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4983

AGREEMENT

BETWEEN

THE CITY SCHOOL DISTRICT OF ELMIRA, NEW YORK

and

COMMUNICATIONS WORKERS OF AMERICA LOCAL #1111

July 1, 2004 through June 30, 2007

RECEIVED

JAN 24 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

96



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AGREEMENT

THIS AGREEMENT made this first day of July 2004, by and between the City School District of the City of Elmira, New York, having its principal office at 951 Hoffman St., Elmira, N.Y. hereinafter called "School District", and the "Communications Workers of America, Local #1111" hereinafter called "C.W.A.", witnesseth that in consideration of the mutual covenants and agreements herein contained the parties hereto hereby agree as follows:

ARTICLE I

RECOGNITION

1.01 The School District hereby recognizes the C.W.A as the exclusive representative of Monitor Dispatcher, School Bus Drivers, Mechanics, and Head Mechanic as certified by P.E.R.B. in Case #C-C1303. This recognition shall extend for the duration of this Agreement.

ARTICLE II

GENERAL PROVISIONS

2.01 This Agreement shall constitute the full and complete Agreement between the parties hereto and shall not be altered, changed, added to, deleted from, modified or amended except by written agreement signed by both of the parties hereto.

2.02 SEPARABILITY In the event that any provision of this Agreement shall be determined to be illegal, it (said provision) shall be considered null and void. Such determination shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.

2.03 All of the provisions of this Agreement shall be binding upon the parties hereto until expiration date.

2.04 The School District and the C.W.A. for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter included herein or otherwise proposed.

2.05 Negotiations for the next contract shall commence in March, of the expiration year of this Agreement.

2.06 PLAN FOR PARTICIPATION The C.W.A. agrees that it and the employees it represents will fully meet the requirements of the Elmira City School District's Plan for Participation.

ARTICLE III

MANAGEMENT RIGHTS

3.01 The C.W.A. recognizes that among the vested rights of the School District are: Assigning and supervising its employees; determining the number of employees to be hired, the rights to hire, suspend, discharge, discipline, demote, promote, transfer, to abolish positions, and to determine the number and schedule of hours to be worked. These rights of the School District are not all inclusive. They merely point out the types of rights which are inherent to the employer.

3.02 It is understood that these management rights shall not abridge existing Federal, State, Local or Civil Service Laws or the same as they shall be amended from time to time.

3.03 Except as expressly provided otherwise in this Agreement, the determination and administration of District policies, the operation and management of the District transportation department, and the direction of employees are vested exclusively in the Board of Education.

3.04 The District will not place anonymous derogatory material in employee's personnel file.

ARTICLE IV

TERMINATION OF EMPLOYMENT

4.01 In the event of the resignation of an employee, the employee shall give at least two (2) weeks written notice to the School District. This may be waived by the District.

4.02 If the School District finds it necessary to reduce the work force through layoffs, suspensions, or demotions, they shall do so consistent with the provisions of Article 80 & 81 of Civil Service Law.

ARTICLE V

WAGES

5.01 SCHEDULE Employees shall be paid hourly wages as follows:

- a. For the period July 1, 2004 to June 30, 2005, employees shall be paid as indicated on the applicable 2004/05 attached schedule.
- b. For the period July 1, 2005 to June 30, 2006, employees shall be paid as indicated on the applicable 2005/06 attached schedule.
- c. For the period July 1, 2006 to June 30, 2007, employees shall be paid as indicated on the applicable 2006/07 attached schedule.

Placement will be made in accordance with calendar year of hire as set forth in the tables. Any employee who has not topped out and is absent from work on an unpaid leave of absence of six months or more loses a year of service credit and will be treated as having a hire date one year later than when the employee was hired. The parties agree that there is no Triborough increase beyond the expiration of the Agreement.

