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# **AGREEMENT**

by and between the

**MIDDLE COUNTRY  
CENTRAL SCHOOL DISTRICT**

and the

**MIDDLE COUNTRY SCHOOL DISTRICT  
TRANSPORTATION UNIT,  
CSEA INC., LOCAL 1000,  
AFSCME, AFL-CIO, A UNIT OF LOCAL 870**

July 1, 2016 - June 30, 2019

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## **PREAMBLE**

This Agreement entered into by the Middle Country Central School District, (hereinafter referred to as the Employer or District), and CSEA, Inc., Local 1000, AFSCME, AFL-CIO, a unit of Local 870, (hereinafter referred to as the Association), has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

### **Section 1 – Taylor Law Notice**

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

**Section 2** – The District and the Association encourage to the fullest degree friendly and cooperative relations at all levels.

## **ARTICLE I - WORK RULES**

The District reserves the right to promulgate and enforce work rules related to the employees' working relationship with the District, provided such work rules do not conflict with a specific provision of this agreement.

The Employer further agrees that the provisions of this agreement shall supersede any work rule which may be in conflict with this agreement.

The Association agrees that the District shall have the right to alter any "terms and conditions of employment" not specifically covered herein after prior notification and discussion with the Association.

## **ARTICLE II - RECOGNITION**

The Employer recognizes the Association as the sole and exclusive representative of all employees denoted in paragraph number 4 of this article for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as well as for the processing of grievances and the administration of the agreement between the parties for the term of this agreement.

All employees of the Transportation Division as listed in Appendix "A" shall be a part of and included in the bargaining unit.

### **ARTICLE III - SUBCONTRACTING**

The District may subcontract bargaining unit work provided it follows the procedures below:

- a. It gives the Union thirty (30) days notice of its intent to subcontract;
- b. The District discusses the decision to subcontract with representatives of the Union; and
- c. The District agrees to negotiate the impact of the decision with the Union.

The District may utilize part-time employees rather than subcontract bargaining unit work. Such part-timers shall be paid an hourly rate and shall receive no fringe benefits. Such individuals shall be entitled to fringe benefits if they work a full-time driver's schedule.

### **ARTICLE IV - UNION SECURITY**

#### **Section 1 – Checkoff of Union Dues**

The Employer agrees to deduct Association membership dues in accordance with the amount certified by the Association to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Association Dues provided by the Association and acceptable to the Employer from the pay of all employees who have executed such authorization for payroll deduction of Association dues. Any changes in the amount of Association dues to be deducted must be certified by the Association in writing and forwarded to the Employer.

#### **Section 2 – Agency Fee**

The District does hereby agree to an agency fee. Each employee who is not a member of the Association will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee, provided, however, that each employee have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association.

The service charge shall be certified to the District by the Association.

The District shall deduct such fee in the same manner the membership dues are deducted.

The amount collected for the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization for activities or causes of political or ideological nature, except as incidentally related to terms and conditions of employment.

The Association shall establish appeal procedures for individuals challenging the agency fee in accordance with state and federal law.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

The Association shall supply the District with a list of names of non-members at least fifteen (15) days prior to the deduction of any agency fee.

### **Section 3 – Payroll Deductions**

Insurance deductions for the Association will be allowed if found feasible based on computer specifications and the desires of the membership.

### **Section 4 – Bulletin Boards**

The Employer agrees to provide adequate space on bulletin boards for exclusive use of the Association to post notices at each work installation. The use of such facilities must not be used for posting material of a derogatory nature and shall be confined to legitimate Association business.

### **Section 5 – Access to Premises**

The Employer agrees to permit representatives of the Association to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees. The Employer agrees that with prior permission the Association may use school facilities for regular, special and committee meetings.

## **ARTICLE V - BUS DRIVERS WORK SCHEDULE**

**Section 1** – Full time, 195 day employees, shall be guaranteed a minimum of seven (7) hours of work per day.

**Section 2** – Overtime for any employee shall not begin until after eight (8) hours per day or forty (40) hours per week.

### **Section 3 – Workweek**

Transportation division is construed as a thirty-five (35) hour week or less (see two (2) above). Pay for holidays, sick leave, personal leave, snow days and bereavement leave shall be for the number of hours an employee is regularly scheduled to work on that day, up to a maximum of eight (8) hours.

The normal workweek shall be Monday through Friday.

#### **Section 4 – Work Schedule and Posting**

Work schedules showing the employees' shifts, workdays and hours shall be posted on a department or building basis as appropriate.

### **ARTICLE VI - WORKERS' COMPENSATION**

Employees will not lose pay during a compensation case when the employee is covered by earned sick leave, but must reimburse the District for that amount paid the employee by the compensation board. Sick leave may be reinstated by purchase by the employee on a prorated basis for monies received from a compensation case.

