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Title: **Elizabethtown Lewis Central School District and Elizabethtown Lewis Central School Support Staff Association (2014)**

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Union: **Elizabethtown Lewis Central School Support Staff Association**

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Agreement
by and between the
**Elizabethtown-Lewis Central School
District**

and

**the Elizabethtown-Lewis Central School
District Support Staff Association
NYSUT/AFT, AFL-CIO**

July 1, 2014 – June 30, 2018

The following constitutes a complete and full set of terms and conditions of employment as agreed to by and between the Elizabethtown-Lewis Central School District (“District”) and the Elizabethtown-Lewis Central School District Support Staff Association NYSUT/AFT, AFL-CIO (“Association”) as and for a first collective bargaining agreement by and between the Parties. The Parties agree that this statement shall not relinquish the Parties rights to bargain any mandatory subjects of bargaining which may from time to time arise.

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AGREEMENT made effective the first day of July 1, 2014 between the Elizabethtown Lewis Central School District by the Superintendent of the Elizabethtown Lewis Central School District (hereinafter, "District") and the Elizabethtown Lewis Central School Support Staff Association (hereinafter referred to as the "Association") in pursuance of the Public Employees' Fair Employment Act (being Article 14 of the Civil Service Law as enacted by Chapter 392 of the Law of 1967), as follows:

STIPULATION

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

ARTICLE I
RECOGNITION

Consistent with the PERB Order (C-6209) dated September 16, 2013, the Association shall be comprised as follows:

Included: Full-time employees and part-time employees working 20 or more hours per week or bus drivers performing two or more bus runs per day, in the following titles: Custodian, Cleaner, School Bus Driver/Cleaner, Bus Driver, Bus Aide, Secretary, Typist, Account clerk, Account Clerk/Typist, Data Clerk, Cook, Food Service Helper, Mechanic, and Teacher Aide.

Excluded: All other employees.

ARTICLE II
DURATION

The term of the agreement shall be four years commencing July 1, 2014 and ending June 30, 2018.

ARTICLE III
MANAGEMENT RIGHTS

The Parties agree that the District retains the sole right to manage its business and services and to direct the working force, including, but not limited to by way of past practice or otherwise, the right to decide the number and location of operations as well as methods, processes and means used in the operation of services as well as determine the starting and quitting time and the number of hours to be worked, not otherwise specified in this Agreement.

Any ambiguity in interpreting this management rights clause in conjunction with any other provision of this Agreement shall be resolved in favor of the management rights clause. The failure to exercise a particular management right or function or the exercising of such right or function in a particular manner shall not constitute a waiver of the District's right to exercise such management right or function in any manner not in conflict with a specific provision of this Agreement or statute.

ARTICLE IV
PAYROLL DEDUCTION

- A. The District will deduct from the salaries of Association members' dues, as well as dues for the Association's state and national affiliates, to the extent authorized by law. Authorization for dues deduction shall be in writing and the authority to deduct dues shall remain in full force and effect for all purposes while an Association member is employed by the District, or until it is revoked by the member.
- B. The District will deduct an Agency Fee from the wages, to the extent authorized by law, of any Association member who is not a dues paying member of the Association.
- C. Deductions will be made in the following manner: total certified annual membership dues for those designated organizations shall be deducted in sixteen (16) equal installments commencing with the first pay period in October. Following each pay period, the district will transmit the amount deducted to the Treasurer of the Association. The first and final transmittal shall be accompanied by a listing of the Association members for whom deductions have been made and the amount deducted for each.
- D. Upon an Association member's signed request on a form approved by the District, deductions will be arranged for the purpose of tax sheltered annuities.
- E. The District shall provide Association members the right to use payroll deduction for NYSUT Member Benefits Trust and NYSUT Vote/Cope contributions as unit members individually authorize.
- F. The District will provide payroll deduction for the IRS 125 "Flex" Plan.

ARTICLE V
PERSONNEL FILES

Each Association member shall be notified when critical letters are placed in his/her personnel file. Each Association member shall sign any such letter acknowledging receipt thereof. Each Association member shall have the right to respond to any such critical letters placed in his/her personnel file.

The District agrees not to place anonymous materials in any Association member's personnel file. The District shall notify any Association member who receives a positive letter regarding his/her performance however, such letters shall not necessarily be placed in the Association member's personnel file.