C.W.A. Rate Schedule

<u>2004/05</u>		<u>2005/06</u>		<u>2006/07</u>	
<u>Hired</u>		<u>Hired</u>		<u>Hired</u>	
2007		2007		2007	\$ 11.25
2006		2006	\$ 11.00	2006	\$ 11.33
2005	\$ 10.75	2005	\$ 11.07	2005	\$ 11.40
2004	\$ 10.82	2004	\$ 11.14	2004	\$ 11.47
2003	\$ 10.98	2003	\$ 11.31	2003	\$ 11.65
2002	\$ 11.25	2002	\$ 11.59	2002	\$ 11.93
2001	\$ 11.41	2001	\$ 11.75	2001	\$ 12.11
2000	\$ 11.68	2000	\$ 12.03	2000	\$ 12.39
1999	\$ 11.96	1999	\$ 12.32	1999	\$ 12.69
1998	\$ 12.26	1998	\$ 12.62	1998	\$ 16.33
1997	\$ 12.26	1997	\$ 15.85	(B4) 1998	\$ 16.33
1996	\$ 15.39	(B4) 1997	\$ 15.85		
(B4) 1996	\$ 15.39				
Retirees	\$ 13.03	Retirees	\$ 13.42	Retirees	\$ 13.82
3-Trip	\$ 14.61	3-Trip	\$ 15.04	3-Trip	\$ 15.49
10 Months	\$ 15.63	10 Months	\$ 16.09	10 Months	\$ 16.58
12 Months	\$ 15.29	12 Months	\$ 15.74	12 Months	\$ 16.22
Mechanics		Mechanics		Mechanics	
2005	\$ 12.18	2006	\$ 12.67	2007	\$ 13.18
Top	\$ 17.62	Top	\$ 18.15	Top	\$ 18.70

5.02 MILEAGE For each five miles daily in excess of 20 miles for one trip, 40 miles for two trips, or 60 miles for three trips, increase basic salary by \$105.00 on July 1, 2004 and to \$107.00 on July 1, 2005. This provision is not applicable to full-time drivers and mechanics.

5.03 LICENSE REIMBURSEMENT The District will now reimburse drivers one-eighth (1/8) of the actual cost of driver's license and said amount will be payable as of June 30 of each year.

5.04 OVERTIME Overtime pay will be at the rate of time and one-half for all hours worked over 40 hours per week or over 8 hours per day.

5.05 MINIMUM A minimum of 2 hours pay shall be granted for all trips made and trips which have been canceled after the driver has been called to work.

5.06 PAY FOR ANNUAL PHYSICAL The District will pay employees one (1) hour pay for each part of their physical (if split over different days) when performed outside their normal working hours.

5.07 LONGEVITY PAYMENT

- A. **For Mechanics and 12 Month Employees Other than Bus Drivers.** Any mechanic and 12 month employees other than bus drivers, who have been employed continuously for fifteen years with the District, shall be entitled to a longevity payment of \$750 beginning in his sixteenth year of service and an additional longevity payment in the same amount beginning in his twenty-first year of service.
- B. **Other Employees.** Effective July 1, 2004, any employee, other than those covered in paragraph "A", who have been employed continuously for fifteen years with the District shall be entitled to a longevity payment of \$275 beginning in his/her sixteenth year of service and an additional longevity payment in the same amount beginning in his/her twenty-first year of service. The longevity payment amount set forth in this paragraph will increase to \$325 for 2006/07.
- C. **Longevity.** Amounts set forth in paragraphs (a) and (b) above are added to salary on a bi-weekly basis. In the anniversary year, the payment is made on a prorated basis.

5.08 PAY PERIOD/DIRECT DEPOSIT

- A. Unit members shall be paid on the 15th of the month and on the last day of the month. If said days fall on a weekend or holiday, payday shall be on the workday immediately preceding the 15th of last day of the month. This change will not be implemented by the district until after June 30, 2005.
- B. The District has implemented a direct deposit plan for the deposit of salary. The direct deposit option provides for the employee to designate one account at any one bank covered by the Federal Deposit Guarantee System for the deposit of their salary.

ARTICLE VI

WORK YEAR, CONFERENCE DAYS AND SNOW DAYS

6.01 Work Year The work year is 185 workdays as determined by the Supervisor of Transportation in accordance with the school calendar for when regular transportation services are provided.

6.02 Conference Days On a day when every school on a driver's route is closed due to teachers' conference day, that driver shall not be required to report to work.

6.03 Snow Days Twelve-month employees shall report to work on snow days and days that school has been dismissed (but not listed on the school calendar). Other employees will be paid, but need not report to work.

