours shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

## **Section 87**

### **Overtime Assignment – Rotation**

All overtime work shall be offered to employees in a department or building based upon the skills needed to perform the work. The rotation system will start with the most senior person followed to the lowest senior person. If declined, then such work may be offered to other employees in that title on a rotating basis. The overtime record will be maintained in the employee's department office and may be reviewed by the employee and the CSEA Grievance Chairperson, upon request. The Director of Finance, or designee, may declare an emergency and require an employee to be recalled or to remain at work.

## **Section 88**

### **Seniority, Advancement on Salary Schedule**

- A. If an employee is employed on or before January 1<sup>st</sup>, the individual will be advanced in the salary schedule one step the following July 1<sup>st</sup>.
- B. Employee seniority shall be computed from the first day the employee commences employment in any position within the Negotiating Unit. In the event employees start on the same date, seniority shall be computed from the day the employee signs an acceptance of employment. In the event employees sign an acceptance on the same day, seniority shall be computed based on the last four (4) digits of the employees' social security numbers (highest is most senior).
- C. In the event of a layoff, layoffs should be administered on a seniority basis within positions; i.e., the most recently hired employee shall be laid off first. Bumping rights based on previous seniority in other positions shall prevail.
- D. Salary Upon Transfer
  - 1. An employee who, at the time of transfer, is on Step 5 of the salary schedule or in the fifth year of service, if there is no schedule, will be placed on Step 5 of the schedule for the category to which the employee transfers unless the employee transfers to a different classification (family). Family is defined as follows:
    - a.) Clerical
    - b.) Bus Drivers
    - c.) Bus Mechanics
    - d.) Aides/Monitors
    - e.) Cleaners/Security
    - f.) Building Maintenance/Groundskeepers
    - g.) Nurses
    - h.) Food Service
    - i.) Bus Port Attendants
    - j.) Motor Equipment Operators
    - k.) School Technologists/Communications Technician
    - l.) Bus Monitors

2. It is understood that accrued benefits would be transferred at the time transfer occurs.
- E. Non-competitive and labor class employees shall have no recall rights. If, however, a non-competitive or labor class employee is laid off by the District and rehired within six (6) months, after completing the application process and being selected as the successful candidate, the District will restore such employee's seniority and leave accruals as if the employee's service was uninterrupted.

### **Section 89**

#### **Application for Summer Work**

Any employee interested in summer employment or extra hours during the year may file with the Office of Human Resources a written statement by May 1<sup>st</sup> of each year in order to be notified of future openings. Employees shall be personally notified only during July and August.

### **Section 90**

#### **Call-Back Pay**

- A. An employee who has left his or her regular work assignment and is recalled to work due to an emergency will be guaranteed two (2) hours of employment at a rate of time and one-half. The continuation of an employee's shift prior to or following the employee's regular working hours is not considered a recall situation. Should this occur, work in excess of a regular workday of eight (8) hours or forty (40) hours per week shall be compensated at an overtime rate.
- B. Employees who report to work shall be paid two (2) hours inconvenience pay if the school closing is not announced at least thirty (30) minutes prior to the time the employee is scheduled to report to work.



## **ARTICLE IX**

### **HOLIDAYS, VACATION AND LEAVE**

#### **Section 91**

##### **Holidays**

- A. All twelve month employees shall be entitled to the following twelve (12) paid holidays during the term of this contract provided school is not in session:

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
Lincoln's or Washington's Birthday  
Good Friday  
Memorial Day

- B. All twelve month staff shall be entitled to three (3) additional holidays to be determined.
- C. In the event that a paid holiday falls within an employee's scheduled vacation, the employee will be allowed an additional day of vacation or the equivalent in pay at the employer's option.

#### **Section 92**

##### **Vacation Days**

- A. Twelve month full-time employees who are employed prior to January 1<sup>st</sup> in any year and are employed by the School District on the July 1<sup>st</sup> following shall receive vacation prorated for the number of full months worked for the first year only. (Employees with an effective appointment date prior to the 15<sup>th</sup> day of any month shall receive vacation credits for the full month. Employees with an effective date after the 15<sup>th</sup> of any month shall not receive vacation credits for such month.)
- B. Vacation shall be prorated for the first and last year. For years two (2) through six (6), vacation shall be credited in July. The additional days after the eighth (8<sup>th</sup>) year shall be credited on an employee's anniversary date if the date is after September 30<sup>th</sup>.

1 through 6 years	10 days
More than 6 not exceeding 8 years	15 days
More than 8 not exceeding 9 years	16 days
More than 9 not exceeding 10 years	17 days

More than 10 not exceeding 11 years	18 days
More than 11 not exceeding 12 years	19 days
More than 12 years	20 days

- C. Employees who transfer from a ten month position to a twelve month position shall be allowed credit toward paid vacation allowance as follows:

$$10/12 \times \# \text{ of years} \times \# \text{ of hours}/8$$

- D. In the event that the vacation allowance for a given year is not entirely used within that year, it may be reserved for use in the following year. Vacation credits may be accumulated to a maximum of thirty (30) days. Requests for permission to "carry over" vacation must be filed with the immediate supervisor and referred to the Assistant Superintendent for Human Resources for approval. Accrued prior year's vacation of more than thirty (30) days must be used by September 30<sup>th</sup> of the second year or it will be lost. This provision applies to twelve month employees.
- E. Weekend employees will receive one (1) weekend vacation with pay after twelve (12) months continuous service, two (2) weekends after five (5) years of continuous service and three (3) weekends after ten (10) years of continuous service. As used in this paragraph "weekend vacation" means Saturday and Sunday for an employee working two (2) days a weekend and Saturday or Sunday for an employee working one (1) day a weekend.

### **Section 93**

#### **Sick Leave, Personal Business Leave, Bereavement Leave**

- A. Any new employee will receive benefits prorated per month until the next July 1<sup>st</sup>. The benefits will start on the effective date of Board of Education appointment. This section does not apply to vacation. Thereafter, the annual accrual will be earned on July 1<sup>st</sup>.

For example: twelve month employee hired on February 1<sup>st</sup>.

Sick time = 5 days (one per month)

\*July 1 Sick time = 5 days + 12 days = 17 days

\*Assumes no sick time was used

Employees with an effective appointment date after the 15<sup>th</sup> of any month shall not receive credit for that month.

- B. Twelve month full-time employees, after their first full year of employment, shall be entitled to twelve (12) sick leave days per contract year, an additional four (4) days for personal business and an additional three (3) days for family illness or death of a member of the family other than immediate. All unused leave may be accumulated as sick leave to a maximum of two hundred forty (240) days. Leave shall be credited as of July of each year except for those individuals affected by Section 93(G).

- C. Ten month, full-time employees, after the first full year of employment, shall be entitled to ten (10) sick leave days per contract year, an additional three (3) days for personal business and an additional three (3) days for family illness or the death of a family member other than immediate. All unused leave may be accumulated as sick leave to a maximum of two hundred forty (240) days. Leave shall be credited as of July of each year except for those individuals affected by Section 93(G).
- D. Ten month, part-time drivers, after the first full year of employment, shall be entitled to ten (10) sick leave days per contract year, an additional three (3) days for personal business and an additional three (3) days for family illness or the death of a family member other than immediate. All unused leave may be accumulated as sick leave to a maximum of two hundred forty (240) days. Leave shall be credited as of July of each year except for those individuals affected by Section 93(G).
- E. Employees who show a pattern of absenteeism (authorized vacation days excluded) shall be put on written notice and be dealt with through the progressive discipline procedures contained in this Agreement. A copy of the written notice shall be sent to the CSEA Grievance Chairperson and President.
- F. Bereavement Leave and Personal Business Leave
  - 1. Personal Business
    - a.) Personal business leave shall be used for only those important business affairs which cannot be conducted outside of regular business hours and shall not be used for such matters as social affairs, shopping, working at another job, athletic affairs, recreation or vacation.
    - b.) Employees shall give five (5) work days' notice on a district-approved form prior to taking personal business leave. Personal business leave shall be granted with less than five (5) days' notice only where it was impossible for the employee to give five (5) days' notice. In such cases, the employee shall give as much advance notice as possible, including the reason for the requested personal leave.
    - c.) Personal business leave is not allowed during the first and last week of school, the day before or after a holiday, vacation or recess, nor may personal business leave be taken immediately preceding the effective day of a leave of absence, resignation, termination or retirement without the approval of the Assistant Superintendent for Human Resources.

- 2. Bereavement Leave

All employees shall have available up to four (4) days of paid leave for use in the event of the death of a member of the immediate family or a close relative. For purposes of said leave, immediate family or close relative includes: spouse, child, parent, sibling, grandparent, grandchild, in-law

and any person who lives in the same household with the employee. There may be unusual circumstances for which bereavement leave may apply for other relationships not listed. Such circumstances should be presented to the department head who will discuss with the Assistant Superintendent for Human Resources. A determination would then be made as to leave time that may be applicable. There may be unusual circumstances for which bereavement leave may need to be extended beyond the four (4) day period. (Refer to Section 97 for other leaves). Any such leave shall be available to the employee for each such death that occurs and will not accumulate.

G. Eligibility for Fringe Benefits – Part-Time Employees

To be eligible for any fringe benefits provided for in this Agreement, any new employee hired after July 1, 1981 must be scheduled twenty (20) hours or more per week. New employees scheduled to work less than twenty (20) hours per week will not be entitled to any benefits available in this contract unless otherwise noted. This section would not apply to any employees hired prior to June 30, 1981. Employees who transfer from one position to another or add additional assignments would not be affected. Worker compensation benefits would not be affected by this section.

H. Weekend employees who work two (2) days a week shall receive two (2) leave days for any of the purposes set forth above per school year.

I. Weekend employees who work one (1) day a week shall receive one (1) leave day for any of the purposes set forth above per school year.

J. Jury Duty – Court Appearances

An employee will be entitled to leave for time necessary for appearance in any legal proceeding connected with the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. There will be no loss in pay or reduction in accrued leave.

K. Family Medical Leave Act (FMLA)

1. Purpose of FMLA Leave

Consistent with federal law, the District shall provide up to twelve (12) weeks of unpaid leave to an eligible employee who has a personal serious health condition; who has a spouse, child or parent with a serious health condition for whom the employee must provide care; or who, due to the birth of a child, the placement of a child in foster care or the adoption of a child, seeks such leave.

2. Documentation of FMLA Leave

Documentation of such condition including medical certification is required. An eligible employee must have been employed with the District for one (1) year and have worked one thousand two hundred fifty (1250) hours in that year. FMLA leave shall be available each school year, but shall in no event exceed twelve (12) weeks leave each year. During a period of FMLA leave an employee shall have health insurance continued

by the District at the same rate of District contribution as the employee would receive such insurance if the employee continued on the payroll.

3. Charging FMLA Leave

An employee must charge sick leave, personal leave, unpaid child-rearing leave or other such leave during the FMLA leave if the use of such leave is permissible pursuant to the Agreement. During the period of FMLA absence an eligible employee shall be entitled to return to the same or similar position without any change in status.

**Section 94**

Consecutive Absences – Doctor's Statement

In the event that an employee is absent more than three (3) consecutive days during the school year, he/she may be required to provide the district with a doctor's statement as to the nature of the illness. The nature of illness is defined as a medical note from a State-licensed physician, who upon examining the patient/employee, indicates the date for return to duty of that patient/employee to his/her assignment within the organization.