### **ARTICLE VII - LEAVES OF ABSENCE**

#### **Section 1 – Sick Leave and Personal**

Members of the unit employed on a one hundred ninety-five (195) day basis hired prior to July 1, 1990 shall accumulate fifteen (15) days of sick leave per year, three (3) of which may be used for reasons other than personal illness.<sup>1</sup> Members of the unit on a one hundred ninety-five (195) day basis hired on or after July 1, 1990, shall accumulate twelve (12) days of sick leave per year, two (2) of which may be used for reasons other than personal illness and one (1) of which may be used for required attendance at a Workers' Compensation Hearing, for their first two (2) years of employment. Thereafter, such employees shall be treated the same as pre-July 1, 1990 employees.

Leave shall accrue at the rate of one (1) day for each month worked up to one hundred eighty (180) days. Leave time shall be computed in multiples of a half or full day.

Requests for leave for other than personal illness must be in writing and received by the Superintendent's designee three (3) calendar days in advance of the time the employee is requesting time off. A statement expressing the purpose for the leave shall be indicated on the leave request form, including the general categories of Medical, Financial, Legal or Family.

In emergency situations, the three (3) day prior approval procedures may be waived. Upon return from emergency leave, an employee must submit specific reasons for use of that emergency day. The administration may use its discretion as to whether the use of the emergency leave shall be approved for payment.

Members of the unit may opt to be paid for up to five (5) sick days at per diem rate if they meet the following conditions:

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<sup>1</sup> 195 day employees who are scheduled to work during the months of July and August shall be allowed one (1) sick leave day per every twenty (20) days of scheduled work during such time.

- (i) Use a total of three (3) days or less of sick and personal leave combined per school year, or use a total of six (6) days or less of sick and personal leave combined per school year at the discretion of the Superintendent of Schools or his/her designee when accompanied by a valid doctor's note; and
- (ii) Have a minimum of thirty (30) sick days in the sick bank ending June 30th of the previous school year

Members of the unit may opt to be paid for up to eight (8) sick days at per diem rate if they meet the following conditions:

- (i) Use a total of three (3) days or less of sick and personal leave combined per school year, or use a total of six (6) days or less of sick and personal leave combined per school year at the discretion of the Superintendent of Schools or his/her designee when accompanied by a valid doctor's note; and
- (ii) Have a minimum of fifty (50) sick days accumulated in the sick bank ending June 30th of the previous school year.

The remaining unused days shall be applied to the employee's accrued leave days. Payments shall be made in the first pay period of December. Employees shall notify District in writing of their intention to exercise this option by the last day of the school year. To be eligible, employees must work nine (9) months of the year.

An employee shall be required to furnish a doctor's certificate after three (3) consecutive days of sick leave. In cases of suspected abuse, the District may require a doctor's certificate for any absence. In such cases, prior notice shall be given to the concerned employee.

## **Section 2 – Extended Sick Leave**

Effective when disability contributions cease, members of the unit with three (3) or more years of service shall be eligible for extended sick leave beyond their accrued sick leave equivalent to twice the amount of accrued sick leave at the time of commencement of the extended illness with a minimum of ninety (90) working days and a maximum of one (1) school year, provided they meet the following eligibility requirements:

A. A signed physician's note must be supplied by the employee to the Personnel Office attesting to the fact that the employee is under a doctor's care and will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

B. Only employee illness which confines the employee to a hospital or his/her home will qualify (aside from office calls to his/her physician).

C. The District's doctor must agree that the illness referred to in "B" requires confinement to home or hospital and that the employee will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

D. In the event of a dispute between the District's doctor and the employee's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be paid by the District. In the event the doctors are unable to agree upon a third doctor, the employee may grieve the District's denial under the grievance procedure commencing at the Board of Education level.

E. Extended Sick Leave may not be used for Workers' Compensation cases.

F. Extended Sick Leave may be used only for the employee's personal illness.

G. In the event the District alleges an abuse by an employee on Extended Sick Leave, a committee composed of two (2) representatives of the Union and two (2) representatives of the Superintendent and a fifth party mutually selected by the parties shall hear and adjudicate such alleged abuse. In the event the parties are unable to agree, the fifth party shall be selected from a list submitted by the American Arbitration Association.

H. Employees shall use their accrued sick leave prior to becoming eligible for Extended Sick Leave.

I. Upon return from such leave, the employee shall have his/her accumulated sick leave credited with one-third (1/3) of the number of accumulated days at the time of the commencement of the extended illness.