Association members shall have access to their personnel files during the school day, when requested. Members shall receive a copy of the personnel file upon request.

ARTICLE VI
FINGERPRINTING

Each Association member shall be fingerprinted in advance of and as a condition of employment by the District, as required by law.

Association members who are hired to a full-time 10 or 12 month Association position shall receive reimbursement by the District for the cost of such fingerprinting following each such Association member working for the District six (6) consecutive months. Reimbursement shall only be for the actual costs incurred by the Association member for such fingerprinting. Such reimbursement shall be a one-time payment not attributable as salary. This provision for reimbursement shall only apply to employees hired on or after July 1, 2014

ARTICLE VII
WORK DAY/WEEK

Expectation of employment regarding work day/week and Association members responsibilities in regard to work day/week shall be as follows:

Chart Benefit Key:

1 Health Insurance 2 Leave (Per Article VII) 3 Vacation 4 Paid Holidays 5 ALL

Position	Work Year	Benefits	Emergency Days	Hours^{a, b, c}
Aide	10 month	1, 2, 3	No	7 per day
Cleaner	12 month	5	Yes 1/2 day ^d	37.5/week
Cook	10 month	1, 2, 3	No	7.5 per day
Mechanic	12 month	5	No	37.5/week
Driver/Cleaner	12 month	5	Yes 1/2 day ^d	37.5/week
Bus Monitor/Aide	10 month	1, 2, 3	No	6.5 per day
Clerical	12 month	5	May be required	7.5 per day
Food Service Helper (FT)	10 month	1, 2, 3	No	6 per day
Driver (FT)	10 month	5	No	32.5/week (split shift possible)

Benefits are for full-time employees only

^a Cafeteria hours **for other than full time employee members of the unit** are as assigned by the District and may vary from the indicated number.

^b Lunch time indicated is scheduled by the administration and is the amount of time an employee is not required to perform his/her job/duties. This time is excluded in the work hours.

^c If an employee works less than four (4) hours per day then no lunch break will be provided.

^d Unless otherwise directed by Superintendent.

A. **Holidays:** For Association members eligible to receive paid holidays, the following are recognized as paid holidays when they fall on a scheduled workday and such pay is included in Association members' salary: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, the Day proceeding or following Christmas Day (as determined by the Superintendent), New Year's Day, the day proceeding or following New Year's Day (as determined by the Superintendent), Martin Luther King's Day, President's Day, Good Friday, Memorial Day.

For purposes of implementation of this paragraph holidays shall be observed as legally designated, except if a holiday fall on Saturday it will be observed the preceding Friday; or if a Holiday falls on a Sunday, it will be observed on the following Monday.

Association members shall not be paid for holidays or days on the school calendar on which they do not perform work/services for the District except as set forth above.

B. **Overtime:** Overtime will only be granted with prior approval from the Association member's immediate supervisor or the Superintendent/Principal. Overtime shall only be paid after 40 hours of actual working hours have been completed. Straight time will be paid until 40 hours during the work week. Such breakout shall be clearly stated on the Association member's time sheet and shall be reviewed and signed by the Association member's immediate supervisor.

C. **Emergency Days:** Association members shall work on emergency days in accordance with the above chart. Those employees required to work such days, will be allowed to use vacation or personal time on such days. In those cases where emergency days are declared by Essex County or any other official, non-school authority, employees will not be required to report to work and leave time will not be charged.

D. **Summer Hours:** Full-time 12 month employees may work summer hours which begin the Monday following graduation and end the Friday prior to Labor Day. Summer hours reduce the required working hours per day from 7.5 to 6.5. The actual schedule of the employees work day will be determined by the employees' immediate supervisor and approved by the Superintendent. The reduction in a work day requires the employee to work the required 40 hours per week before receiving the time and ½ rate for overtime

E. **Temporary Assignment:** Association members who are requested by their supervisor to work in a position with a different rate of pay than their regularly assigned position shall be paid the rate for such position. Such different rate shall only be paid if the temporary assignment is approved by the Superintendent/Principal and the work is performed for the full day. Association members are not required to agree to accept such temporary assignments to positions with lower rates of pay.

ARTICLE VIII
LEAVE TIME

The District shall provide Association members leave in accordance with the below chart and terms of use set forth in herein.