**Section 95**

Volunteer Firefighters

There shall not be deducted from the salary of an employee who is a volunteer firefighter any pay for the period of time he/she is engaged in fighting a fire, provided he/she has been called for such duty by the officer in charge of the fire company. Said employee may be required to return to work to accomplish or finish an assignment when, in the opinion of his/her immediate supervisor, said assignment is of an emergency nature. The amount of time an employee spends in his/her capacity as a volunteer firefighter shall not be counted when determining those hours which are to be compensated at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate.

**Section 96**

Child-Rearing Leave

Employees will be granted childrearing leave upon written application. Such leave may commence before such expected birth and shall continue for a period not exceeding one (1) year after the birth of the child or other termination of the pregnancy (Re: Civil Service Rule XIX, paragraph 1). For probationary employees, such leave shall be an interruption of the probationary period and not in lieu of service in meeting the requirements of serving a probationary period. An employee will not accumulate additional leave days during such leave or accrue other benefits except as covered by law.

## **Section 97**

### **Other Unpaid Leave**

- A. In extraordinary and unanticipated circumstances, leave without pay, not to exceed twenty (20) days in a calendar year, may be granted by the employee's immediate supervisor with the approval of the Assistant Superintendent for Human Resources. Extensions of such leaves or requests for leave beyond twenty (20) days shall be granted by the Board of Education, the employee's supervisor, and the Assistant Superintendent for Human Resources.
- B. In unusual circumstances, other than those described in paragraph A of this Section, the Board of Education, upon the recommendation of the Superintendent of Schools, may grant an unpaid leave of absence with a maximum duration of one (1) year.



- Employees hired for 6 or more hours Eighty-five Percent (85%)

**Employees hired on or after ratification:**

For Individual: Eighty-five Percent (85%)

Two Person or Family Contributions:

- Employees hired for 4 hours, but less than 5 hours Seventy-five Percent (75%) (two person/family)
- Employees hired for 5 hours but less than 6 Eighty Percent (80%) (two person/family)
- Employees hired for 6 or more hours Eighty-five Percent (85%)

**B. Co-Pays and Deductible**

1. The co-pay amounts for all CDPHP and MVP and any other health insurance programs offered by the District, except the Blue Cross plan, shall be twenty dollars (\$20.00). The major medical deductibles for the Blue Cross health insurance program shall be two hundred fifty dollars (\$250.00) for individuals; five hundred dollars (\$500.00) for two-person or family coverage. The lifetime maximum coverage under the Blue Cross program shall be an unlimited amount. Provided, however, that effective January 1, 2018 MVP and Blue Cross/Matrix will terminate.
2. Arrangements will be made to enable employees to order prescription drugs by mail to provide additional savings. Effective January 1, 2014, employees may participate in CanaRx on a voluntary basis.

Effective January 1, 2018 co-pay amounts for prescription drug plans shall be as follows:

a. Retail (30 to 90 day):

Generic	\$10
Brand Name Preferred	\$20
Brand Name Non-Preferred	\$30

b. Effective July 1, 2018:  
Mail Order (90 day):

Generic	\$0
Brand name	\$40

CanaRx (on a voluntary basis): \$0



C. Premium Cost Sharing – Premium Conversion Plan

1. The District shall establish and offer to all unit members a voluntary premium conversion plan meeting the requirements of applicable sections of the Internal Revenue Code and related regulations in order that contributions made by members of the unit toward medical insurance premiums may be made through such a plan. For those individuals choosing to participate in the voluntary premium conversion plan, the premium will be deducted from pre-tax earnings, and, therefore, their net contributions to the plan will be less than the nine (9) percent for health and prescription drug insurance indicated in Article X, Section 101. In the event that Federal law is changed to no longer allow a premium conversion plan, this provision shall cease to have any force or effect.
2. The District will provide a flexible benefits plan, subject to Federal law, which will provide members of the Negotiating Unit with additional tax savings options. Such benefits will include, but not be limited to, premium conversion, unreimbursed medical costs, child care and elder care. A flexible benefit card will be provided at the employee's expense.

D. Other

A mental health rider is included in CDPHP. Any changes in co-pay or deductible amounts pursuant to the Memorandum of Agreement between the parties dated April 27, 1994, shall not adversely affect the other benefits under the health insurance program. The District shall ensure that health insurance benefits shall be maintained at levels in existence during the 1992-93 school year, except as expressly modified herein.

E. Dental Insurance

The District shall continue the CSEA Benefits Fund Horizon Dental Program, at the composite rate for each employee otherwise eligible for health insurance benefits pursuant to this Agreement. Notwithstanding the provisions of Section 93(G) of this Agreement, those employees who are employed for three (3) hours a day, but less than four (4) hours a day, shall be eligible for individual coverage under the plan. Said employee may obtain family coverage at his/her own expense, with the District contributing that portion of premium equal to the cost of individual coverage.

F. New Vision Care

- i. The District shall contribute \$116 for individual coverage for each benefit eligible employee effective July 1, 2018 to the CSEA Gold Plan Vision Care. Employees may participate in family coverage at the employees own expense.
- ii. Section 102 Prescription Safety Work Glasses shall be eliminated.

G. Extension of Benefits

All health and insurance benefits shall be continued by the District for a period of sixty (60) days for all employees who have exhausted accruals due to disability and/or worker's compensation.

H. Health Insurance Buy-Out

- 1a. An employee who is enrolled in the District's health insurance plan and has proof of alternate health insurance coverage shall have the option of withdrawing from the District's health insurance plan or electing a different coverage option. Such employee shall execute any and all documents necessary to effect such withdrawal or change of option. The District shall pay to such employee, annually, within thirty (30) days following the next December 31<sup>st</sup>, the following sums based upon the benefits the employee received as of such June 1<sup>st</sup>:

Coverage Change	Amount
Eligible for family or 2 person coverage but elects no coverage	\$1,500.00
Eligible for family or 2 person coverage but elects individual coverage	1,250.00
Eligible for individual coverage but elects no coverage	1,000.00

- 1b. If an employee and his or her spouse are employed by the District, one spouse will be eligible for enrollment in the health plan at the two person or family level, and the other spouse will be eligible at the individual level for a buyback. Provided, however, those employees who, as of January 1, 2017, received a different amount shall continue to receive such amount pursuant to Appendix A of the Memorandum of Understanding dated August 28, 2017.
2. Employees enrolled in the District's prescription drug plan but not District Health Insurance Coverage, or vice versa, are not eligible for the buy-out. An employee must waive both prescription drug coverage and health insurance coverage to be eligible for the buyout.
3. Those employees hired on or after September 1, 2010 and who initially decline enrollment in District Health Insurance Coverage, including the prescription drug plan, will be considered eligible for the health insurance buy-out. Such employees must provide the District, at the time of hire and thereafter annually no later than December 15<sup>th</sup>, with proof of alternate health insurance coverage and shall execute any and all documents deemed necessary to qualify for the payment.
4. Those employees with proof of alternate health insurance coverage shall have the option of declining enrollment in District Health Insurance Coverage, including the prescription drug plan, or electing a different coverage option. Such employee must provide the District annually no later than December 15<sup>th</sup> with proof of alternate health insurance coverage for the next calendar year and shall execute any and all

documents necessary to effect a change of option if the employee wishes to be eligible for the health insurance buy-out.

5. Employees listed in the Appendix A only of MOA, dated November 19, 2012, are grandfathered in the health insurance buy-out and are eligible for the buy-out through the above conditions or with the selection of the District's prescription drug plan or health insurance coverage. There will be no retroactive payments.
6. In the event an employee who has elected withdrawal or selected a different coverage option leaves District employment or re-enters the plan following a qualifying event before the end of the year, the District will pay, within thirty (30) days following December 31<sup>st</sup>, a pro rata portion of the amount specified above G(1).
7. In case of such withdrawal or change of option, the District shall no longer be required to contribute towards the cost of such insurance for the balance of the year or, in the case of a change in coverage option, to pay the amount required for the original option the employee had selected.
8. An employee, having withdrawn or declined coverage, may rejoin the plan if he or she is no longer to be covered by such alternate health insurance coverage in accordance with the rules, regulations and procedures of the District's insurance carriers. Such conditions now include the death of a spouse or some other qualifying event as defined by COBRA eligibility.

## **Section 102**

### **Prescription Safety Work Glasses**

Prescription safety work glasses are covered under the CSEA Vision Gold plan.

## **Section 103**

### **Workers' Compensation**

In the case of injury on the job where the employee is eligible for compensation insurance:

- A. The School District will pay full regular salary for the period of the injury to the extent of the accumulated sick leave of the injured employee.
- B. Workers' Compensation benefits will be payable to the School District while the injured employee receives his/her regular pay.
- C. The injured employee's sick leave will be reinstated based upon the ratio of Workers' Compensation payments to the employee's total regular salary paid during the period of lost time due to injury.

- D. Injured employees are allowed to attend Workers' Compensation hearings pertaining to their case at no loss in pay or reduction in accumulated leave credits.

## **Section 104**

### **Disability Insurance**

- A. All eligible employees in the bargaining unit shall be covered by a short-term disability plan. The cost of the plan will be shared on a 50-50 basis. Employees will be eligible to collect fifty (50) percent of their average weekly wage not to exceed the maximum allowed under the New York State Disability Benefits Law for a maximum period of twenty-six (26) weeks. Each disability would start another twenty-six (26) week period.
- B. Employees have a choice of two (2) options.

Option I:	Employee to use sick leave accumulation and receive his or her full salary with the disability check made payable to the School District. Employee's sick time would be reimbursed based on employee's hourly wage.
Option II:	Employee would be placed on direct disability and receive the disability check directly.

- C. While on disability, an employee will be continued on School District health insurance during the period of the disability. The School District would continue to contribute its share and the employee would contribute the required share.
- D. Eligible employees will have coverage from July 1<sup>st</sup> through June 30<sup>th</sup>. Eligible ten-month employees who become disabled during July or August may only choose direct.
- E. Family Medical Leave Act, if eligible, will commence at the beginning of the serious personal illness whether the employee is on sick leave, personal leave, vacation leave or disability insurance leave.
- F. Information concerning time limits, employee's options, coordination with sick leave and continuation of health insurance is available from the office of the Assistant Superintendent for Human Resources.

## **Section 105**

### **Term Life Insurance**

The District shall pay one hundred (100) percent of the individual employee's cost of the term insurance premium for a policy which will be equivalent to one-half (1/2) of an individual's annual salary.