6.04 DELAYED OPENINGS as a result of inclement weather.

- A. When a delayed opening has been implemented by the District, drivers shall report in accordance with the delayed opening schedule. Such schedule shall be developed by the Supervisor of Transportation and shall be posted no later than September 30 of each school year and shall be subject to updating as required.
- B. A copy of the delayed opening schedule and any subsequent revisions shall be given to the C.W.A. unit president at the time of posting.
- C. All drivers whose normal hours are amended to comply with the delayed opening schedule shall receive payment equal to two (2) hours of their scheduled rate for each incident up to a maximum of four incidents. A driver who is unable to report for the delayed opening due to other employment shall be allowed to use personal time should such time be available. For any school year, any opening "drills" shall not be counted towards the maximum four (4) incidents.

ARTICLE VII

HOLIDAYS

7.01 Full-time 12-month drivers and mechanics shall be entitled to fourteen (14) paid holidays that will be scheduled annually and will be posted by the District Director of Human Resources. Full-time 10-month employees shall receive four (4) holidays which shall be scheduled annually. Part time employees shall have one (1) paid holiday (Christmas) per year.

7.02 Request for time off for observance of religious holidays in exchange for scheduled holidays may be submitted to the Supervisor for individual consideration.

ARTICLE VIII

LEAVES OF ABSENCE

8.01 SICK LEAVE/FAMILY LEAVE

- A. All employees hired prior to July 1, 1973 or those who work more than 30 hours per week or earn \$3,000.00 or more per year (exclusive of overtime pay) shall be entitled to the following paid sick leave:
1. 5 days in the first year (prorated)
6 days per year in years 1-5
10 days per year in years 6-10
12 days per year from 11-20 years of service
15 days per year after 20 years of service
- B. Employees may designate up to five (5) days of their sick leave per year as family illness days. Family shall be defined as spouse, child or other relative living in the employee's household.
- C. Employees may accumulate up to 180 days paid sick leave.
- D. The School District may require a physicians' statement for illness that exceeds four (4) consecutive days; such statement can be obtained from the School Board physician or the employee's physician, whichever the employee prefers.

8.02 BEREAVEMENT LEAVE

- A. A death in immediate family. An employee shall be entitled to up to five (5) days paid leave for a death in the immediate family. The term *immediate family* means parent, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law and brother-in-law.
- B. Death outside immediate family. An employee shall be entitled to one (1) day paid leave for the death of foster siblings, half-siblings, grandparents, nephew, niece, aunt, uncle and in-laws not included in paragraph "A" above. However, up to five (5) days leave may be allowed upon approval of the Superintendent or his/her designee.

8.03 EMERGENCY LEAVE One (1) additional day of leave may be allowed for emergencies upon approval of the Superintendent or his/her designee.

8.04 PERSONAL LEAVE

- A. All employees may receive two (2) days of non-accumulative personal leave per year with pay. Request for personal leave must be submitted on the personal leave form 48 hours in advance of the day being requested. The request shall be submitted to the Supervisor of Transportation. In cases of emergency, the 48 hour notice may be waived by the Supervisor of Transportation. In all cases, the work of the department shall take precedence.
- B. Unused personal leave will be converted to sick leave at the end of each year and added to the employee's sick leave accumulation.

8.05 MATERNITY, ADOPTION AND SICK LEAVE

Maternity or adoption leave can begin at any time an employee requests. It lasts for no more than one (1) year unless an extension for one (1) year or less is requested by the employee and granted by the Board. No salary is payable for maternity or adoption leave.

- A. Employees desiring sick leave benefits on account of pregnancy and childbirth will be required to submit to the Superintendent, a certificate from their physician setting forth the date after which they were incapacitated from carrying on their duties. If an employee claims sick leave benefits for any period subsequent to the 14th day after delivery, she must submit a physician's statement of disability for each 14 day period of benefits claimed.
- B. The Physician's statement is due on the 14th calendar day of the next following working day if the calendar day falls on a non-school day. Sick leave may not be claimed or granted for days when school is not in session (i.e. holidays, vacations, recesses, etc.)

8.06 VOLUNTEER FIREMEN'S LEAVE

Volunteer Firemen whose collective bargaining representative is C.W.A. and who meet the following criteria will not suffer any loss in pay when responding to a fire.