Leave/Employee Type	10-Month Employees	12-Month Employees
Vacation: Days shall <u>not</u> accumulate year to year	6 paid vacation days for current unit members; days to be used when school is not in session. <i>No vacation days for those hired on or after July 1, 2014.</i> Days shall be utilized only when school is <u>not</u> in session. Days shall not accumulate year to year.	Year 1-5: 12 days/year Year 6-9: 17 days/year Year 10+: 22 days/year Days shall be utilized only when school is <u>not</u> in session. Days shall not accumulate year to year.
Sick: The Parties agree Association members who have accumulated more than the days set out here shall maintain that number of days for use only.	15 days annually. Accumulate up to 150 days	17 days annually Accumulate up to 170 days
Personal	3 days annually which shall not accumulate.	4 days annually which shall not accumulate.
Unpaid Leave	Association members may request unpaid leaves. Any such request must be made in writing, on a form established by the District. Such request must identify the duration requested for such leave and reasons for such leave. Such leave may be granted in the sole and exclusive discretion of the Superintendent/Principal and Board. Denial of any such request shall not be subject to appeal or grievance.	
Child Rearing Leave	Association members shall be eligible for child rearing leave in accordance with the Family Medical Leave Act (FMLA).	

A. Vacation Days – Rules for Use:

1. Vacation days shall be granted to eligible Association members in accordance with the above chart, on July 1 each year.
2. Vacation days shall be pro-rated at the beginning of employment and at the time of separation from the employment by the District. To determine monetary value of such days, any such pro-ration shall be calculated using the applicable employee's per diem rate of pay using 200 days/year for 10 month employees and 240 days/year for 12 month employees.
3. There shall be no carryover of unused vacation days from one year to the next. Any vacation days not used during the year in which it is earned shall be forfeited.
4. All requests for vacation time shall be made in writing to the employee's immediate supervisor at least fifteen (15) working days in advance. Any leave requested during the month of June must be approved prior to May 15th. Approval of leave, at any time, is at the discretion of the employee's immediate supervisor and/or the Superintendent/Principal.

B. Sick Leave – Rules for Use

1. Sick leave days shall only be used in the event of illness or injury to the employee and/or members of his/her immediate family.
2. Sick leave days shall be credited on July 1 each year. Sick days shall be pro-rated at the beginning of employment at the time of separation from employment. To determine monetary value of such days, any such pro-ration shall be calculated using the applicable employee's per diem rate of pay using 200 days/year for 10 month employees and 240 days/year for 12 month employees.
3. In order for an absence to be charged to sick leave, it must be reported by the employee to his/her supervisor at least one (1) hour before the working day on the first working day and on each subsequent working day of such absence.
4. The unit of computation for sick leave shall not be less than one-half (1/2) day. Sick leave day credit shall not be earned for a period an employee is on leave of absence. For the calculation of sick leave credit, unless otherwise specified in the Civil Services Rules, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee.
5. Long Term Illness: An employee who is out of work more than three (3) days must provide satisfactory proof of illness/disability to his/her immediate supervisor. If the employee is out of work due to long term illness, proof of such and the inability to work shall be provided no less than every three weeks (calendar weeks) the individual is out of work. In the event of an illness for which the District was served with a notice that the employee was to be excused from work, the affected individual is required to provide the District with a certificate from a physician attesting the individual's ability to resume the

full duties of the position.

6. Disability due to pregnancy is to be treated as any other disability with respect to use of sick leave.

C. Ad Hoc Sick Leave Bank: There is hereby established a voluntary sick leave bank which Association members may choose to take part in. The terms of use of such sick leave bank are as follows.

1. Subject to the stipulation and limitation that this section can only be invoked in the event that a bargaining unit member has exhausted his/her accrued sick leave and is still unable to return to work due to an illness or disability, as certified by a physician; on a case-by-case basis, members of the bargaining unit may donate sick day(s) to the affected bargaining unit member. Association members shall be permitted to contribute up to three (3) accumulated, unused sick leave days to the sick leave bank annually. Such days shall be deducted from the total accumulated sick leave days from each such participating Association member.
2. The Association will solicit the donation(s) from the bargaining unit members and shall notify the Superintendent of the name and number of day(s) that have been donated.
3. Such reporting will be signed by the donor and the number of day(s) shall be deducted from the donor's accrued sick leave and will be accrued to the affected bargaining unit member. Such notice shall also be provided, in writing, to the District's business office.
4. The ad hoc sick bank shall at no time contain more than ten (10) days in anticipation of transfer. When the Association determines that there is no longer a need for the ad hoc sick bank, the bank shall be defunct. It is expressly understood that upon said recommendation, no days shall remain in the ad hoc sick bank. Any days in said bank shall be forfeited by both the donor and the donee.
5. Sick leave bank days may only be utilized by Association members for extended illness of the Association member.