J. In the event an employee has exhausted his/her sick leave, and has an extended illness for more than ten (10) calendar days but less than twenty-five (25) calendar days, such employee may be placed on Extended Sick Leave provided he/she complies with all the other requirements listed above, and provided further:

1) That upon return from such leave, the employee shall have deducted from his/her "future" sick leave the days advanced by the District; and

2) The employee agrees that in the event he/she leaves the employ of the District prior to paying back the advanced days, he/she shall authorize the District to deduct from his/her final paychecks the amounts advanced by the District.



### **Section 3 – Bereavement**

Bereavement leave shall consist of three (3) consecutive workdays or three (3) aggregate workdays. Bereavement leave shall be allowed for the following deaths: mother, father, sister, brother, husband, wife, mother-in-law, father-in-law, half-brother, half-sister, children and step-children, grandmother, grandfather, grandchildren, foster mother, foster father. Other reasons for bereavement leave not mentioned may be granted upon approval of the Superintendent of Schools. Bereavement leave shall not be deducted from sick leave or vacation time.

Additional bereavement days may be allowed at the discretion of the Superintendent.

### **Section 4 – Jury Duty**

Personnel called for jury duty shall be permitted to serve without loss of pay. Employees receiving remuneration for the jury duty service must return all such monies to the District office except for travel expenses or mileage. Employees shall request that they be "on call" when required to serve on jury duty.

### **Section 5 – Holidays**

Members of the Unit shall be entitled to thirteen (13) paid holidays per year. The paid holidays shall be: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Employees shall only be eligible for holiday pay for those holidays enumerated above under the following conditions: the employee has worked his/her last scheduled workday prior to the holiday; and the employee also has worked the first scheduled workday after the holiday. The only exception to these conditions is if the employee has received prior approval by the Superintendent's designee for leave other than personal illness in accordance with Article VII, Section 1 for the last scheduled workday prior to the holiday or the first scheduled workday after the holiday.

## **ARTICLE VIII - UNPAID LEAVES OF ABSENCE**

### **Section 1 – Eligibility Requirements**

Employees may be eligible for leaves of absence after three (3) years when approved by the Board of Education.

## **Section 2 – Application for Leaves**

Any request for a leave of absence shall be submitted in writing on the appropriate District form by the employee to his Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee in writing.

Any request for a leave of absence shall be answered within a thirty (30) day period when possible, but in no event more than a forty-five (45) day period.

A request for an emergency leave of absence, not exceeding one (1) month, shall be answered by the administration as soon as possible.

## **Section 3 – Reasonable Purpose**

Leaves of absence without pay and not to exceed one (1) year may be granted at the Board's discretion.

## **Section 4 – Education Leave**

After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed upon Board approval, at the request of the employee.

## **ARTICLE IX - WAGES**

Effective July 1, 2016: The 2015-16 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2015, with a minimum of 1% and a maximum of 2% (i.e., 1% based upon a State levy limit of .12%).

Effective July 1, 2017: The 2016-17 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2016, with a minimum of 1% and a maximum of 2% (i.e., 1.26%).

Effective July 1, 2018: The 2017-18 salary schedule shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2017, with a minimum of 1% and a maximum of 2%.

Employees shall be paid according to the attached Appendix "A."

**Section 1 – Pay Period**

The salaries and wages of employees shall be paid as per the payday calendar. In the event this payday is a holiday, the preceding day shall normally be payday.

**Section 2 – Longevity Service Pay**

Employees who have completed the following years of service shall receive the indicated longevity increase:

<u>Years of Service</u>	
5	\$650
10	\$750
15	\$875
20	\$1,350

Such longevity increments shall not be prorated.

June 30 shall be the anniversary date for all longevity purposes. Eligible employees will be paid their longevity in a lump sum separate check.

**Section 3 – New Classification**

If the Employer creates a new classification within the bargaining unit, the Association shall have the right, during the term of this agreement, to negotiate the wage rate for that classification if it does not agree with the rate determined by the Employer.

**ARTICLE X - INSURANCE**

**Section 1 – Life**

The Employer shall pay the premium on a \$15,000 term life insurance policy for all full-time employees in the unit provided, however, the District's annual premium per employee shall not exceed \$45 per year.

**Section 2 – Dental**

The District shall contribute up to a maximum of \$575 effective July 1, 2016 per participating member of the unit toward the CSEA Sunrise Dental Plan. The maximum annual contribution shall be increased to \$625 effective July 1, 2017, and to \$675 effective July 1, 2018.

### **Section 3 – Health**

The following health insurance plans are the "base plans":

#### **NYSHIP and HIP Access #I/Prime Network**

After prior consultation with the Association, the District may offer voluntary health insurance plans in addition to the "base plans."

There shall only be two "base plans" (NYSHIP and HIP Access # I/Prime Network) offered to all active employees as well as employees retiring from the District as of July 1, 2013 and thereafter.