- A. The employee must have one (1) complete year of active fire service with a volunteer fire company. The one (1) year service must be verified beforehand and be on file with the Personnel Office certified by the President of the volunteer fire company.
- B. The call for which an employee can have leave must be a structure fire. Employees may not leave or be late due to M.V.A., Mutual Aide Standby, or EMS calls and snow emergencies.
- C. Employees will not suffer any loss in pay for reporting late after having attended a structure fire immediately preceding reporting to work if they meet the criteria set forth in paragraphs A and B.
- D. If there is an unusual circumstance involving a volunteer fireman either being late to work or having to leave work, the employee shall inform the Superintendent in writing of the conditions and request that paid time off be granted. It shall be within the discretion of the Superintendent as to whether to approve the request.

ARTICLE IX

VACATIONS

9.01 Full-time, 12-month employees shall be entitled to paid vacations as follows:

- A. First Year: Employees who, on July 1, have been employed more than one (1) month, but less than four (4) months shall receive one (1) day. Employees employed more than four (4) months shall receive one (1) day plus one (1) additional day for each additional two (2) months employment, for a maximum vacation of five (5) days.

- B. Second through sixth year: 10 days
- C. Seventh through twelfth year: 15 days
- D. Thirteenth year and beyond: 20 days
- E. Except for mechanics, employees may not use vacation days during the first two weeks of the school year. During the first two weeks of the student school year, the Superintendent of Transportation may approve vacation for one mechanic.

9.02 Employees who earn vacation shall be allowed to carryover unused vacation for a period of two (2) months. Such carry over must be used within the two months or the employee shall forfeit such time. The work of the department shall take precedence over any request for vacation carryover usage.

ARTICLE X

JOB POSTINGS, BIDDING, FIELD TRIPS & SENIORITY

10.01 JOB VACANCIES When vacancies occur in any job classification, a notice of that vacancy shall be posted on a bid sheet on the bulletin board for five (5) working days and the Union Unit Director shall be notified. Employees wanting to bid for the job vacancy must sign the bid sheet during the five (5) working days or waive their right to bid. The length of service in the Unit shall be one of the criteria for promotion and assignment, but not the sole determining factor.

10.02 ROUTE VACANCIES

- A. When route vacancies occur, that vacancy shall be posted on a bid sheet on the bulletin board for five (5) working days and the Union Unit Director shall be notified. Employees wanting to bid on the route must sign the bid sheet during the five (5) working days or waive their right to bid. Seniority shall be one of the criteria for route assignment, but not the sole determining factor.
- B. Each route vacancy and up to four vacancies that occur as a result of that first vacancy will be filled by the above rules. All other route vacancies that occur will be filled at the discretion of the Supervisor of Transportation.
- C. When seniority is not the determining factor, a written explanation will be given to senior employees who are not selected, if they request it.

10.03 ROUTE COMBINATION If runs are combined, the senior driver will be awarded the remaining run unless there is a reasonable and demonstrable factor for not awarding the remaining run to the senior driver. If the run is not given to the senior driver, a written explanation will be given to him/her if he/she requests it.

10.04 FIELD TRIPS

- A. A field trip sheet shall be posted on the bulletin board at all times. All drivers (mechanics cannot volunteer) wishing to make trips must sign the sheet. New names added to the sheet shall be assigned the maximum number of hours on the sheet at that time.

- B. New drivers will not be eligible for field trips until ninety (90) working days after they receive a regular or unassigned run.
- C. The number of hours worked on each field trip will be entered on the sheet for the driver who made the trip, and all drivers who refused the trip if twenty-four (24) hours notice has been given.
- D. All hours worked on voluntary field trips shall be charged as if they were paid for it.
- E. On Wednesday of each week field trips for the coming week will be assigned to the lowest driver on the list in order to equalize the trip list. The lowest third of the list will be assigned (in rotation) the following week's trips first. If those among the lowest third are insufficient to accommodate all the trips, the trip will be assigned to others on the list in normal rotation.
- F. The Unit Director or the Chief Steward will be paid to oversee this assignment of field trips up to a maximum of one hour each week at his/her regular hourly rate.
- G. Mileage stipends will not be paid on field trips.
- H. When a driver fails to report on time for three (3) field trips in a school year, that driver shall receive notice that upon the next late arrival, he/she shall be removed from the field trip list for a period of 60 days.

10.05 SENIORITY Seniority is defined as the length of continuous service following the date of the initial regular job assignment after completion of the bus driver examination.