D. Personal Leave - Rules for Use

1. Personal leave time shall be used for the purpose of urgent personal business that cannot be done on a non-working day or during non-working hours.
2. Personal leave must be requested and approved by the Association member's immediate supervisor.
3. Personal leave shall not be used for reasons of illness or injury.
4. Personal leave time is non-cumulative.
5. Personal leave time may be used in situations involving Bereavement.
6. Personal leave time will be credited on July 1st.
7. Association members shall provide notice to their immediate supervisor at least twenty four (24) hours prior to the time when personal leave is sought to be used. Failure to provide notice due to unforeseen circumstances shall not limit the

Association members' entitlement to such days.

E. Unpaid Leave of Absence

1. At the sole discretion of the Board of Education and upon the recommendation of the Superintendent, a leave of absence, without pay not to exceed one (1) year may be granted. During a Leave of Absence the Association member shall not accrue any additional sick leave benefits, salary credits, vacation time, or seniority credit nor will the Association member be eligible for any other District provided benefit including those set forth in this Agreement.
2. Upon the expiration of such leave of absence, the Association member shall be reinstated to the position that (s)he occupied at the time the leave was granted if available and be restored to full benefits. If the position (s)he occupied at the time the leave was granted is not available and if the Association member has greater seniority than other Association member(s) in the substantially equivalent position, the Association member shall be reinstated to a substantially equivalent position.
3. Child Rearing leave will be granted for a maximum period of one (1) year. Health Insurance will be continued at the level indicated in Article XI. This provision shall only apply to Association members after one full year of service to the District.

F. Jury Duty: An Association member required to serve on jury duty shall be paid as if working and shall not have time charged against his/her leave of any kind. Jury duty pay received on working days shall be turned over to the District. Association members serving on jury duty shall report to work when excused from jury duty during working hours.

G. Association Days: The District shall provide five (5) days annually to the Association to use for Association related business. Such days shall not accumulate and shall be in total for the Association, not per person. Association Days shall not be attributable as a benefit for any one individual Association member.

H. Conferences: The Superintendent may grant permission, subject to Board approval, for employees to attend conferences each year providing such employees officially represent the District and provided such costs are within budgetary restrictions.

I. Workers' Compensation

1. Association members absent due to injuries covered by Workers' Compensation shall be subject to certification by a duly qualified physician as to the duration of the disability.
2. The Board of Education may request an examination of an Association member, out due to Workers Compensation, by the District determined physician.
3. Workers' Compensation leave may be granted to Association members for a period of up to one year. Any such leave shall commence on the date that compensation by Workers' Compensation commences.
4. In the following order, sick leave time, personal leave, and vacation time shall be deducted on a pro-rated basis in accordance with the difference between the amount of compensation

from Workers' Compensation and the employee's regular salary. The Association member shall suffer no loss of salary while vacation, personal, or sick leave time exists.

5. If sick leave has been used on a continuing basis from the time the Association member was unable to work until the agency has certified the disability, then that charged sick leave equal to the amount of compensation from Workers' Compensation will be reinstated.
6. At the termination of the leave if the Association member still has accumulated sick leave days, such days will be placed in escrow until such time as the employee is able to resume his/her full duties.
7. If the Association member depletes his/her vacation personal, or sick leave during the period of this leave, the employee will only be entitled to the compensation covered by Workers' Compensation.

J. Bereavement Leave

1. Three (3) days of paid leave shall be granted per occurrence for the death of a person in a spousal relationship, child, parent, sibling, step-parent, parent-in-law or grandparent, aunt, uncle, or first cousin. Days absent will not be charged to sick or personal leave.
2. Three (3) days of paid leave shall be granted per occurrence for death of other individuals not specified in F.1 above. Such days shall be deducted from the bargaining unit member's sick leave.