## Section 106

### Retirement Benefits

- A. The District has agreed to provide the following benefits pursuant to the New York Retirement and Social Security Law (NYRSSL) which is administered by the New York State and Local Employees Retirement System. (Note: The benefits an employee is eligible to receive vary depending on which "Tier" he/she is in. This is determined by the date that the employee last joined the Retirement System).
- B. The retirement benefit for Tier I and Tier II members is the Improved Career Retirement Plan (Section 75-i NYRSSL).
- C. Other Tier employees are eligible for retirement plan benefits established by law.
- D. Accumulated sick leave up to one hundred sixty-five (165) days may be applied as additional service credit to retirement on a calendar day basis. This section covers all Tiers in the Retirement System (Section 41j NYRSSL) except Tier 6. Tier 6 employees may apply up to one hundred (100) accumulated sick leave days as an additional service credit to retirement on a calendar day basis.
- E. A guaranteed death benefit prior to retirement. All Tiers are different (60b NYRSSL).
- F. Detailed information is available from the New York State and Local Retirement System.
- G. Health Insurance for Retirees
  - 1. Effective July 1, 2009, in the event a full-time employee has worked for the District a minimum of:

<b>Years of Employment Hours per Day</b>	<b>Percent of District Medical Contribution (Individual)</b>	<b>District Drug Contribution</b>
10 years or more 6 hours per day or more	75%	\$500.00
20 years or more 4 hours or more	Employees who retire on or after January 1, 2010 – 90%	75%
	Employees who retire on or after January 1, 2011 – 89%	75%
Employees hired after ratification of the agreement who work 20 years or more 4 hours per day or more	88%	75%

- 2. Effective January 1, 2014, in the event a full-time employee has worked for the District a minimum of:

<b>Years of Employment Hours per Day</b>	<b>Percent of District Medical Contribution (Individual)</b>	<b>District Drug Contribution</b>
10 years or more 6 hours per day or more	75%	\$500.00
20 years or more 4 hours or more	District will pay premium for individual coverage at the same level as active coverage at the time of the employee's retirement.	75%
Employees hired after ratification of the agreement who work 20 years or more 4 hours per day or more	87%	75%

3. An employee who meets the above service criteria will be eligible for continuation in the District health insurance program with the District's contribution based on the above percentages.
4. An employee who was enrolled in the District's health insurance plan on the date of retirement, who has health insurance coverage from another source, and who does not elect to continue participation in the District's plan immediately upon retirement may rejoin such plan at a later date in the event he or she loses such alternate insurance coverage, under conditions acceptable to the District's then health insurance carrier. Such conditions now include the death of a spouse or some other qualifying event.
5. An employee who meets the above service criteria for continuation in the District's health insurance program may elect to apply the District contribution (as set forth above) to the cost of two-person or family coverage. Should the retired employee predecease his/her spouse, the survivor would be entitled to the same percentage of coverage enjoyed by the retired employee at the time of death, unless the surviving spouse is already covered under employment at equal or better coverage. The surviving spouse is entitled to single coverage only.

H. Payment Upon Retirement

1. Effective July 1, 2015, a full-time employee [defined as six (6) hours or more per day] has worked for the District a minimum of fifteen (15) years [ten (10) of which have been at full-time] on the effective date of retirement, the employee shall be eligible up to thirty-five (35) days pay at the then current daily rate for that employee based on the employee's sick leave credits accrued and unused, provided that the employee has provided one (1) month's written notice to the Assistant Superintendent for Human Resources of his/her retirement. If such employee has up to ten (10) additional sick leave days accumulated and unused beyond the 35 days, the District shall pay one-half (1/2) the value of each sick day for up to a total of five (5) days. These days shall continue to be applied to Section 41j.

## Section 107

### Longevity

- A. Full-time employees [defined as six (6) or more hours per day], after rendering continuous and satisfactory service, shall be paid a longevity payment as follows:

#### LONGEVITY

	2015-16		2016-17		2017-18		2018-19		2019-20	
	12-Month Employees	10-Month Employees	12-Month Employees	10-Month Employees	12-Month Employees	10-Month Employees	12-Month Employees	10-Month Employees	12-Month Employees	10-Month Employees
Length of Service	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount
After 9 yrs	\$ 417.07	\$ 361.47	\$ 423.33	\$ 366.89	\$ 427.98	\$ 370.93	\$ 431.24	\$ 373.75	\$ 433.48	\$ 375.69
After 14 yrs	\$ 417.07	\$ 361.47	\$ 423.33	\$ 366.89	\$ 427.98	\$ 370.93	\$ 431.24	\$ 373.75	\$ 433.48	\$ 375.69
After 19 yrs	\$ 500.48	\$ 439.32	\$ 507.99	\$ 445.91	\$ 513.58	\$ 450.81	\$ 517.48	\$ 454.24	\$ 520.17	\$ 456.60
After 24 yrs	\$ 500.48	\$ 439.32	\$ 507.99	\$ 445.91	\$ 513.58	\$ 450.81	\$ 517.48	\$ 454.24	\$ 520.17	\$ 456.60

- B. Effective July 1, 2010, each of the above longevity payments will be increased by the percent of general salary increase.
- C. Employees shall receive longevity payments after rendering continuous and satisfactory service based on the chart above, and the criteria listed below:

Employed for less than 4 hours	-0
Employed equal to, or more than 4 and less than 6 hours	-½ payments stated above
Employed more than 6 hours	-Full payment as stated above

- D. Effective July 1, 2010, full-time employees will receive all longevity payments in one lump sum once per fiscal year on November 15<sup>th</sup>. Employees who resign or retire after June 30<sup>th</sup>, but before their anniversary date, will receive pro-rated longevity payments with their final paycheck.
- E. An adjustment of pro-rated longevity payments will be made in the first year that this Agreement is in effect.

## Section 108

### Mileage Reimbursement

Mileage will be paid to all staff, based upon Federal Internal Revenue Service rates, who are directed by their supervisor to use their personal vehicles for school business to off-campus locations in accordance with Board of Education policy.

## **Section 109**

### **Salary Schedule**

All employees with classification covered by this Agreement will be paid in accordance with the salary schedule listed at the end of the contract and only be eligible for the same fringe benefits for either twelve or ten month employees. The School District will endeavor whenever possible to place a new employee at Step 1.



## ARTICLE XI

### CLERICAL

#### Section 111

##### Working Hours

Twelve and ten month clerical employees only.

A. Regular eight (8) working hours daily, plus one-half (1/2) hour for lunch.

B. Summer

July 1<sup>st</sup> through August 31<sup>st</sup>: Seven (7) working hours, plus one-half (1/2) hour for lunch.

C. Student Vacation Periods and Holidays

Six and one-half (6 ½) working hours, plus one-half (1/2) hour for lunch. This provision does not apply to days when school is closed for inclement weather.

D. Coffee Break

A fifteen (15) minute coffee break will be available once in the morning and once in the afternoon.

E. Hourly Rates

Hourly rates for twelve month employees are established in the salary schedule. Hourly rates for ten month employees shall be established by dividing the annual wage by 1520 hours for 190 days. Seven (7) hour clerical employees shall be established at 1330 hours for 190 days. All ten month clerical employees work 180 day.

F. Emergency Days

It is understood that all twelve month employees will report to work on emergency days. Clerical hours shall be 8:30 a.m. to 3:30 p.m. Any twelve month employee who works less than the specified hours on an emergency day must charge the time not worked to that employee's personal leave or accrued vacation time. In the event that an employee has no vacation time available, such time shall be charged against the individual's personal leave.

G. Hours for Library and Faculty Typists

All individuals employed as library or faculty typists in the School District will work a seven (7) hour day, exclusive of lunch, except the middle schools' library typists.

## **Section 112**

### **Provisional Appointments**

- A. The School District agrees to follow Rule XVI, Number 2, of the Saratoga County Rules and Regulations for the Classified Civil Service of Saratoga County.
- B. The above Rule pertains to the provisional appointment of a permanent employee when such permanent employee fails to qualify for a permanent appointment. The Rule provides that the vacant position be filled on a temporary basis only pending his/her reinstatement or permanent appointment.

## **Section 113**

### **Reclassification of Position**

If an employee holds a permanent appointment and the position is reclassified downward by the Saratoga County Civil Service Commission, the employee will continue to be paid his/her previous salary rate for the duration of the contract, as long as said employee holds this position. If a position is reclassified upward by the Saratoga County Civil Service Commission, the employee will receive the new rate of pay for the reclassified position and will not be required to serve a probationary period or to obtain the results of Civil Service tests prior to receiving such compensation.

## **Section 114**

### **Clerical Titles/Labor Management**

During the term of the Agreement, the Labor-Management forum is an appropriate resource to evaluate substantial modifications of responsibilities for bargaining unit titles. The parties retain the right to adjust the title and rate of compensation for positions the parties mutually agree warrant consideration following justification. This modification in salary adjustment would be executed upon the mutual consent of the duly authorized management and labor representatives.

## **Section 115**

Clerical pay groups are identified in Appendix B.

## **ARTICLE XII**

### **NURSES**

#### **Section 121**

##### Work Year

All nurses will work eight (8) hours a day [including a one-half (1/2) hour lunch] for 180 days during the school year.

#### **Section 122**

##### Annual Review of Student Records

Each school nurse shall be required to work four (4) extra days, with pay, prior to or on orientation day for the purpose of screening, reviewing, and assessing student health records. The decision as to when the school nurse shall work these extra days shall be made administratively by the Superintendent or his/her designee in conjunction with the appropriate building principal.

#### **Section 123**

##### Kindergarten Registration and Physicals - Premium Compensation

A nurse may be requested to work after his/her normal work hours to assist with kindergarten registration and physicals (for example, cafeteria workers, bus drivers and interscholastic sports – fall, winter and spring). The nurse will be paid one and one-half (1 ½) times his/her hourly rate for all hours worked in excess of his/her regular work day. The hourly rates will be computed by dividing annual compensation by 1520 hours. A nurse will be paid one and one-half (1 ½) times his or her hourly rate for all hours worked in performing sports clearances in the summer.

#### **Section 124**

##### Premium Compensation

If a nurse receives authorization from his or her building principal to return to work after his or her regular work day, he or she shall be paid one and one-half (1 ½) times the hourly rate, except for those meetings stated in Section 126.

#### **Section 125**

##### In-Service Programs

Each school nurse shall be provided five (5) days during the course of the regular school year to attend workshops and/or in-service programs without loss of pay and with prior approval of the building principal and the Assistant to the Superintendent or his/her designee.

## **Section 126**

### **Meetings**

The District has the authority to call a maximum of eight (8) meetings a year of registered nurses after the end of the regular work day (without additional remuneration provided).

## **Section 127**

### **Call-In Pay**

When a school nurse has returned home after the completion of his or her normal work day and is recalled to work, the nurse will be paid a minimum of two (2) hours at time and one-half (1 ½) pay.

## **Section 128**

### **Additional Stipends**

The District will provide a stipend for the following positions:

	<b>2016-17 1.5%</b>	<b>2017-18 1.1%</b>	<b>2018-19 .76%</b>	<b>2019-20 .52%</b>
Coordinator	\$3,304.92	\$3,337.98	\$3,363.35	\$3,380.84
Medical Staff Scheduler	\$1,241.30	\$1,253.71	\$1,263.24	\$1,269.81

The above compensation rates will be adjusted annually, based upon the annual percentage rate of salary increase as agreed by the parties.