Effective July 1, 2016, Unit members who choose to enroll in a "base plan" will contribute 6.5% of the health insurance premiums of said "base plan." Effective July 1, 2018, Unit members who choose to enroll in a "base plan" will contribute 8% of the health insurance premiums of said "base plan."

The District shall pay one hundred (100%) percent of the cost of individual coverage upon retirement and fifty (50%) percent of the cost of dependent coverage upon retirement. To be eligible for health insurance into retirement, the unit member must have ten (10) years of full-time service within the District, and actually retire from the District, as accepted and approved by the New York State Employees' Retirement System.

Unit members currently enrolled in a "base plan" and Unit members who were formerly enrolled in a "base plan" but who currently are receiving payments for declining such coverage who opt to enroll in a voluntary plan whose premiums exceed those of their former "base plan," effective July 1, 2016, shall contribute 6.5% of said premiums. Effective July 1, 2018, such Unit members shall contribute 8% of said premiums. In addition, such Unit member shall pay 100% of the difference in premiums between their former "base plan" in their voluntary plan.

Unit members currently enrolled in a "base plan," and unit members who were formerly enrolled in a "base plan" but who currently are receiving payments for declining coverage, who opt to enroll in a voluntary plan whose premiums are less than those of the former "base plan" will, effective July 1, 2016 contribute 6.5% of the premium of the voluntary plan. Effective July 1, 2018, such Unit member shall contribute 8% of such premiums.

Unit members who previously opted, upon commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums exceed those of the most expensive applicable "base plan," effective July 1, 2016 shall contribute 6.5% of the premiums of the voluntary plan. Effective July 1, 2018, such Unit member shall contribute 8% of said premiums. In addition, such Unit member shall pay 100% of the difference in premiums between the most expensive applicable "base plan" and their "voluntary plan." These rates and rules shall be applicable to new hires who choose the voluntary plan whose premiums exceed those of the most expensive applicable "base plan."

Unit members who previously opted, on commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums are less than those of the most expensive applicable "base plan," effective July 1, 2016 shall contribute 6.5% of the premiums of the voluntary plan. Effective July 1, 2018, such Unit member shall contribute 8% of the premiums of the voluntary plan. These rates and rules shall also be applicable to new hires who choose a voluntary plan whose premiums are less than those of the most expensive applicable "base plan."

Unit members may only change plans in accordance with plan policy.

Unit employees who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Unit employees who elect not to be covered for health insurance by the District shall be entitled to receive \$1500 provided the employee remains uncovered by the District for a period of twelve (12) consecutive months.

Unit employees shall advise the District of their desire not to be covered no later than December 1st and coverage shall cease as of January 1st. Payments shall be made during the first pay period of the following January provided the declination has been in effect from the preceding January.

The declination of Health Insurance shall remain in force annually thereafter unless the employee(s) who have declined such coverage for a given year wish to re-enroll in the Health Insurance Program for the following year. Said employee(s) shall notify the District of such change no later than November 1<sup>st</sup> preceding the year in which they wish to reenter the plan. Such coverage shall take effect on January 1st.

Unit employees hired on or after January 1st may advise the District of their desire not to be covered by Health Insurance at any time in their first calendar year. Such employees shall receive a pro rata share of the \$1,500 provided the employee remains uncovered by the District through December of that same calendar year. Thereafter, they shall be treated the same as all other unit employees declining coverage.

Individuals making this election shall submit sworn statements to the District indicating they have health insurance coverage under another plan.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's plan at any time for reasons consistent with the rules of the District's flexible benefit plan and applicable law. In the event a unit employee reenters the plan within the first twelve (12) months, no payment shall be made. In the event a unit employee resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the unit employee's declination was for less than twelve (12) months.

Unit employees shall be entitled to reenter the District's Health Insurance Plan to ensure coverage upon retirement provided they pay the required contribution toward the cost of such insurance in retirement.

In the event a member seeks to reenter the District's Plan, the District shall request that the Plan waive any applicable waiting period.

In accordance with the rules and regulations of the Empire Plan, a unit employee who is employed by the District and whose spouse is employed by the District shall not be entitled to family coverage provided by the District, unless the maintenance of such plan is required to comply with a court order, judgment or legal separation.

With respect to those unit employees whose spouses are employed by the District, the employees will have the option of determining which spouse shall be covered by the District's Family Plan.

Nevertheless, a unit employee who thereafter becomes no longer covered by his/her spouse's said coverage (e.g., death, divorce, loss of job, loss of coverage, etc.) shall be entitled to immediate reinstatement without any restrictions, without any cost to the individual and pre-existing conditions shall not in any way preclude full coverage.