ARTICLE IX
SALARY

A. The District shall pay salary/rates of pay to Association members in accordance with law.

B. Salary Increases

1. 2014-15: Association members who were members at the time this Association was established and who remain members of the Association as of July 1, 2014 shall have their salary/wages increased by 3.25% in the 2014-2015 school year. Such increase shall be based upon each Association members' 2013-2014 salary/rate of pay.
2. 2015-16: Association members' salary/rates of pay shall increase 3.25%
3. 2016-17: Association members' salary/rates of pay shall increase 3.50%
4. 2017-18: Association members' salary/rates of pay shall increase 3.50%

C. Overtime: Overtime will only be granted with prior approval from the Association member's immediate supervisor or the Superintendent/Principal. Overtime shall only be paid after 40 hours of actual working hours have been completed. Straight time will be paid until 40 hours during the work week. Such breakout shall be clearly stated on the Association member's time sheet and shall be reviewed and signed by the Association member's immediate supervisor. Overtime shall be compensated at a rate equal to 1 ½ times the Association member's regular rate of pay. In computing overtime, a paid leave shall not be considered time worked. Only time worked will be considered in computing overtime.

D. Call In: The District shall provide payment for one (1) hour of call in time to employees are

scheduled to work, come to the District to perform such scheduled work and then, due to unforeseen circumstances do not perform such work.

E. During any work day when the actual number of hours worked differs, from the normal number of hours used as the basis for the annualized salary, the actual salary will be pro-rated accordingly.

F. **Longevity Payments:**

1. There shall be **no longevity payments** for Association members hired **on or after July 1, 2014**.
2. For Association members who were employed when the Association was formed and who remained employed at the time this Agreement was entered into, the District agrees to pay Association members longevity payments in accordance with the below schedule. Such payments shall be made on or about June 30th in the applicable year(s). Such payments shall not be added to the Association member's salary and shall be non-cumulative (i.e. only one payment shall be made in each milestone year). Payments shall be pro-rated should the Association member leave employment prior to the end of the school year.

<u>Years of District Service</u>	<u>10 month employee</u>	<u>12 month employee</u>
5+ years	\$150	\$250
10+ years	\$200	\$300
15+ years	\$250	\$350
20+ years	\$300	\$400
25+ years	\$350	\$450

ARTICLE X
DUES DEDUCTION

- A. The District shall deduct from the salaries of Association members' dues for the Elizabethtown-Lewis Support Staff Association, as well as dues for the Association's state and national affiliates, to the extent permitted by law. Authorization for dues deduction shall be in writing and the authority to deduct dues shall remain in full force and effect for all purposes while an Association member is employed by the District, or until it is revoked by such member.
- B. The District shall deduct an Agency Fee from the wages of any Association member of the Association, to the extent permitted by law, who is not a dues paying member of the Association.
- C. Deductions shall be made in the following manner: total certified annual membership dues for those designated organizations shall be deducted in sixteen (16) equal installments commencing with the first pay period in October. Following each pay period, the district will transmit the amount deducted to the Treasurer of the Association. The first and final transmittal shall be accompanied by a listing of the Association members for whom deductions have been made and the amount deducted for each.

- D. Upon a unit member’s signed request on a form approved by the District, deductions will be arranged for the purpose of tax sheltered annuities.
- E. The District will provide Association members with the right to use payroll deduction for NYSUT Member Benefits Trust and NYSUT Vote/Cope contributions as Association members individually authorize.
- F. The District shall provide payroll deduction for the IRS 125 “Flex” Plan.

ARTICLE XI
HEALTH INSURANCE

The District shall provide health insurance coverage for Association members. Such coverage shall be through the BOCES Platinum Plan II (previously known as Plan B):

- A. Association members who work 30 or more hours weekly shall be eligible for District provided health care coverage. Coverage shall be through the BOCES Platinum Plan II.
- B. Association members shall pay the premium contributions as follows:
 - i. Through June 30, 2015: 9% of premium cost
 - ii. July 1, 2015 – June 30, 2016: 10% of premium cost
 - iii. July 1, 2016 – June 30, 2017: 10% of premium cost
 - iv. July 1, 2017 – June 30, 2018: 11% of premium cost
- C. Association members who are hired on or after July 1, 2014 shall pay **15% of premium cost** for health insurance (individual and/or family.)
- D. The District shall establish a Health Reimbursement Arrangement (HRA) group-wide account, which will keep bargaining Association members, who are employed during the 2013-14 school year, whole (relative to Plan A expenses), inclusive of deductibles and co-insurance payments. This will be available to all Association members employed during the 2013-14 school year.