## ARTICLE XIII

### CLEANERS, MAINTENANCE, AUTO REPAIRERS, GROUNDSKEEPERS, SECURITY AND SCHOOL TECHNOLOGIST/COMMUNICATIONS TECHNICIAN

#### Section 131

##### Cleaners

- A. The District will provide a complete uniform to cleaners appointed by the Board of Education and reimburse up to two hundred sixty dollars (\$260) for the purchase of slip resistant work boots, shirts and other clothing. Any and all claims for reimbursement must be submitted to the District on the approved form provided by the District twice per fiscal year no later than October 15<sup>th</sup> for payment on November 15<sup>th</sup>, and again no later than April 15<sup>th</sup> for May 15<sup>th</sup> payment. The shirt shall be worn at all times when the Cleaner is on duty except for summer cleaning. The District shall establish the specifications for the shirts which shall contain a District logo.
- B. Head Night Cleaners shall be paid on the appropriate step of the Cleaner salary schedule and will receive an hourly differential as follows:

##### Differential

2016-2017

\$1.75/hour

- C. Any employee who works as a replacement for a supervisor shall be paid the Head Night Cleaner differential above his or her regular rate at the completion of the first eight (8) consecutive hours.
- D. A Head Night Cleaner who works as a replacement for a day Custodian shall be paid an additional differential as per Section 131.B.
- E. A fifteen (15) minute coffee break will be available once every four (4) hours.
- F. All overtime work shall be offered to employees in a building based upon the skills needed to perform the work. The rotation system will start with the most senior person followed, in turn, to the least senior person.
- G. If there is not a sufficient number of Cleaners in the building to perform the overtime, the overtime shall be offered to the employees on a list of trained Cleaners who have indicated a desire to perform overtime work in the building, in order of seniority. If all the employees on the list decline the offer, the District may make arrangements for the overtime to be performed by other District personnel. A Cleaner on a building list who has received training and who declines overtime work three (3) times shall be removed from that list and shall not be called thereafter for the remainder of that school year.
- H. The overtime record will be maintained in the employees' department office and may be reviewed by the employee and the CSEA Grievance Chairperson, upon

request. The Director of Facilities, or his or her designee, may declare an emergency and require an employee to be recalled or to remain at work.

- I. A Cleaner may voluntarily remove his or her name from the list on a temporary basis by notifying management, in writing.

## **Section 132**

### Building Maintenance

#### A. Clothing Allowance

The District will provide a complete uniform to building maintenance staff appointed by the Board of Education and reimburse up to three hundred dollars (\$300). Any and all claims for reimbursement must be submitted to the District on the approved form provided by the District twice per fiscal year no later than October 15<sup>th</sup> for payment on November 15<sup>th</sup>, and again no later than April 15<sup>th</sup> for May 15<sup>th</sup> payment. The employee is responsible for maintaining the clothing in a proper condition.

- B. The Building Maintenance Crew Chief shall be paid on the appropriate step of the Building Maintenance salary schedule and will receive an hourly differential as follows:

#### Differential

2016-2017	\$1.75/hour
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#### C. Second Shift

1. The CSEA agrees that the District retains the prerogative to create a second shift. The hours for such a second shift in the maintenance department shall be 2:00 p.m. to 10:30 p.m.
2. A Crew Chief position on the second shift will be established in conformity with Section 42 of this Agreement and will receive an hourly differential as follows:

#### Differential

2016-2017	\$2.75/hour
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3. The two (2) additional positions on the second shift shall receive an additional one dollar (\$1.00) per hour with no paid lunch.
4. Maintenance department personnel shall not be reassigned from their regular work shift assignment; however, based on demonstrated need, the District may request voluntary temporary shift reassignment with reasonable prior notice to the effected employees. Said requests shall not be for the purpose of avoiding overtime pay.

#### D. Coffee Break

A fifteen (15) minute coffee break will be available once every four (4) hours.

- E. The District shall reimburse the cost for the expenses incurred through compliance with State Mandated Drivers Certification of authorized maintenance personnel with prior approval of the Director of Facilities.

### **Section 133**

#### **Automotive Repairers**

A. Uniforms

The District shall implement a mandatory uniform program for automotive repairers. The District shall provide eleven (11) shirts and eleven (11) pants and two (2) jackets (dark blue) for each covered employee. In addition, the District shall provide each employee, on an annual basis, with a pair of OSHA-approved, safety-toe safety shoes. The selection of the safety shoes and the vendor will be jointly decided by a representative of the administration and a representative of the Association. Both representatives will work primarily within the Transportation Department. In the event of unusual wear or damage due to work-related activities, the District will make arrangements to replace the safety shoes in a timely manner. Both the uniforms and safety shoes referred to in this section will be worn on the job.

B. Senior Auto Mechanic Differential

1. Senior Auto Mechanic shall be paid on the appropriate step to the Auto Repairer salary schedule and will receive an hourly differential as follows:

Differential

2016-2017

\$2.75/hour

2. Any employee who works as a replacement for a supervisor shall be paid the Senior Auto Mechanic differential above his/her regular hourly rate at the completion of the first eight (8) consecutive hours.

C. Coffee Break

A fifteen (15) minute coffee break will be available once every four (4) hours.

- D. The District shall assume the cost for expenses incurred through compliance with State Mandated Drivers Certification of authorized auto repairer personnel with prior approval of the Director of Transportation.

- E. The District will reimburse up to four hundred dollars (\$400.00) per year to replace and upgrade tools required for the performance of the job responsibilities of automotive repairers who provide their own tools. The list of tools required for the performance of duties shall be discussed in the Labor Management Committee and may be amended from time to time, as specified in a side letter between the parties.

## Section 134

### Groundskeepers

- A. The District will provide a complete uniform to members of the groundskeeping staff appointed by the Board of Education and reimburse up to three hundred dollars (\$300). Any and all claims for reimbursement must be submitted to the District on the approved form provided by the District twice per fiscal year no later than October 15<sup>th</sup> for payment on November 15<sup>th</sup>, and again no later than April 15<sup>th</sup> for May 15<sup>th</sup> payment. The employee is responsible for maintaining the clothing in a proper condition.

B. Coffee Break

A fifteen (15) minute coffee break will be available once every four (4) hours.

- B. The District shall assume the cost for expenses incurred through compliance with State Mandated Drivers Certification of authorized grounds personnel with prior approval of the Director of Facilities.

- D. The Groundskeeper Crew Chief shall be paid on the appropriate step of the Groundskeeper salary schedule and will receive an hourly differential as follows:

Differential

2016-2017	\$1.75/hour
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## Section 135

### Security

A. Crew Chief Differential

The Security Crew Chief shall be paid on the appropriate step of the Security salary schedule and will receive an hourly differential as follows:

Differential

2016-2017	\$1.75/hour
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Any employee who works as a replacement for a supervisor shall be paid the Security Crew Chief differential above his or her regular rate at the completion of the first eight (8) consecutive hours.

B. Coffee Break

A fifteen (15) minute coffee break will be available once every four (4) hours.

C. Training Courses



The District will reimburse members of the security staff for participating in any training courses required by the District.

D. Clothing Allowance

The District will provide a complete uniform to members of the security staff appointed by the Board of Education and reimburse up to three hundred dollars (\$300). Any and all claims for reimbursement must be submitted to the District on the approved form provided by the District twice per fiscal year no later than October 15<sup>th</sup> for payment on November 15<sup>th</sup>, and again no later than April 15<sup>th</sup> for May 15<sup>th</sup> payment. The employee is responsible for maintaining the clothing in a proper condition.

**Section 136**

School Technologist/Communications Technician

- A. For purposes of a training period, effective July 1, 2010 the Communications Technician will move to midpoint between step 3 and 4 on the School Technologist salary schedule. Effective July 1, 2011 the Communication Technician will move to step 4 on the School Technologist salary schedule.

The Communications Technician will remain responsible for all of his current duties and will assume new responsibilities and additional duties consistent with the School Technologist position.

- B. A fifteen (15) minute coffee break will be available once every four (4) hours.

## **ARTICLE XIV**

### **BUS DRIVERS**

(Full-Time, Regular Part-Time, School Bus Monitors  
and Bus Port Attendants)

#### **Section 141**

A. Additional Pay in Lieu of Holiday Pay

Bus drivers, bus monitors and bus port attendants will be paid an amount equivalent to ten (10) additional days of driving. Bus drivers, bus monitors, and bus port attendants will receive this amount in a separate check in June. Bus drivers, bus monitors and bus port attendants appointed for less than a full year will have these additional days prorated.

B. Work Year/ Work Day

Sections B 1, 2 and 3 are effective through June 30, 2018:

1. Bus drivers, bus monitors and bus port attendants will be guaranteed 180 days per school year.
2. However, if the number of days required does not require 180 days driving, bus drivers and bus monitors will be required to use one (1) day to wash and clean their assigned buses. If the time required to clean and wash exceeds the blocks to be paid, the bus driver and bus monitor will be paid the extra time at Step 1 of the Cleaners schedule.

Effective through June 30, 2018:

3. If a bus driver or bus monitor does not elect to clean and wash his or her assigned bus, the bus driver or bus monitor will not be paid for 180 days. This time will be used by the Transportation Department to assign other bus drivers to clean and wash buses during July and August. A maximum of one (1) day would be deducted ( $180 - 1 = 179$  days).

**Effective July 1, 2018:**

4. Any transportation employee who has bid on an assignment of less than 180 days will be placed on base pay for the number of school days in the bid. For example, if a private school is in session 170 school days, the employee who bids on the run will be placed on 170 day base pay. If the employee chooses to work on one or more of the days that the District is in session and the private school is not in session, the employee shall report to work, substitute on available runs and will be paid the employee's regular rate on those runs for all time worked. Notice of the number of days of base pay and the ability to work as a substitute at the regular rate of pay shall be included with bid documents.
5. Bus drivers, bus monitors and bus port attendants eligible for base pay pursuant to Section 81.C shall be eligible for additional pay at their base

hourly rate for attendance at mandatory meetings scheduled by the District. Bus drivers, bus monitors and bus port attendants not eligible for base pay pursuant to Section 81.C shall be eligible for additional pay at their hourly rate for attendance at mandatory meetings scheduled by the District.

6. Bus drivers, bus monitors and bus port attendants shall be paid for participation in meetings with parents concerning student discipline, unless such meeting occurs during otherwise paid work time.

## **Section 142**

### **Dry Runs, Outline Preparation**

- A. All bus drivers and bus monitors shall make a dry run of the route to which they are assigned prior to the opening of school at their driving and bus monitor rate, not to exceed the maximum block of time assigned to that route.
- B. Bus drivers who prepare a written outline, or substantially revise an outline, shall be paid an additional one-half (1/2) hour pay for the preparation of each route outline per run. In the event an employee has a fifteen (15) minute or more layover between runs, he or she will only be granted an additional fifteen (15) minutes pay for the preparation of that particular bus route outline. All bus drivers shall be paid for each additional route outline at any time of the year at the request of the Director of Transportation. This language shall not be interpreted to apply to updating route outlines.

## **Section 143**

### **Sick Leave**

Sick leave for all bus drivers, bus monitors and bus port attendants shall be based on original runs as of September of each school year. If runs are adjusted, there will be an adjustment in sick leave.

## **Section 144**

### **Commercial Driver's License**

All transportation personnel required to drive a school bus shall possess a Commercial Driver's License ("CDL") "B" License with a "P" and "S" endorsement.

## **Section 145**

### **Laws and Regulations**

Bus drivers shall be required to comply with all provisions of the regulations issued pursuant to Article 19A and Commercial Driver's License (CDL) of the New York State Vehicle and Traffic Law, Section 3624 of the Education Law and Part 156.3 of the Regulations of the Commissioner of Education.

## **Section 146**

### **Seniority**

- A. Bus drivers, bus monitors and bus port attendants shall have their seniority commence at the time that they are given a permanent block as awarded by the Director of Transportation.
- B. There shall be three (3) seniority lists:
  - 1. Part-time and full-time bus drivers
  - 2. School bus monitors
  - 3. Bus port attendant
- C. Any bus driver, bus monitor and bus port attendant who changes from part-time to full-time or full-time to part-time shall take with him or her any and all seniority rights said person has accrued; that is, persons who change positions will be inserted on the list where their seniority places them.