ARTICLE XI

TARDINESS

11.01 Each employee is expected to be punctual. Excessive and habitual lateness in reporting for work will be subject to reprimand or other action according to law as deemed necessary by the Supervisor of Transportation.

ARTICLE XII

MECHANICS

12.01 Up to five (5) changes of uniforms per week will be furnished by the School District for mechanics.

12.02 The Head Mechanic shall receive a stipend added to salary equivalent to one (1) hour pay per day at his/her regular hourly rate.

12.03 The District will pay to insure against fire, major theft or casualty loss on the personal tools and tool boxes owned and used by the department's mechanics in the regular course of their District duties and stored at the District's bus garage, with the insurance subject to a deductible of Two Hundred Fifty Dollars (\$250.00) per loss. The insurance will not cover normal wear and tear. Each

employee has the responsibility to provide an accurate inventory of such tools and such other information as required by the District's carrier for such coverage.

ARTICLE XIII

DISABILITY

13.01 The School District shall provide for the payment of disability benefits for all employees covered by this Agreement and shall deduct from the salaries of all such employees, the amount provided by Section 209 of the Workmen's Compensation Law as the employee's contribution to the cost of providing such benefits.

ARTICLE XIV

HEALTH INSURANCE

14.01 The School District shall make available to each unit member the opportunity to enroll in the District's health and dental insurance plan through a self-funded health care program as described in the C.W.A. Employee Medical and Dental Benefit Plan document previously agreed to by the District and C.W.A.

1. All new hires are only eligible and will be enrolled in Option B of District Plan. (Option A is only available for employees eligible for coverage and hired before July 1, 1999.)
2. Doctor's Office visit co-pay in Option A and Option B - \$10.00. (This provision applies also to any person retiring on or after July 1, 1999).
3. District Plan will cover the cost up to a maximum of \$75 per year, for eye examination/prescription lenses.
4. Effective July 1, 2002, all employees entitled to and maintaining coverage under the District's Health Plan for active employees shall be provided the same dental coverage benefits as are provided to "Option B" Preferred Dental Plan.

5. PRESCRIPTION DRUG CO-PAY:

Effective July 1, 2004, the co-pay for every prescription filled will be:

- a. Generic Pharmaceutical - \$8.00 local, mail order \$5.00
- b. Brand Name Pharmaceutical - \$15.00 local, mail order \$10.00
- c. Non-Formulary Pharmaceutical - \$30.00
- d. Brand Name Pharmaceutical, if a Generic Equivalent Exists - \$30.00
(This co-payment will apply to prescriptions with "dispense as written").

Maintenance Drugs may be obtained either locally or by mail order and are available for up to a 90 day supply.

6. Effective July 1, 2004, the major medical expense benefit for both Option A and Option B shall be based on 80% of covered charges up to \$5000. This Plan change will also be made to the Retiree Health Plan Document.

14.02 EMPLOYEE CONTRIBUTION Effective July 1, 2002 unit members electing coverage shall contribute as follows to the cost of the plan:

- A. For the 2002/03 school year, in addition to the employee contribution paid in the 2001/02 school year, each employee shall have his/her contribution increased by 20% of the Premium Equivalent for an "Active Family Plan" established by the Board of Education. Any employee hired after June 30, 2002 shall have a contribution for their Health Plan benefits equal to 20% of the Premium Equivalent for an "Active Family Plan" established by the Board of Education for the 2002/03 school year. All employees eligible to participate in the District's Health Plan must pay the employee contribution referenced above, regardless of the Health Plan Option in which they are enrolled.
- B. Effective July 1, 2003, the employee contribution shall be 20% of the Premium Equivalent for an "Active Family Plan" as established by the Board of Education. All employees eligible to participate in District's Health Plan must pay this employee contribution referenced above, regardless of the Health Plan Option in which they are enrolled.
- C. For unit members who so elect, the contribution for health insurance will be made utilizing the District's Insurance Premium Payment Account (Section 125-IRS Code). A written election must be submitted to the District Business Office in the month of June, in accordance with the Health Plan Document, or at such time as an individual first becomes eligible to make an election. Failure to submit a written election to participate in the Insurance Premium Payment Account within the specified time period will result in the contribution being deducted from paychecks on a taxable basis. Forms to make the election will be available in the Transportation Supervisor's Office. Twelve-month employees shall make contributions over twenty-six pay periods, ten-month employees over twenty-one periods.