Unit employees who lose coverage shall notify the District as soon as reasonably possible of their intent to re-enroll in the District's health insurance plan. Such reinstatement shall be immediate upon notice to the District.

In any event the spouse who is no longer entitled to the family coverage has the option of individual coverage or a \$1500 payment. Such payment will be made during the first pay period of the following January.

The District has instituted a flexible benefits plan pursuant to Internal Revenue Code Section 125 in which unit employees are eligible to participate in accordance with the rules of the plan.

## **ARTICLE XI - RETIREMENT PLAN**

The Employer shall provide the 75-i retirement plan for all qualified unit members who are members of the New York State Retirement System.

### **Section 1 – Terminal Allowance**

Notice of retirement shall be given to the District by February 1st of the school year preceding payment hereunder and shall be at least ninety (90) days prior to retirement. Provided such notice is given, the retiree shall receive a per diem rate of compensation of two (2) days pay for every five (5) days of accumulated, unused sick leave up to a maximum of 180 days of unused sick leave.

Payments shall be made in the first pay period of July for those retiring prior to the July 1st following their notice, and in the first pay period following retirement for those retiring after July 1st following their notice.

Where emergency medical reasons warrant, ninety (90) days notice of retirement shall be acceptable.

## **ARTICLE XII - REPORTING TIME - OVERTIME**

### **Section 1 – Premium Rates of Pay**

Overtime shall be interpreted as that time spent by any employee above and beyond the normal hours per day performed by the regular employee of the division and approved by policy of the Board of Education. 195-day employees shall not be eligible for overtime until they have worked eight (8) hours per day or forty (40) hours per week.

Overtime pay shall be paid at one-and-one-half (1-1/2) times the regular hourly rate of the employee performing the overtime. Such overtime rate shall be computed by using 195 days.

All work performed on Sunday and holidays shall be paid at a rate double the regular hourly rate of the employee performing the overtime.

Overtime shall be kept to a minimum and shall be construed as additional service under exceptional conditions.

Authorization of overtime shall be the responsibility of the supervisor of Transportation and shall not be delegated. Prior approval or disapproval is the responsibility of the Superintendent's designee. No overtime will be performed without specific approval.

### **Section 2 – Distribution**

Overtime shall be divided as equitably as possible among all employees of a job classification commencing with the most senior employee unless such overtime work requires special skill or job classification which does not lend itself to equitable treatment of all employees in that division.

Rotation of overtime shall be established by lists conspicuously posted. Drivers shall only be eligible for overtime assignments from lists for the classification of overtime for which they sign up at the beginning of the work year. Refusal to work overtime offered to the driver shall automatically place the employee refusing such overtime at the bottom of the list. Refusal of overtime offered from a list shall count toward equalization of overtime on that list.

There shall be no discrimination against any employee who declines to work overtime.

No employee shall have his work schedule or day off changed for the purpose of avoiding overtime.

## **ARTICLE XIII – SENIORITY**

Seniority means an employee's length of continuous service with the Employer since the date of probationary appointment per School Board minutes and is defined as District-Wide Seniority.

### **Section 1 – Probationary Employees**

When new employees complete their probationary period they shall be entered on the seniority lists.

### **Section 2 – Seniority Lists**

Every twelve (12) months, the Employer shall supply the Association a seniority list showing the continuous service of each employee. Such list shall indicate the employees' names, dates of probationary appointments and job titles and date of permanent appointment to their job title.

### **Section 3 – Breaks in Continuous Service**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

## **ARTICLE XIV - WORK FORCE CHANGES**

### **Section 1 – Promotions and New Jobs**

When a promotional vacancy exists, it shall be posted as a promotional opportunity in all schools and departments and shall be filled through the following:

a. Notice of the vacancy shall be posted in all buildings of the School District and adequate time shall be allowed for application (five (5) working days) for interested qualified employees to apply in writing to the school administration.

b. The posted notice shall set forth the job title, shift, location and prerequisite qualifications for the job. Among the factors to be considered in making a promotional appointment are the employee-bidder's qualifications, education, experience, and seniority, although no single factor shall be controlling. The employee-bidder selected by the District shall be assigned the opening and moved to the job, and shall be given a trial period of up to sixty (60) workdays in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. After sixty (60) days in a new position, an employee shall lose his/her previous building seniority, however, involuntary transfers shall hold their previous building seniority for one year.



c. In the event that the successful bidder is deemed unsatisfactory, or if he/she elects to reject the job during the first twenty (20) workdays after assignment, he/she shall be restored to the job from which he/she had originally bid and shall retain all seniority rights held under such job. Employees so promoted shall remain in that position if judged capable by that divisional supervisor.