The HRA **shall not** be available to any Association members hired on or after July 1, 2014.

- E. Platinum Plan II does not include prescription drugs as part of the out-of-pocket maximum or deductible, therefore the District shall reimburse bargaining unit members for prescription drug costs once a member has paid \$400 out of pocket annually for those who take individual coverage and \$800 out of pocket annually for those who take family coverage.
- F. The Parties agree the terms of HRA shall adhere to the following:
 - District shall assume the cost of administration of the HRA;

- The District will seek input from the Association for the selection of third party administrator of the HRA (and any subsequent changes to TPA).
- The final determination on selection of HRA Administrator shall belong to the District.

ARTICLE XII
HEALTH INSURANCE IN RETIREMENT

- A. Association members who were employed during the 2013-14 school year and who are employed continuously by the District for 10 years or more, shall qualify for health insurance (individual or family plan) in retirement and pay the same rate they paid in their final year of employment with the District from the date of retirement until the first date such employee becomes Medicare Eligible at which point the District insurance shall become secondary insurance.
- B. Association members hired on or after the date of Board approval of this Agreement and who have worked for the District for 20 or more years shall be eligible to receive District provided health insurance coverage in retirement with the District paying the premium share for individual coverage at the same rate it was paid in their final year of employment and 50% of the premium for family insurance from date of retirement until first date such employee becomes Medicare Eligible at which point the District insurance becomes secondary insurance.
- C. The Parties further recognize and agree that at the time of the signing of this Agreement two association members were hired prior to 1995 and based on years of service and/or sick leave accumulation at the time this Agreement was ratified would have been eligible to receive 100% premium cost coverage in retirement for either an individual or family plan. These two employees (Patti Stevens and Dennis Mitchell) shall receive 100% paid health insurance coverage in retirement. As to these two employees only, Medicare shall also become primary coverage upon their first year of eligibility and the District insurance shall become secondary. These benefits shall only be provided to these two members.
- D. Association members agree that they shall commence Medicare coverage in retirement upon their first eligible date. Under no circumstances shall the District provide reimbursement of Medicare Part B costs for Association members.

ARTICLE XIII
RETIREMENT PAYMENTS

The District shall make available to each Association member a retirement incentive payment. This benefit is for retirement only. Association members shall only be eligible for such benefit in their first year of eligibility (without penalty) for retirement pursuant to the rules of the New York State Employees' Retirement System (NYSERS). Such retirement payments shall be as follows:

- A. Association members who were employed prior to July 1, 2014 and were members of the Association as of July 1, 2014 shall be eligible to receive one of the following payments:

1. \$5,000 with 20 years of service.
2. \$7,500 with 25 years of service.
3. \$10,000 after 30 years of service

Payments shall be one time payments and shall be made to the Association member within 30 days of the date of retirement.

- B. Association members hired on or after July 1, 2014 shall be eligible for a retirement incentive of \$5,000 after 20 years of employment by the District. This benefit is for retirement only. Association members shall only be eligible for such benefit in their first year of eligibility (without penalty) for retirement pursuant to the rules of the New York State Employees' Retirement System (NYSERS).

ARTICLE XIV **UNIFORMS**

- A. Association members are expected to appear for work dressed in accordance with the standards of their profession and in consideration of health and safety in the workplace.
- B. Association members who are furnished with uniforms by the District shall wear such uniforms during every work day.
- C. The District shall pay:
1. \$150 toward the cost of shoes, every other year (to commence in the current year) for each custodial worker. Such amount shall be reimbursed to each custodial worker upon presentation of a receipt for purchase of shoes to be used for work;
 2. \$200 annually for the cost of shoes for each mechanic. Such amount shall be reimbursed to each custodial worker upon presentation of a receipt for purchase of such shoes;
 3. Pay the cost of laundering uniforms (e.g. shirts/pants) for those Association members required to wear uniforms. The District shall establish and maintain a system through which applicable Association members uniforms shall be laundered.