14.03 MEDICAL REIMBURSEMENT SUPPLEMENT

- A. Twelve and Ten month employees shall be eligible for a (\$500.00) Five hundred dollar Medical Reimbursement Supplement. The actual payment is to be based on the individual employee's use of sick leave in the previous school year. For each day the employee is absent due to sickness, the five hundred dollar (\$500) maximum payment shall be decreased by fifty (\$50), payable by August 30.
- B. Part time employees shall be eligible for a two hundred fifty dollar (\$250) Medical Reimbursement Supplement. The actual payment is to be based on the individual employee's use of sick leave in the previous year. For each day the employee is absent due to sickness the two hundred fifty dollar (\$250) maximum payment shall be decreased by twenty five dollars (\$25), payable by August 30.

14.04 CONTINUATION OF HEALTH PLAN COVERAGE WHILE ON LEAVE A unit member who has exhausted their sick/vacation/personal leave benefits will not be entitled to coverage under the Elmira City School District Health Plan while absent from work on unpaid leave, including Workman's Compensation and Disability insurance except as follows:

- A. For all time covered by the provisions of the Family Medical Leave Act, which shall be extended to all unit members entitled to health insurance coverage under the collective bargaining agreement (it being understood that time on paid sick leave runs concurrently with the Family Medical Leave Act time period). The employee will continue to pay his/her employee contribution for health insurance coverage during this period; or
- B. If an employee has exhausted paid sick/vacation/personal day benefits, the employee shall submit a request for a short-term leave, including any remaining Family Medical Leave Act leave, for a period of up to four months with appropriate medical justification for the employee's illness. The employee will continue to pay his/her employee contribution for health insurance coverage during this period; or
- C. By paying the full premium equivalent pursuant to COBRA.

14.05 PREMIUM CONVERSION PLAN The District has implemented an Insurance Premium Payment Account pursuant to Section 125 of the Internal Revenue Code, which shall have an election filed annually in accordance with §14.02C to have deductions properly qualify for Section 125 treatment.

14.06 RETIREE An employee who has at least ten (10) years of employment with the School District, during which the employee participated in the District's Health Plan, and provides a letter from the New York State Retirement System stating that he/she has been approved for retirement benefits shall be eligible for retiree health benefits under the Retiree Benefit Plan document previously agreed to by the School District and C.W.A..

14.07 RETIREE CONTRIBUTION

- A. No contribution shall be required of eligible retirees who retire prior to September 1, 1998. For employees who retire between September 1, 1998 and June 30, 2005, any employee who retires with more than ten (10) years, but less than twenty (20) years of service with the School District, shall pay 10% of the premium equivalent cost of the family or individual coverage. Any employee who retires with more than twenty (20) years of service to the School District shall pay 8% of the premium equivalent cost of the family or individual coverage. For employees retiring before June 30, 2005, when eligible for Medicare, the retiree must elect participation and the retiree plan will only provide benefits secondary to Medicare coverage.
- B. Employees retiring on or after July 1, 2005 who are entitled to retiree health benefits shall contribute twenty percent (20%) of the appropriate premium equivalent. When eligible for Medicare, the retiree must elect participation and the retiree plan will only provide benefits secondary to Medicare coverage. At such time as an individual retiree provides the district with documentation verifying that they are now covered under Medicare, or at such time as everyone receiving coverage under the retiree's family coverage is covered by Medicare, they will no longer be required to pay premium equivalent payments. The district will not reimburse the Medicare contribution deducted from Social Security checks.

14.08 HEALTH PLAN GOVERNANCE The C.W.A. and the Board of Education recognize their shared responsibility to provide a health benefit plan which continues to provide access to health services which meets the needs of its members. In order to achieve this goal, the governance ECSDHPC shall be as set forth in the by-laws of the ECSDHPC. The Committee shall not have the authority to change benefit levels of the District health plan agreed to by the District and C.W.A.

ARTICLE XV

RETIREMENT AND DEATH BENEFIT

15.01 All employees covered by this Agreement shall continue to be covered under option 75E of the New York State Employees' Retirement System for the duration of this contract.