## **Section 2 – Temporary Assignments**

If an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time spent on this assignment. However, if due to austerity, an employee is placed in a lower classification temporarily, the Board reserves the right to make adequate wage adjustments.

## **Section 3 – Layoff**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off by title. Layoffs shall be made based on the inverse order of their seniority in the District.

In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Association to review such anticipated layoff at least thirty (30) days prior to such layoff.

The Employer shall forward a list of these employees being laid off to the Association Secretary on the same date that the notices are issued to the employees.

Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

Employees who have been laid off shall be entitled to fill other vacancies in the District at the time of their layoff provided they are qualified for the position. Employees shall be deemed qualified only if they have formerly held the position in the District in the past.

## **Section 4 – Demotions**

The term demotion as used in this provision means the involuntary assignment of an employee to a lower rated job classification.

Demotions shall be made for just cause or in the exercise of the work rules provision contained elsewhere in this contract.

## **Section 5 – Recall**

Employees shall be recalled from layoff in reverse order of their layoff.

When the working force is increased after a layoff, employees will be recalled according to title seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report to work within three (3) days from the date of mailing of notice of recall, he shall be considered as resigning his position. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

No new employees shall be hired to fill reinstated positions until all employees on layoff status desiring to return to work have been recalled.

### **Section 6 – Transfers**

The Employer reserves the right to transfer employees according to the needs of the District, subject to the job classification seniority rights of the employee.

Employees desiring a transfer shall have the right to request a transfer on the appropriate form when positions are vacated or created. All requests for transfers are subject to the Employer's approval. However, when a transfer is to be made, it shall be based on seniority, provided all other qualifications are equal.

### **ARTICLE XV - SAVINGS CLAUSE**

Should any section or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific section or portion directly specified in the decision.

### **ARTICLE XVI - DISCIPLINE AND DISCHARGE**

All employees covered under this agreement who have been employed for five (5) or more years covered under this agreement shall be afforded all rights under Section 75 of the Civil Service Law and the rules and regulations of the Suffolk County Civil Service Commission in all matters involving discipline and discharge. Employees with less than five (5) years of service as of July 1, 2001 shall be entitled to a conference with the Superintendent or his/her designee, the employee's immediate supervisor and a union representative prior to any suspension or discharge for just cause. Alleged violations of this provision shall be subject to the grievance procedure. Employees with at least three (3) but less than five (5) years of service as of July 1, 2001 shall be afforded all rights under Section 75 of the Civil Service Law and the rules and regulations of the Suffolk County Civil Service Commission in all matters involving discipline and discharge.

Before a discharge or disciplinary action is imposed on an employee, the Employer shall notify the employee, Association President, and Association Steward in writing of the charges.

The disciplined employee, upon request, will be allowed to discuss his/her discharge or discipline with his steward or other authorized Association representative. The Employer will make an area available to the employee for private discussion prior to the employee being required to leave the premises.

The employee shall have the right to be represented by the Association in case of a formal discipline or discharge hearing.

Upon written request an employee may summon the Association Steward in cases of reprimand.

## **ARTICLE XVII - SETTLEMENT OF DISPUTES**

### **Section 1 – Grievances**

Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this agreement shall be settled in the following manner:

Step 1 - The Association Steward shall take up the grievance with the immediate supervisor of the employee involved within ten (10) workdays of its occurrence. If, at that time an association steward is unaware of the grievance, he/she shall take it up within ten (10) workdays of when he/she knew or reasonably should have known of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) workdays. The employee shall receive a written response to a grievance at Step 1, if the grievance is submitted in writing on the appropriate form.

Step 2 - If the grievance has not been settled, it shall be presented in writing by the Association Steward to the Superintendent's designee within seven (7) workdays after the supervisor's response is due. The Superintendent's designee shall respond to the Association Steward in writing within five (5) working days.

Step 3 - If the grievance still remains unadjusted, it shall be presented by the Association Steward or other Association representative to the Board of Education in writing within seven (7) working days after the response of the Department Head is due. The Board of Education shall respond in writing to the Association Steward or other representative within twenty (20) working days.

Step 4 - (a) If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Board of Education is due, by written notice to the Board, request arbitration.

- (b) The failure of the Association Steward or other representatives to meet the time limits of any step shall bar further processing of the grievance and arbitration.
- (c) Nothing in this grievance procedure shall prevent any employee from initiating and processing a grievance, but only the Association can request arbitration.

## **Section 2 – Arbitration Procedure**

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) workdays after notice has been given. If the parties fail to select an arbitrator, the arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

No arbitrator shall have any power to amend, modify or delete any provisions of this agreement.

The expenses for the arbitrator's services and the filing fees, if any, shall be shared equally by the District and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## **Section 3 – Processing Grievances During Working Hours**

The Unit President and Shop Stewards shall be granted a reasonable amount of time off with pay, within the discretion of the District, for the purpose of processing grievances.