## **Section 147**

### **Physical Examinations**

All bus drivers are required to complete an annual physical examination. This is the minimum requirement and, if the bus driver has a particular physical problem (diabetic, etc.) he or she, pursuant to law, may be required to have a physical examination every six (6) months. All transportation employees who require a physical to meet the New York State Education Law and New York Vehicle and Traffic Law will have a physical in a timely manner. In order to accomplish this task, the following procedures will apply:

- A. Physicals will be conducted throughout the year in accordance with Federal DOT Regulations.
- B. A listing of appointment days and times in will be posted on the bulletin board for employees to sign.
- C. If an employee does not sign the appointment posting, the employee will be solely responsible to call and schedule an appointment. It is understood that scheduling problems will be worked out between the physician's office and the employee. If a serious appointment/schedule problem should arise because the physician and the employee cannot agree on a date/time, the District will intervene only to work on a compromise for both parties.
- D. If an employee does not complete his or her appointment (no show), the employee will be disqualified from driving a school bus until he or she receives and qualifies.
- E. All physicals must be conducted by the designated school physician.
- F. Each bus driver will be paid one (1) hour for the annual physical and two (2) hours for the required road test and PPT test.

- G. Each bus aide, monitor, attendant will be paid one (1) hour for PPT test.

### **Section 148**

#### Post Accident Physical Examination

Bus drivers involved in a serious bus accident may be asked to have a physical examination. This is to ensure that they are okay to drive, as well as to determine if they have a particular physical handicap that may have resulted in the accident occurring in the first place. This decision is in no way meant to be punitive, but rather to ensure the health and safety of everyone involved.

### **Section 149**

#### Road Tests School Bus Monitors

School bus monitors are not required to complete a District-administered road test.

### **Section 150**

#### Reporting for Duty

The District, with the agreement of CSEA, will establish procedures to confirm that bus drivers, bus monitors and bus port attendants drivers have reported for work.

## ARTICLE XV

### BIDDING AND BLOCKS

#### Section 151

##### Bidding

Sections A-C are effective through June 30, 2018:

- A. Regular part-time bus drivers, bus attendants/monitors and bus port attendants may choose, by seniority, blocks of time up to a maximum of eight (8) hours per day, maximum of forty (40) hours per week within the blocks of time scheduled routes the District determines.
- B. A seniority list will be established for school bus monitors, and they shall bid on runs based on seniority. Special problems for certain students will be discussed with the Director of Student Services to determine whether such change will adversely affect the students riding said vehicle. Should such determination be made by the Director of Student Services, then there will be no change in the school bus monitor's assignment.
- C. Bus drivers and school bus monitors will be expected to work the assigned time on a daily basis. Additional time for unusual delays, discipline, etc. should be expected. The guaranteed blocks of time should result in an "averaging" out over the full school year. Only if the pattern of extra time is constant will an adjustment be made to the block.
- D. **Effective July 1, 2018**, the following process shall be implemented:
  - i. Regular part-time bus drivers, bus attendants/monitors and bus port attendants may choose, by seniority, blocks of time up to a maximum of eight (8) hours per day, maximum of forty (40) hours per week within the blocks of time scheduled.
  - ii. A seniority list will be established for school bus attendants/monitors, and they shall bid on runs based on seniority. Special problems for certain students will be discussed with the Director of Student Services to determine whether such change will adversely affect the students riding said vehicle. Should such determination be made by the Director of Student Services, then there will be no change in the school bus attendant's/monitor's assignment.
  - iii. Bus drivers and school bus attendants/monitors will be expected to work the assigned time on a daily basis. Additional time for unusual delays, discipline, etc. should be expected. The guaranteed blocks of time should result in an "averaging" out over the full school year. Only if the pattern of extra time is constant will an adjustment be made to the block.

## Section 152

### Bidding Procedure

Sections A and B are effective through June 30, 2018:

- A. Commencing no sooner than August 20<sup>th</sup> of each year the District shall establish blocks to work and post said blocks to be bid on the basis of seniority. Bidding shall take place during scheduled day(s) in August.
- B. Bus drivers, bus monitors and bus port attendants shall be paid a maximum of one (1) hour for participation in the August bidding at a rate of fourteen dollars (\$14.00) per session.
- C. **Effective July 1, 2018**, the following process shall be implemented:
  - i. Bidding will be scheduled after August 20<sup>th</sup> and prior to the 1<sup>st</sup> day of school. The school district may post blocks anytime during the month of August after review by the CSEA committee when blocks are ready for viewing and at a minimum three days prior to the established bidding date.
  - ii. Bus drivers, bus monitors and bus port attendants shall be paid a maximum of one (1) hour for participation in the August bidding process at a rate of fourteen dollars (\$14.00).

## Section 153

### Blocks

CSEA recognizes the authority of the District to establish blocks of time providing separate blocks for morning, noon and afternoon work. No blocks will be marked "as assigned", except as provided in paragraph D of this section.

Sections A – D are effective through June 30, 2018:

#### A. Regular Permanent Blocks

A minimum of twenty (20) three (3) hour blocks will be established for morning work and twenty-five (25) three (3) hour blocks will be established for afternoon work. In addition, there shall be a minimum of eight (8) three (3) hour blocks for station wagon drivers for both morning and afternoon work. The District may establish up to thirty (30) two (2) hour blocks for morning work and thirty (30) two (2) hour blocks for afternoon work. All other blocks shall be minimum two and one-half (2 ½) hour blocks, except that kindergarten blocks may be minimum two (2) hour blocks. In the event that the District finds it necessary to create new blocks during the course of the school year, such new blocks may be any time period of two (2) hours, two and one-half (2 ½) hours or three (3) hours. Blocks in excess of three (3) hours may be established based on demonstrated need and following consultation with CSEA.

B. Combined Permanent Blocks

Combined Permanent Blocks are combined AM and PM runs. The District may establish up to thirty (30) bus blocks (excluding station wagon blocks) which may be four (4), five (5) or six (6) hour blocks. Whenever possible, the runs will be the same in the AM and PM.

C. Permanent Field Trip Blocks

Permanent Field Trip Blocks are blocks in either the AM or PM which guarantee two (2), two and one-half (2 ½) or three (3) hours. Bus drivers bidding on these blocks will drive field trips that cannot be assigned to regular drivers on the trip list because of conflicts with regular routes. Field trip drivers, with at least twenty-four (24) hours notice, must be available to drive trips that start either earlier or later than their normal blocks and drive the entire trip, even if it extends beyond the guaranteed block. Bus drivers will be paid for all hours worked. When not needed for field trips, bus drivers will be used to cover other routes or related work and be paid the guaranteed time.

D. Permanent Blocks Without Runs

Permanent blocks without runs are blocks in either the AM or PM which guarantee either two (2), two and one-half (2 ½) or three (3) hours. These blocks will not have runs incorporated in them. Bus drivers bidding on these blocks will be used to cover other regular routes or related work. These drivers will not be used to drive field trips.

E. **Effective July 1, 2018**, the following procedure shall be implemented:

CSEA recognizes the authority of the District to establish blocks of time providing separate blocks for morning, noon and afternoon work. No blocks will be marked "as assigned".

i. Regular Permanent Blocks

The District will establish blocks no less than 2 hours, up to 4 hour blocks in 15 minute increments. Blocks will be the following: 2 hours, 2 hours 15 minutes, 2 hours 30 minutes, 2 hours 45 minutes, 3 hours, 3 hours 15 minutes, 3 hours 30 minutes, 3 hours 45 minutes or 4 hours. Blocks will be configured to best suit the needs of the students' programs. The District will pay drivers and bus attendants/monitors /bus port attendants based on the block successfully bid. These blocks may include morning, noon, and afternoon work. Bidding will be based on seniority.

Kindergarten blocks may be a minimum two (2) hour blocks. In the event that the District finds it necessary to create new blocks during the course of the school year, such new blocks may be any time period between two (2) hours, and four (4) hours, in 15 minute increments. Blocks will be the following: 2 hours, 2 hours 15 minutes, 2 hours 30 minutes, 2 hours 45 minutes, 3 hours, 3 hours 15 minutes, 3 hours 30 minutes, 3 hours 45 minutes or 4 hours.



ii. Combined Permanent Blocks

Combined Permanent Blocks are combined AM and PM runs. The District may establish up to thirty (30) combined bus blocks which may be up to eight (8) hour blocks. Whenever possible, the runs will be the same in the AM and PM.

iii. Field Trip/Flexible Shuttle Blocks

Permanent Field Trip/Flexible shuttle blocks are blocks in either the AM or PM which guarantee a minimum of two (2), up to a maximum of four (4) hours. Bus drivers bidding on these blocks will drive any type of run, sports, educational, shuttle, homeless, medical or field trips that cannot be assigned to regular drivers on the trip list because of conflicts with regular routes. Permanent Field Trip/Flexible shuttle drivers, with at least twenty-four (24) hours' notice, must be available to drive trips that start either earlier or later than their normal blocks and drive the entire trip, even if it extends beyond the guaranteed block. Bus drivers will be paid for all hours worked Permanent Field Trip/Flexible shuttle drivers will be paid their guaranteed block or any time before or after their block time. Permanent Field Trip/Flexible shuttle Bus drivers will be used to cover open routes or related work first and be paid the guaranteed time. When used first to cover open routes, permanent field trip/flexible shuttle block drivers will return field trips utilizing the regular bus drivers' field trip seniority list if they were assigned to the field trip on any given day as part of their normal field trip. All drivers will be assigned in rotation. Permanent Field Trip/Flexible shuttle block drivers will be filled with work utilizing the full block time. Permanent Field Trip/Flexible shuttle block drivers will drive all vehicles that are assigned to the routes: i.e. 3hr. block filled with another 3hr block or combination of pieces of work and assigned bus 109 a wheel chair bus. Permanent field trip/flexible shuttle block drivers will remain on standby for the duration of their block and available to work if their assignment is less than their block. In the event the permanent field trip/flexible shuttle driver cannot drive the first part of the field trip (drop-off) any 19-A driver may be used including but not limited to mechanics or dispatchers.

## **Section 154**

### **Rebidding**

A. This section shall apply to all bus blocks.

- i. The District shall have the authority to change bus blocks during the course of the school year to meet students and program needs. A block shall be considered changed if time is added to, or deleted from, a block, or an entire run is added or deleted within a block. These changes shall be accomplished by inverse order of seniority.
- ii. At any time during the course of the year, the District shall have the authority to change bus blocks if any of the following conditions occur. If time is added or deleted to/from the block and the time exceeds twenty (20) minutes or more the block shall be posted for all to bid on. The bus driver

or bus monitor/bus attendant/bus port attendant may then bump any bus block driven by those bus drivers or bus monitor/bus attendants/bus port attendants below them in seniority. If time is reduced from the block, then the bus driver or bus monitor may bump any bus block driven by those bus drivers or bus monitors below them in seniority.