ARTICLE XVI

GRIEVANCE PROCEDURE

16.01 It is agreed that neither the School District nor the Union will try to resolve grievances once they are presented by any means other than this procedure.

16.02 For the purpose of this article a grievance shall be a complaint by an employee or group of employees that a provision of this Agreement has been violated.

Step 1: Grievances shall initially be presented to the immediate supervisor by the Union Steward. It is the obligation of the Steward to clearly identify the grievance as such. A review of the grievance shall transpire between the parties and an answer shall be given within ten (10) working days.

Step 2: If the grievance is not settled at step one, it may be appealed in writing within six (6) working days by the Unit Director to the District Personnel Administrator. A review of the grievance shall transpire between the parties, and a written answer shall be given within ten (10) working days.

Step 3: If the grievance is not settled at step two, it may be appealed in writing by the Local President or his/her designee to the District Superintendent or his/her designee. A review of the grievance shall transpire between the parties, and a written answer shall be given within ten (10) working days.

16.03 ARBITRATION If the grievance is not settled at step three, the Union can submit the matter to arbitration within sixty (60) days to the American Arbitration Association. However, if both parties agree, the New York State Mediation Service may be used. The decision of the Arbitrator shall be rendered to both parties and shall be binding. The arbitration cost will be borne equally by the parties.

16.04 Any time limits in this article may be waived by the mutual consent of the parties.

ARTICLE XVII

NO STRIKE CLAUSE

17.01 The C.W.A. affirms that it does not have the right (and will not) strike against the School District or assist in, participate in, or condone any strike, slowdown, or work stoppage.

ARTICLE XVIII

SUMMER WORK AGREEMENT

18.01

- A. There shall be two (2) separate summer work sheets posted that record all "driving hours" and "bus washing hours" separately.
- B. The work sheets will be posted by June 1st of each year.
- C. Drivers who desire summer work must sign the appropriate sheet.
- D. Regular runs will be assigned senior drivers.
- E. The number of "summer work hours" each driver experienced over the low worker last year will be noted after their name.
- F. Supervisor will make a good faith effort to distribute summer work equally by assigning low driver first.
- G. Drivers washing buses must do a satisfactory wash job and average about one (1) bus every four (4) hours.
- H. Drivers wanting to wash their own bus may do so and will receive four (4) hours pay for it.
- I. If the following procedure is followed and proves unsuccessful, management reserves the right to fill summer work needs as it deems best.

ARTICLE XIX

UNION SERVICE FEE

19.01 All employees within thirty (30) days of this agreement must be members of the union or pay a union service fee in an amount equal to dues for the service the union is required to render on their behalf. The School District is not liable for this article.

19.02 The C.W.A. agrees to indemnify the School District from any claims or judgments arising from collection of union service fees.

ARTICLE XX

EMPLOYEE TAX SHELTERED ANNUITY

20.01 INSURANCE ANNUITY PLAN - The School District agrees that in accordance with Section 3109 of the Education Law, it will enter into an agreement with any employee to reduce the annual salary of such employee for the purpose of purchasing an annuity for such employee which qualifies under Section 403b of the Internal Revenue Service Code.

- A. Requests for such agreements must be made by the employee between September 1st and October 11th or between January 1st and January 17th of each year of the Agreement.
- B. The plan selected by the employee must be a qualified plan approved by the District. The employee is responsible to submit to the School District's Business Office, a copy of the calculation for the proposed deduction and verification that the deduction conforms with IRS 403b requirements. The plan sponsor must provide an indemnification agreement (hold-harmless) to the District for said plan and the employees' participation in the plan. The School District will mail contributions to the plan sponsor as directed in writing by the employee within five (5) business days after the payroll deduction is made.

ARTICLE XXI

DURATION

21.01 This contract shall commence on July 1, 2004 and terminate on June 30, 2007.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF THE parties hereto have caused these present to be executed by their duly authorized officers as of the day and year first above written.

CITY SCHOOL DISTRICT OF CITY OF ELMIRA, N.Y.

BY: Laura E. Sherwood

COMMUNICATIONS WORKERS OF AMERICA LOCAL #1111

BY: Fritz Mark LOCAL PRES

BY: Paul V. McKlein
UNIT DIRECTOR, C.W.A. LOCAL #1111

BY: David A. Palmer
C.W.A. UPSTATE AREA DIRECTOR