Time limits contained herein may be extended by mutual agreement in writing.

## **ARTICLE XVIII - STRIKES**

No strike of any kind shall be caused or sanctioned by the Association.

## **ARTICLE XIX - SNOW DAY POLICY**

Bus drivers need not report for work when inclement weather causes schools to close. However, all are subject to call by their supervisor.

All sick leave policy and administrative regulations relating to it are in effect during emergency school closings due to inclement weather.

- a. If a driver has a specific school that is being dismissed as a half-day, but all other schools are on a normal school day, the driver will be paid for any additional time the driver accumulates in doing this half-day dismissal.
- b. In the event that all schools are being dismissed for a half-day, drivers will receive their normal proration for that day.
- c. In the case of inclement weather and all schools are closed, drivers will receive their normal proration for that day.
- d. In case of inclement weather and all schools are on a two (2) hour delay and drivers are notified prior to 6:00 AM, drivers will receive the normal proration for that day.
- e. In the case of inclement weather and all schools are on a two (2) hour delay but are asked to come in at or before their clock in time, drivers will be paid any additional time they may accumulate.
- f. In the case of inclement weather and drivers are notified of an early dismissal prior to 9:30 AM, drivers will receive their normal proration for that day.
- g. In the case of inclement weather and drivers are asked to remain on stand-by after 9:30 AM in case it is necessary for an early dismissal, driver will be paid additional time they may accumulate.
- h. At the call of the Supervisor, any and all drivers that report for work on inclement weather closures are guaranteed a minimum of four (4) hours of pay.

## **ARTICLE XX - GENERAL PROVISIONS**

### **Section 1 – Disabled Employees in Jobs Dangerous to Health**

The Employer shall make every effort to place employees who, through physical disability, or who have become partially disabled and diagnosed as such by the School Physician, in suitable position if available. In no case shall the placement of an employee become detrimental or over burdensome to his fellow employees' workload. If no such position exists or if by placement in a position the employee is found to be or is identified as a burden to his fellow workers, he shall be required to ask for a medical leave of absence.

## **Section 2 – Assignment Inside and Outside of Workday**

The establishment of personnel assignment during and outside of the regular working day is the prerogative of management and shall be continued under its present fair practice for all departments and employees.

## **Section 3 – Field Trips - Meal Allowance**

The Driver on field trips shall be compensated for meals occurring during trips; \$10.00 for lunch on trips terminating after 1:00 p.m. and \$15.00 for supper if the trips terminate after 6:00 p.m. On overnight trips, the Driver shall be entitled to a \$30.00 dinner allowance.

## **Section 4 – Bus Run Picks**

### Definitions

- (a) RUN - The transporting of students from home or other points of origin to an assigned school and/or from school to home or other appointed destination.
- (b) ROUTE - A series of runs comprising the regular daily operation of a bus.
- (c) LATE RUN - Any transportation from school to home for students remaining at school after the daily dismissal for extra-curricular or co-curricular activities except that no transporting of students during the span of time in which district schools are dismissing shall be designated as late runs.
- (d) FIELD TRIP - Any transporting of students from school or other point of origin to predestined location for the group to view or in other ways participate in a school sanctioned activity or function.
- (e) ATHLETIC/CO-CURRICULAR RUN - Any transportation of students from school or other pre-designated location to another school or location and/or the return transportation for the purpose of students competing in an athletic or club event. This type of transportation may also be extended to return students to their home.

## **Section 5 – Bus Run Bidding**

- (a) Bid routes shall be posted at the Transportation Office or other designated area at least one week prior to the first day of school. Drivers will be allowed to pick the route of their choice. Priority of picking will be based on Bus Driver Seniority. Any additional runs to be added after the completion of the bidding process shall be assigned to drivers not working during the time period involved on the added run. Assignment shall be

based on the seniority list if additional time is involved. Inverse seniority shall be used in assigning additional runs that do not require additional time.

- (b) Late run bidding will be separate from route bidding described above and shall be based on seniority. Bidding will not be permitted where a conflict exists between late runs and bid routes.
- (c) Any late run not bid by drivers will be placed on a rotating list, based on seniority. Drivers MUST participate on the rotational basis to insure transportation home for all students. Two (2) consecutive refusals shall automatically place such driver at the bottom of the late run and field trip rotational list.
- (d) Field trips shall be on a rotational basis based on the bus driver seniority list. Refusals of any field trip shall place that driver at the bottom of the field trip list.
- (e) Drivers may not switch assignments of late runs or field trips without authorization from the Transportation Director or his designee.