- B. All bus drivers, bus monitors and bus port attendants who have had their blocks changed shall be eligible to bid on those blocks held by bus drivers, bus monitors and bus port attendants with less seniority. All bus drivers, bus monitors and bus port attendants who are "bumped" out of their block by such bidding shall also be eligible to bid on those blocks held by bus drivers, bus monitors and bus port attendants with less seniority with the same amount of block time or less.

## **Section 155**

### **Bidding on New or Vacant Blocks**

- A. During the course of the school year if new blocks of time are established or blocks of time already assigned are vacated by the bus driver, bus monitor and bus port attendant assigned thereto, or it is known in advance that the bus driver, bus monitor and bus port attendant assigned will be absent for thirty (30) working days or more, such block of time, which includes the employee's morning and afternoon runs, shall be posted for three (3) working days and bid together on the basis of seniority. In the case of a temporary vacancy only one (1) re-bid of the runs of the assigned bus drivers, bus monitors and bus port attendants will be required. Any vacancy resulting from that re-bid will be offered to a substitute bus driver, bus monitor and bus port attendant by seniority for the duration of the vacancy.
- B. Bus drivers, bus monitors and bus port attendants shall be permitted to bid, pursuant to this section, only on those blocks which would increase their hours and any bus driver, bus monitor and bus port attendant [except eight (8) hour drivers] already assigned a block of time, shall not be able to relinquish his or her own block of time in order to drive the blocks of time of another bus driver who may be absent. All other routes for which a bus driver, bus monitor and bus port attendant is necessary after the beginning of the school year shall be filled without regard to seniority, except as required by the rebid procedures of Section 154 of this Agreement.
- C. The District will be allowed a maximum of thirty (30) working days, including time for bidding, before a new or vacant block must be awarded. This would include noon bus routes.
- D. Any additions/deletions which increase/decrease blocks of time twenty (20) minutes or more shall be posted and bid by seniority.

## Section 156

### Maintenance of Blocks

Sections A – G are effective through June 30, 2018:

Bus drivers and bus monitors awarded blocks in each of the groupings shall drive the designated block for the entire school year with the following exceptions:

- A. The bus driver or bus monitor has bid to another assignment.
- B. If a larger block of time becomes available on a permanent and/or temporary basis, unless the bus driver or bus monitor chose not to bid the same size block, a bus driver or bus monitor may select the additional time period.
- C. If a bus driver chose not to bid on a field trip block/flexible shuttle block, of any time, he or she may also select the additional time period.
- D. If the individual bus driver's, bus monitor's or bus port attendant's personal health is of concern or unusual circumstances occur which are beyond the bus driver's control (e.g. change of job, family illness), the change must have the Director of Transportation's and the CSEA President's approval.
- E. Bus drivers, bus monitors and bus port attendants are expected to stay with their block assignments and will not move laterally or downward unless for the reasons stated above, or pursuant to Section 154 during the November bid.
- F. Blocks of time in each group will be awarded by seniority. A senior bus driver, bus monitor or bus port attendant may choose to bid on a lesser block of time. If it is the choice of the bus driver, bus monitor or bus port attendant to bid for less time than he/she is eligible, the bus driver, bus monitor or bus port attendant cannot later choose to bid on a larger block of time for the entire school year, except as provided in Section 154. A bus driver, bus monitor or bus port attendant may change the decision from year to year. If the bus driver, bus monitor or bus port attendant works less than four (4) hours a day, he or she will lose benefits unless grandfathered pursuant to Section 93(G).
- G. All noontime blocks shall be treated the same as AM and PM runs and all rules pertaining to them shall apply. A CSEA member shall be allowed a hardship if the member cannot bid a noontime run in August due to hardship. Proof of hardship shall have the approval of the Director of Transportation or his/her designee and the CSEA Unit President.

- H. **Effective July 1, 2018**, the following procedure shall be implemented:

Bus drivers and bus monitors/bus port attendants awarded blocks in each of the groupings shall drive the designated block for the entire school year with the following exceptions:

- i. The bus driver or bus monitor/bus port attendants has bid to another assignment.

- ii. If a larger block of time becomes available on a permanent and/or temporary basis, unless the bus driver or bus monitor chose not to bid the same size block, a bus driver or bus monitor may select the additional time.
- iii. If a bus driver chose not to bid on a field trip/flexible shuttle block of any time he or she may also select the additional time.
- iv. If the individual bus driver's, bus monitor's or bus port attendant's personal health is of concern or unusual circumstances occur which are beyond the bus driver's control (e.g. change of job, family illness), the change must have the Director of Transportation's and the CSEA President's approval.
- v. Bus drivers, bus monitors and bus port attendants are expected to stay with their block assignments and will not move laterally or downward unless for the reasons stated above,
- vi. Blocks of time in each group will be awarded by seniority. A senior bus driver, bus monitor or bus port attendant may choose to bid on a lesser block of time. If it is the choice of the bus driver, bus monitor or bus port attendant to bid for less time than he/she is eligible, the bus driver, bus monitor or bus port attendant cannot later choose to bid on a larger block of time for the entire school year. A bus driver, bus monitor or bus port attendant may change the decision from year to year. If the bus driver, bus monitor or bus port attendant works less than four (4) hours a day, he or she will lose benefits unless grandfathered pursuant to Section 93(G).
- vii. All noontime blocks shall be treated the same as AM and PM runs and all rules pertaining to them shall apply. A CSEA member shall be allowed a hardship if the member cannot bid a noontime run in August due to hardship. Proof of hardship shall have the approval of the Director of Transportation or his/her designee and the CSEA Unit President.

## **Section 157**

### **Bidding Procedures for Substitute Drivers**

- A. Substitute bus drivers or bus monitors bidding on a block of time that is temporarily available will be required to complete the period of time for which the block is available before the substitute can bid another temporary block of time. This requirement would be in effect even if a temporary block of time becomes available which is larger. If a permanent block of time becomes available, the substitute may bid on the permanent block and, if awarded, shall be released from the temporary block.
- B. The intent of this section would be to limit substitute bus drivers from moving from one temporary block to another which relates to continuous movement of drivers for student bus load. Besides the inherent safety factor, this does cause instability in route timeliness and student discipline.
- C. In August, during block bidding procedures, after all regular bus drivers, bus monitors, bus port attendants have completed the bidding process, substitute drivers and bus monitors will bid from the substitute seniority list, by seniority.

- D. The substitute drivers and bus monitors, after Board appointment, shall be placed on a regular seniority list in the order in which they have bid from the substitute seniority list.
- E. **Effective July 1, 2018**, the following procedure shall be implemented:
  - i. Substitute bus drivers or bus attendants/monitors/bus port attendants bidding on a block of time that is temporarily available will be required to complete the period for which the block is available before the substitute can bid another temporary block of time. This requirement would be in effect even if a temporary block of time becomes available which is larger. If a permanent block of time becomes available, the substitute may bid on the permanent block and, if awarded, shall be released from the temporary block.
  - ii. The intent of this section would be to limit substitute bus drivers from moving from one temporary block to another which relates to continuous movement of drivers for student bus load. Besides the inherent safety factor, this does cause instability in route timeliness and student discipline.
  - iii. In August, during block bidding procedures, after all regular bus drivers, bus attendants/monitors, and bus port monitors have completed the bidding process, substitute drivers and bus attendants/monitors will bid from the substitute seniority list, by seniority.
  - iv. The substitute drivers and bus attendants/monitors, after Board appointment, shall be placed on a regular seniority list in the order in which they have bid from the substitute seniority list.

### **Section 158**

#### Payment of Fees

- A. The District will pay the fee for the mandated thirty (30) hour course for newly hired bus drivers.
- B. The District will pay the written test fee for all bus drivers. Fingerprinting, license and road test fees will be reimbursed provided the employee works 164 days of the year.

### **Section 159**

#### Substitute Driver Seniority

- A. The District shall establish a substitute bus driver, bus monitor or bus port attendant calling list which shall be updated at least every two (2) months.
- B. The District is responsible for maintaining records concerning the service of substitute bus drivers, bus monitors or bus port attendants for the purpose of determining seniority.

- C. Seniority gained as a substitute bus driver, bus monitor or bus port attendant shall not be carried over to a regular part-time bus driver, bus monitor or bus port attendant assignment.
- D. If substitute bus drivers, bus monitors or bus port attendants have the identical time in service, relative seniority will be established alphabetically.
- E. Substitute bus driver and bus monitor seniority will commence on the first day that the substitute bus driver or bus monitor drives or rides a bus on his or her own (solo).
- F. Substitute bus drivers and bus monitors will be classified into three (3) groups:
  - Group I: Group I shall consist of regular bus drivers and bus monitors who do not have blocks and wish to substitute; substitute drivers and monitors who have worked as substitutes consecutively for over six (6) months; retired drivers and monitors who were regular drivers or monitors and indicate by September 1<sup>st</sup> of each school year that they wish to serve as substitutes. Effective October 2, 2009, Group 1 will be called by seniority, as runs become available. Regular drivers and monitors will be called first, drivers who retired and returned to work prior to September 1, 2009 will be called second, substitute drivers and monitors will be called third, and retired drivers who return to work after October 2, 2009 will be called fourth. Retired drivers will not be allowed to bid on permanent blocks of time.
  - Group II: Group II shall consist of substitute bus drivers and bus monitors with less than six (6) months consecutive service. Group II will be called on a rotating basis, after all Group I substitutes have been called. Each day the caller will start his or her list from the cut-off point of the previous day.
  - Group III: Group III shall consist of all substitute bus drivers and bus monitors who are not available to substitute on a daily basis, who become available for runs. Group III shall be called after Group II, following the same procedures as Group II.
- G. Bus drivers and bus monitors of non-public, BOCES and special education schools or programs have calendars that may differ from Shenendehowa Schools. Regular bus drivers and bus monitors whose school calendars differ from the District calendar shall be inserted into Group I providing that the bus driver or bus monitor:
  - 1. Submits in writing, to the bus dispatcher, an indication of his or her availability to substitute, a minimum of two (2) weeks in advance of the available dates, or no later than June 1<sup>st</sup>.
  - 2. Is available for five (5) consecutive working days.
  - 3. Is available for a full block, morning or afternoon.

## **Section 160**

### **Summer Work Transportation Department**

- A. Payment for summer work shall be based upon the hourly wage paid during the regular work year.
- B. The Director of Transportation shall develop bus routes based upon the number of students identified and the location of the schools to which transportation is provided.
- C. Summer assignments shall not be tied to the ten (10) month blocks of time which are developed annually.
- D. Summer work shall be bid by seniority.
- E. Bus drivers and school bus monitors shall bid for summer work within their respective families only (i.e. bus drivers shall bid for bus driver assignments and school bus monitors shall bid on school bus monitor assignments). In the event that the school bus monitor list is exhausted, drivers shall have the ability to bid for school bus monitor assignments by seniority. A substitute list for summer work shall be made up of those drivers who indicated an interest in summer work and for whom no work was available.
- F. Bus drivers and school bus monitors shall be permitted to use accrued leaves during time worked during the summer. Additional accruals will not be earned.

## **ARTICLE XVI**

### **FIELD TRIPS, EARLY DISMISSALS**

#### **Section 161**

##### **Payment for Show Up Time and Combined Driving Waiting Rate on Field Trips**

- A. The District shall guarantee bus drivers and bus monitors who are assigned to drive field trips, a minimum of two (2) hours show up time.
- B. Show up time will be paid when a field trip is cancelled and the bus driver and bus monitor is not provided with notice of cancellation prior to the beginning of the AM and PM block on that day. In the event a field trip is cancelled on a weekend or evening and a bus driver or bus monitor is notified prior to leaving his/her home, no payment for show up time will be made.
- C. A bus driver and bus monitor shall be paid his or her regular hourly rate for a field trip assignment which includes both traveling and waiting time. Bus drivers and bus monitors will not receive a meal allowance.

#### **Section 162**

##### **Field Trip Eligibility**

- A. Only permanent bus drivers or bus monitors who have completed one (1) year of service on a combination of AM and PM bus runs will be eligible to sign up for the field trip lists. Bus drivers and bus monitors may drive only those field trips that do not interfere with their regular runs. There can be no overlap of trips with regular route time.

#### **Section 163**

##### **Early Dismissal Due to Early Release of Students or Due to Emergency Situations**

- A. When a bus driver and bus monitor is not required to work in the afternoon because of early dismissal of students or when an emergency occurs, such as inclement weather, that bus driver and bus monitor will not be paid for the block of time.
- B. Bus drivers and bus monitors who work only to bring home students and do not have to drive a regular run later in the day will be paid their block of time.
- C. Bus drivers and bus monitors who complete an early AM dismissal and also drive later in the day will be paid either the minimum of one (1) hour or their actual driving time, whichever is greater. In addition, if they drive in the PM the bus drivers and bus monitors will also be paid their PM block of time provided the bus driver and bus monitor remains available on site for the full block of time.



- D. Bus drivers and bus monitors who are called in due to an unanticipated situation (such as bomb scares, boiler breakdown, etc.) shall be paid a minimum of two (2) hours pay or their actual time needed, whichever is greater.

#### **Section 164**

##### **Assignment of Eight Hour Drivers**

The District may assign eight (8) hour full-time bus drivers as follows:

- A. Substitutes' work – eight (8) hour full-time bus drivers would have priority over all permanent bus drivers and substitutes for daily substitute work, except for noon bus routes.
- B. It is understood that full-time [eight (8) hour] bus drivers can be assigned substitute work with priority over all bus drivers.
- C. Full-time bus drivers will not be used to substitute on noon bus routes unless an emergency exists or other bus drivers are not available. This priority will exist on all AM and PM blocks of time.
- D. In return, the District agrees not to assign these employees a permanent block of time.

#### **Section 165**

##### **Show Up Time for Snow Emergencies**

Bus drivers, bus monitors and bus port attendants who report to work at the Transportation Department will be paid two (2) hours show up time if the school closing is not announced at least thirty (30) minutes before the start of the bus driver's, bus monitor's or bus attendant's block.

## **ARTICLE XVII**

### **AIDES/MONITORS**

#### **Section 171**

##### **Work Year**

The computation of salaries for school monitors and teacher aides will be established on the basis of 175 days per year.

#### **Section 172**

##### **Salary Schedules**

There will be five (5) salary schedules for aides/monitors defined as follows:

<b>Schedule I</b>	<b>Schedule II</b>	<b>Schedule III</b>	<b>Schedule IV</b>	<b>Schedule V</b>
Senior School Monitor	Alternative Education Aide	Elementary Classroom Aide	Library Aide	Elementary Cafeteria Aide
	Special Education Aide			Bus Port Attendant
	Computer Lab Aide			Secondary School Monitor
	Counselor's Aide			

#### **Section 173**

##### **Payment in Lieu of Holiday Pay**

The District agrees that teacher aides/monitors will receive six (6) extra days pay a year at their per diem rate without regard to service. These extra days will be paid with the last paycheck of each school year.

#### **Section 174**

##### **Stipends Special Education Aides**

A committee of District representatives and CSEA representatives will develop guidelines for stipend eligibility for certain special education aides assigned to functional skills program for the 2017-2018 school year and each school year thereafter. Designated special education aides eligible for the annual \$250 stipend must work the entire school year and be approved by the Director of Special Education for the stipend.

## **ARTICLE XVIII**

### **FOOD SERVICE WORKERS**

#### **Section 181**

##### **Food Service Workers - Work Shoes**

Food Service Workers are authorized to purchase and be reimbursed up to sixty dollars (\$60.00) on an annual basis for up to two (2) pairs of leather, slip-resistant work shoes.

#### **Section 182**

##### **Kitchen Seniority**

Listed below is the final agreement between the parties on the filling of positions due to absences in the Food Service Department:

- A. Any absence [defined as absences of one (1) day or more] within the Food Service Department shall be filled by the most senior qualified food service employee in that building.
- B. This adjustment shall be reviewed on a weekly basis, unless the employee has returned to work prior to that date.
- C. The determination as to the employee's qualifications for doing a particular job shall be made by the Cook Manager, or in the case of Okte or Chango, the Group Leader.
- D. The District reserves the right to bring in an employee with less seniority upon occasion for the purpose of training or in an emergency situation.

#### **Section 183**

##### **Salary**

The salary schedules attached hereto reflect a five cent (\$0.05) per hour increase prior to the application of the agreed upon across-the-board increase and the continuation of a one dollar (\$1.00) per hour differential for Cooks.

#### **Section 184**

##### **Food Preparation**

All employees who work four (4) or more hours and who are involved in food preparation shall be paid the full time rate.

#### **Section 185**

##### **Evening and Weekend Activities**

The cafeteria staff will receive an additional four dollars (\$4.00) per hour for evening and weekend activities.

## **ARTICLE XIX**

### **SALARIES AND SALARY SCHEDULES**

#### **Section 191**

##### Wage Adjustments

Salary increases will be as follows:

Eligible employees will move one step each year. Only employees on the payroll on October 10, 2017 shall be eligible for retroactive salary increases.

- A. 2016 – 2017:
  - i. Effective July 1, 2016 the salary schedule shall be increased by 1.5%.
  - ii. Employees who are off the salary schedule will receive a 1.5% increase in base salary.
- B. 2017 – 2018:
  - i. Effective July 1, 2017 employees will receive a 1.1% salary increase.
  - ii. Employees who are off the salary schedule will receive a 2.5% increase to base pay.
- C. 2018 – 2019:
  - i. Effective July 1, 2018, employees will receive a 0.76% on the salary schedule.
  - ii. Employees who are off the salary schedule will receive a 2.5% increase to base pay.
- D. 2019 – 2020
  - i. Effective July 1, 2019, employees will receive a 0.52% on the salary schedule. Employees who are off the salary schedule will receive a 2.5% increase to base pay.

#### **Section 192**

##### Tuition Reimbursement

- A. The District will reimburse members of the bargaining group the cost of tuition for job related courses or training programs when approved by the immediate supervisor and the Assistant Superintendent for Human Resources.
- B. Two thousand dollars (\$2,000.00) will be budgeted each year for this purpose. Employees will be eligible for such reimbursement on a first come, first served basis, after approval is granted by the appropriate parties noted above.

- C. The adequacy of the allowance for training is an appropriate subject for discussion in the Labor Management Committee. Upon agreement of the District and CSEA a petition may be filed with the Board to increase the amount provided for training.

### Section 193

#### Non-Resident Students - Tuition

The District shall discontinue its practice of providing tuition free instruction to children of non-resident members of the bargaining unit, provided, however, that staff members currently participating in said practice may continue to do so until their children graduate from high school or voluntarily withdraw.

### Section 194

#### Chaperoning of Sporting Events, Music Activities, Middle School Events, Elementary Game Nights

#### A. Rates of Compensation

The rate of compensation for chaperoning students and/or events and activities is as follows:

	<u>2017-18</u>	<u>2017-18</u>
Rate/Hour	\$18.75	\$19.90 { <b>effective Nov. 1, 2017</b> }
Maximum/Event*	\$75.00	\$79.60 { <b>effective Nov. 1, 2017</b> }

\* Maximum/Event: The maximum is based upon four (4) hours. Any adjustment to the maximum to be paid to any individual(s) must be determined by the relevant principal, Athletic Director, or Academic Administrator for Music, Grades K-12 and approved by the Assistant Superintendent for Human Resources.

### Section 195

#### Duration

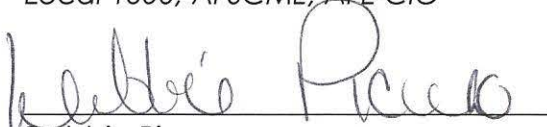
Except as otherwise expressly provided, this Agreement shall take effect on July 1, 2016 and shall expire on June 30, 2020.

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

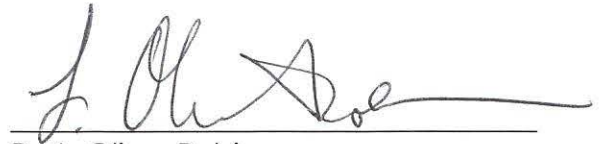
Date: 6/19/18 Date: \_\_\_\_\_

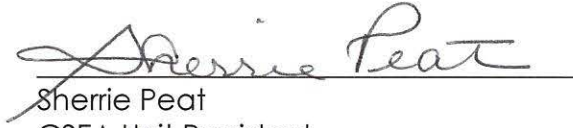
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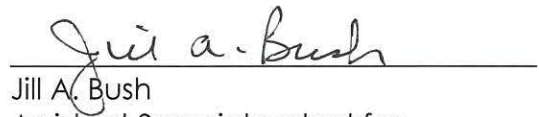
For the Shenendehowa Unit of the  
Civil Service Employees Association, Inc.  
Local 1000, AFSCME, AFL-CIO

  
Debbie Picerno  
CSEA Labor Relations Specialist

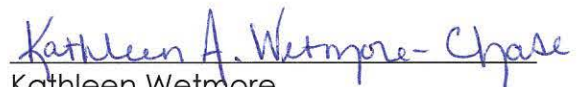
For the Shenendehowa Central  
School District

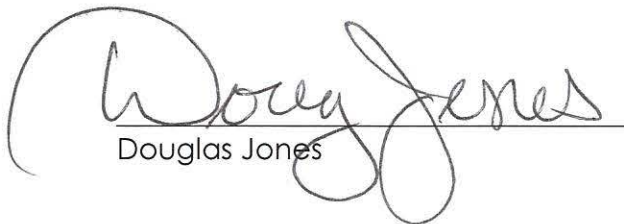
  
Dr. L. Oliver Robinson  
Superintendent

  
Sherrie Peat  
CSEA Unit President

  
Jill A. Bush  
Assistant Superintendent for  
Human Resources

  
Andrew Casucci

  
Kathleen Wetmore  
Assistant Superintendent for Finance  
and Operations

  
Douglas Jones


  
Norma Meacham Esq.