In the event a desirable bus route become available after the annual bid of routes, the most senior qualified driver may change to the vacant route. The route vacated by the senior driver will then be assigned by management. A driver may only utilize this provision once a year.

#### **Section 6 – Labor-Management Committee**

There shall be a Labor-Management Committee that will meet to consider mutual problems regarding terms and conditions of employment. The party requesting the meeting shall submit an agenda to the other party at least five (5) workdays in advance of the meeting. Unless mutually agreed upon by the parties, no more than one meeting shall be held each month.

#### **Section 7 – Medical Tests**

Bus drivers who are required by the District, New York State Education Department, or other Department, or by local or state law to have regular tests conducted by a medical doctor or special tests ordered by the school doctor in order to continue working, shall be compensated for any cost of the test, less any amount reimbursable under the applicable insurance coverage.

#### **Section 8 – Training Course**

Bus drivers who are required by the New York State Education Department or the school district to take a training or refresher course shall be paid for class time spent in such course as well as necessary tuition and book costs. Drivers shall be paid their hourly rate under this provision.

**Section 9 – Breakdown Pay**

The District will pay bus drivers breakdown pay unless the breakdown of the District's normally assigned vehicle was proven to be caused by negligence of the driver.

**ARTICLE XXI - EMERGENCY SCHOOL CLOSINGS**

All personnel who are required to work during emergency school closings but are experiencing transportation difficulty due to impassible roads, are essential to the operation and protection of the District, are to call a number designated by the Director of Transportation and report the conditions which prevent them from reporting. If possible, a District vehicle will be sent to pick up all personnel whose services, in the opinion of the Superintendent or his designee, are absolutely essential for the safety, welfare, protection and operation of the District. Personnel complying with this Section shall not suffer loss of pay. Personnel who do not comply with this Section cannot claim pay for the time lost except that an emergency personal day can be claimed by such employees provided all personal leave days have not been previously used.

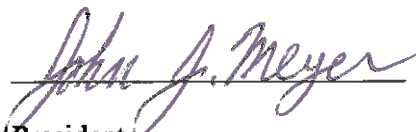
**ARTICLE XXII - TERMINATION AND MODIFICATION**

This agreement shall be effective as of the first day of July 2016 and shall remain in full force and effect until the thirtieth day of June 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

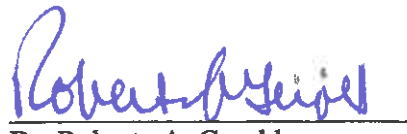
Dated: 8/18/17

MIDDLE COUNTRY CENTRAL SCHOOL  
DISTRICT TRANSPORTATION UNIT,  
CSEA, INC., LOCAL 1000, AFSCME,  
AFL-CIO, A UNIT OF LOCAL 870

  
\_\_\_\_\_  
President

Dated: 08/24/17

MIDDLE COUNTRY CENTRAL  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Dr. Roberta A. Gerold  
Superintendent of Schools



Dated: 8/18/17

CSEA, INC., LOCAL 1000



Labor Relations Specialist

Dated: 8/28/17



D. Karen Lessler  
President, Board of Education

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT  
TRANSPORTATION SALARIES  
2017/2018

APPENDIX "A"

Step	7	725	750	775	8
1*	\$ 26,465	\$ 27,410	\$ 28,356	\$ 29,301	\$ 30,245
2	\$ 31,405	\$ 32,526	\$ 33,647	\$ 34,769	\$ 35,891
3	\$ 31,518	\$ 32,642	\$ 33,769	\$ 34,895	\$ 36,022
4	\$ 31,796	\$ 32,930	\$ 34,066	\$ 35,204	\$ 36,339
5	\$ 31,992	\$ 33,134	\$ 34,278	\$ 35,420	\$ 36,563

\* Employees hired before January 1 will move a step the next July 1.

\*\* Employees hired after January 1 will move a step the July 1 of the following year.

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT  
TRANSPORTATION SALARIES  
2018/2019

APPENDIX "A"

<b>Step</b>	<b>7</b>	<b>725</b>	<b>750</b>	<b>775</b>	<b>8</b>
1*	\$ 26,995	\$ 27,958	\$ 28,923	\$ 29,887	\$ 30,850
2	\$ 32,033	\$ 33,176	\$ 34,320	\$ 35,464	\$ 36,608
3	\$ 32,149	\$ 33,295	\$ 34,445	\$ 35,593	\$ 36,743
4	\$ 32,432	\$ 33,588	\$ 34,747	\$ 35,908	\$ 37,066
5	\$ 32,632	\$ 33,797	\$ 34,963	\$ 36,128	\$ 37,294

\* Employees hired before January 1 will move a step the next July 1.

\*\* Employees hired after January 1 will move a step the July 1 of the following year.