  
Sharon Lanchak

  
Pompeo Ferracane

  
Bettina Morrissey

  
Karen DiPalma

  
Steven Galick

**APPENDIX A  
SALARY SCHEDULES**

	2016-17		2017-18		2018-19		2019-20
<b><u>Clerical Group B</u></b>							
1	16.46	1	16.64	1	16.77	1	16.86
2	17.34	2	17.53	2	17.67	2	17.76
3	18.23	3	18.43	3	18.57	3	18.67
4	19.12	4	19.33	4	19.47	4	19.57
5	20.00	5	20.22	5	20.37	5	20.48
6	20.89	6	21.12	6	21.28	6	21.39
7	21.78	7	22.02	7	22.19	7	22.30
<b><u>Clerical Group C</u></b>							
1	18.35	1	18.55	1	18.70	1	18.79
2	19.27	2	19.48	2	19.63	2	19.73
3	20.19	3	20.41	3	20.57	3	20.67
4	21.10	4	21.34	4	21.50	4	21.61
5	22.03	5	22.27	5	22.44	5	22.56
6	22.94	6	23.19	6	23.37	6	23.49
7	23.86	7	24.13	7	24.31	7	24.44
<b><u>Clerical Group D</u></b>							
1	19.72	1	19.93	1	20.09	1	20.19
2	20.67	2	20.90	2	21.06	2	21.17
3	21.65	3	21.89	3	22.06	3	22.17
4	22.62	4	22.87	4	23.04	4	23.16
5	23.58	5	23.84	5	24.03	5	24.15
6	24.55	6	24.82	6	25.01	6	25.14
7	25.50	7	25.78	7	25.97	7	26.11
<b><u>School Registrar</u></b>							
1	19.71	1	19.92	1	20.07	1	20.18
2	20.28	2	20.50	2	20.65	2	20.76
3	20.81	3	21.04	3	21.20	3	21.31
4	21.35	4	21.58	4	21.75	4	21.86
5	21.95	5	22.19	5	22.36	5	22.48
6	23.14	6	23.40	6	23.58	6	23.70
7	24.35	7	24.62	7	24.80	7	24.93
<b><u>Food Service Helper Full-Time</u></b>							
1	14.17	1	14.33	1	14.44	1	14.51
2	14.49	2	14.65	2	14.77	2	14.84
3	14.77	3	14.94	3	15.05	3	15.13
4	15.11	4	15.27	4	15.39	4	15.47
5	15.70	5	15.87	5	15.99	5	16.07

**2016-17****2017-2018****2018-2019****2019-2020****School Lunch Cook (\$1 Differential)**

1	15.17	1	15.33	1	15.44	1	15.51
2	15.49	2	15.65	2	15.77	2	15.84
3	15.77	3	15.94	3	16.05	3	16.13
4	16.11	4	16.27	4	16.39	4	16.47
5	16.70	5	16.87	5	16.99	5	17.07

**Food Service Helper Part-Time**

1	12.46	1	12.60	1	12.70	1	12.76
2	12.73	2	12.87	2	12.97	2	13.04
3	13.17	3	13.32	3	13.42	3	13.49
4	13.29	4	13.44	4	13.54	4	13.61
5	13.66	5	13.81	5	13.91	5	13.98
6	14.22	6	14.37	6	14.48	6	14.56

**School Bus Monitors**

1	14.75	1	14.91	1	15.03	1	15.11
2	15.83	2	16.00	2	16.12	2	16.21
3	16.70	3	16.88	3	17.01	3	17.10
4	17.29	4	17.48	4	17.61	4	17.70
5	17.71	5	17.90	5	18.04	5	18.13
6	18.17	6	18.37	6	18.51	6	18.61
7	18.81	7	19.02	7	19.17	7	19.27
8	19.48	8	19.69	8	19.84	8	19.95

**School Bus Drivers**

1	21.67	1	21.91	1	22.08	1	22.19
2	23.09	2	23.34	2	23.52	2	23.64
3	23.75	3	24.01	3	24.19	3	24.32

**Substitute Bus Drivers**

1	19.68	1	19.90	1	20.05	1	20.16
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**Driver/Trainer**

1	25.37	1	25.65	1	25.84	1	25.98
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2016-2017		2017-2018		2018-2019		2019-2020	
<b><u>Driver Trainer Safety Coord. (\$1 Differential)</u></b>							
1	26.37	1	26.65	1	26.84	1	26.98
<b><u>Automotive Repairer/Autobody Repairer</u></b>							
1	22.27	1	22.52	1	22.69	1	22.81
2	23.16	2	23.41	2	23.59	2	23.71
3	24.08	3	24.34	3	24.53	3	24.66
4	25.04	4	25.31	4	25.50	4	25.64
5	26.05	5	26.33	5	26.53	5	26.67
<b><u>Crew Chief - 3rd Shift (\$1 Differential)</u></b>							
1	23.27	1	23.52	1	23.69	1	23.81
2	24.16	2	24.41	2	24.59	2	24.71
3	25.08	3	25.34	3	25.53	3	25.66
4	26.04	4	26.31	4	26.50	4	26.64
5	27.05	5	27.33	5	27.53	5	27.67
<b><u>Senior Automotive Repairer (\$2.75 Differential)/Senior Autobody Repairer</u></b>							
1	25.02	1	25.27	1	25.44	1	25.56
2	25.91	2	26.16	2	26.34	2	26.46
3	26.83	3	27.09	3	27.28	3	27.41
4	27.79	4	28.06	4	28.25	4	28.39
5	28.80	5	29.08	5	29.28	5	29.42
<b><u>Registered Nurses</u></b>							
1	34,098.82	1	34,473.90	1	34,735.91	1	34,916.53
2	35,814.77	2	36,208.73	2	36,483.92	2	36,673.64
3	37,530.73	3	37,943.56	3	38,231.93	3	38,430.74
4	39,246.68	4	39,678.39	4	39,979.95	4	40,187.84
5	40,962.63	5	41,413.22	5	41,727.96	5	41,944.95
6	42,677.51	6	43,146.97	6	43,474.88	6	43,700.95
7	44,394.54	7	44,882.88	7	45,223.99	7	45,459.16
8	46,113.72	8	46,620.97	8	46,975.29	8	47,219.56
<b><u>Attendance Officer</u></b>							
1	17,790.27	1	17,985.96	1	18,122.65	1	18,216.89

	2016-2017		2017-2018		2018-2019		2019-2020	
<u>Senior School Monitor</u>								
1	19.15	1	19.36	1	19.51	1	19.61	
2	19.58	2	19.79	2	19.94	2	20.05	
3	19.99	3	20.21	3	20.36	3	20.46	
4	20.64	4	20.87	4	21.03	4	21.14	
5	21.26	5	21.50	5	21.66	5	21.77	
<u>Special Ed, Focus, Computer, AV &amp; Technology Aides</u>								
1	18.11	1	18.30	1	18.44	1	18.54	
2	18.51	2	18.72	2	18.86	2	18.96	
3	18.98	3	19.18	3	19.33	3	19.43	
4	19.62	4	19.84	4	19.99	4	20.09	
5	20.30	5	20.52	5	20.68	5	20.78	
<u>Elementary Classroom Aides</u>								
1	17.29	1	17.48	1	17.61	1	17.70	
2	17.71	2	17.90	2	18.04	2	18.13	
3	18.17	3	18.37	3	18.51	3	18.61	
4	18.81	4	19.02	4	19.17	4	19.27	
5	19.48	5	19.69	5	19.84	5	19.95	
<u>Library Aides</u>								
1	17.16	1	17.35	1	17.48	1	17.57	
2	17.72	2	17.91	2	18.05	2	18.14	
3	18.28	3	18.48	3	18.62	3	18.72	
4	18.84	4	19.04	4	19.19	4	19.29	
5	19.41	5	19.62	5	19.77	5	19.87	
<u>Cafeteria Monitor/Secondary School Monitor/Busport Attendant</u>								
1	16.70	1	16.88	1	17.01	1	17.10	
2	17.12	2	17.30	2	17.44	2	17.53	
3	17.58	3	17.77	3	17.91	3	18.00	
4	18.22	4	18.42	4	18.56	4	18.66	
5	18.90	5	19.11	5	19.25	5	19.35	
<u>Automotive Service Worker/Motor Equipment Operator/School Messenger/Cleaner/Security</u>								
1	19.29	1	19.50	1	19.65	1	19.75	
2	19.68	2	19.90	2	20.05	2	20.16	
3	20.08	3	20.30	3	20.46	3	20.56	
4	20.46	4	20.68	4	20.84	4	20.95	
5	20.87	5	21.10	5	21.26	5	21.37	

2016-2017		2017-2018		2018-2019		2019-2020	
<b><u>Head Night Cleaner (\$1.75 Differential)</u></b>							
1	21.04	1	21.25	1	21.40	1	21.50
2	21.43	2	21.65	2	21.80	2	21.91
3	21.83	3	22.05	3	22.21	3	22.31
4	22.21	4	22.43	4	22.59	4	22.70
5	22.62	5	22.85	5	23.01	5	23.12
<b><u>Bldg Maint. Mechanics/Communications Tech.</u></b>							
1	21.56	1	21.80	1	21.97	1	22.08
2	22.15	2	22.39	2	22.56	2	22.68
3	22.85	3	23.11	3	23.28	3	23.40
4	23.51	4	23.77	4	23.95	4	24.07
5	25.27	5	25.55	5	25.74	5	25.88
<b><u>Bldg Maint. Mechanics - 2nd Shift (\$1 Differential)</u></b>							
1	22.56	1	22.80	1	22.97	1	23.08
2	23.15	2	23.39	2	23.56	2	23.68
3	23.85	3	24.11	3	24.28	3	24.40
4	24.51	4	24.77	4	24.95	4	25.07
5	26.27	5	26.55	5	26.74	5	26.88
<b><u>Bldg Maint. Mechanics Crew Chief - 2nd Shift (\$2.75 Differential)</u></b>							
1	24.31	1	24.55	1	24.72	1	24.83
2	24.90	2	25.14	2	25.31	2	25.43
3	25.60	3	25.86	3	26.03	3	26.15
4	26.26	4	26.52	4	26.70	4	26.82
5	28.02	5	28.30	5	28.49	5	28.63
<b><u>Groundskeeper</u></b>							
1	21.46	1	21.69	1	21.86	1	21.97
2	21.86	2	22.10	2	22.26	2	22.38
3	22.30	3	22.54	3	22.71	3	22.83
4	22.76	4	23.01	4	23.18	4	23.30
5	23.21	5	23.46	5	23.64	5	23.77
<b><u>Groundskeeper Crew Chief (\$1.75 Differential)</u></b>							
1	23.21	1	23.44	1	23.61	1	23.72
2	23.61	2	23.85	2	24.01	2	24.13
3	24.05	3	24.29	3	24.46	3	24.58
4	24.51	4	24.76	4	24.93	4	25.05
5	24.96	5	25.21	5	25.39	5	25.52

2016-2017		2017-2018		2018-2019		2019-2020	
<u>School Technologist/Communications Technician</u>							
1	23.36	1	23.62	1	23.80	1	23.92
2	24.40	2	24.67	2	24.86	2	24.99
3	25.24	3	25.52	3	25.71	3	25.84
4	27.08	4	27.37	4	27.58	4	27.73
5	28.75	5	29.07	5	29.29	5	29.44
6	30.35	6	30.69	6	30.92	6	31.08
7	32.04	7	32.39	7	32.64	7	32.81

## APPENDIX B

### CLERICAL PAY GROUPS

#### GROUP B

Typist	Attendance
Typist	Class Assistant Principal
Typist	Faculty
Typist	Office Assistant
Typist	Transportation
Typist	Food Service

#### GROUP C

Typist	Assistant Principal, Middle School
Typist	Associate Principal
Typist	Community Services
Typist	Food Service
Typist	Guidance
Typist	Library
Typist	Staff Development
Typist	Student Services
Typist	Transportation, Director
Clerk	Inventory
	Account Clerk Typist – D.O.

#### GROUP D

Senior Typist  
Senior Account Clerk Typist