ARTICLE XV **MILEAGE ALLOWANCE**

The District shall reimburse Association members for pre-approved travel for official, authorized District business. Such mileage reimbursement shall be at the rate established by the Board. Association members seeking reimbursement for approved travel must submit a claim form to the District's business office to receive mileage reimbursement. Travel which is not authorized and pre-approved shall not be eligible for reimbursement.

ARTICLE XVI **GRIEVANCE PROCEDURE**

- A. Definitions:
1. Wherever used, the term "day(s)" shall mean calendar day(s).
 2. Grievance shall mean a claim of a violation, misinterpretation or inequitable application

- of the Report.
3. "Grievant" shall mean the person who has filed the grievance. For purposes of Steps 4 and 5, "grievant" shall refer to the Association.

B. Rights of the Parties:

1. Rights of Grievant:
 - a. The grievant may select a representative to assist him/her in the processing and/or preparing of the grievance.
 - b. Records, statements, and all pertinent papers or documents shall be made available to all parties to the grievance.
 - c. The time limits of any step(s) may be extended by written mutual consent of the parties.
 - d. Steps 4 and 5 below may only be taken by the Association.
 - e. In the event of the unexcused failure on the part of any aggrieved party to be timely, the grievance shall be deemed to have been withdrawn. In any case, if an aggrieved party fails to be timely by more than twenty-one (21) days the grievance shall be deemed to be withdrawn.

C. Grievance Process:

STEP 1 – Informal Conference with Supervisor:

- a. An Association member who claims to have a grievance shall notify his/her supervisor within seven (7) days of the occurrence or when the Association member should have become aware of the grievance and shall request an informal conference on the matter.
- b. The Grievant and the supervisor shall meet at an informal conference to discuss the grievance within five (5) days of the notice being given.
- c. The immediate supervisor shall render a decision and notify the grievant of this decision within ten (10) days of conference.

STEP 2 – Written Grievance to Supervisor:

- a. If the grievant is not satisfied with the decision at Step 1, (s)he may, within seven (7) days of receipt of the immediate supervisor's decision, submit to his/her supervisor in writing a request for reconsideration of the decision. Such request for reconsideration shall include reasons the aggrieved party is seeking reconsideration. The written request shall also include specific provisions(s) of the agreement alleged to have been violated.
- b. The immediate supervisor, at his/her discretion, may seek to hold a meeting with the aggrieved party so that such party may state his/her case.
- c. The immediate supervisor shall render a decision, in writing within ten (10) days of the request for reconsideration or the meeting, as applicable.

STEP 3 – Appeal to Superintendent

The aggrieved party, if not satisfied with the decision at Step 2, may within seven (7) days of receipt, request in writing a hearing before the Superintendent of Schools or his/her designee. The requested hearing shall be held within fourteen (14) days after the request is received and a decision in writing shall be made within seven (7) days thereafter, a copy of which shall be sent to the aggrieved party and his representative. For purposes of this Step, “hearing” shall mean to include a meeting with the Superintendent/Principal, the aggrieved and the grievant (representatives as desired).

STEP 4 – Appeal to Board of Education

The Association may appeal a decision at Step 3 within seven (7) days after such decision, to the Board of Education, by requesting a hearing before the Board of Education or a Committee of the Board of Education. The hearing will be held within twenty-one (21) days after the request is received and a decision in writing shall be made within seven (7) days thereafter, a copy of which shall be sent to the aggrieved party and his/her representative.

Step 5 - Arbitration

- a. In the event that the Association is not satisfied with the disposition of the grievance on Step 4 or that no decision has been rendered within ten (10) days after Step 4, the Association may notify the Board of Education within twenty (20) days following receipt of the Board decision at Step 4 that the Association will be submitting the grievance to binding arbitration to the American Arbitration Association (AAA) in accordance with its rules and procedures.
- b. All costs of arbitration will be divided equally between the Association and the Board of Education. Only the Association shall submit to arbitration; an individual member may not submit the grievance to arbitration. The opinion of the arbitrator shall be binding and final. The arbitrator shall endeavor to render his/her decision within thirty (30) working days.

ARTICLE XVII
NEGOTIATIONS FOR SUCCESSOR AGREEMENT

The District and the Association agree to commence good faith negotiations for a successor agreement not later than the first week of March 2018.

DATED: _____, 2014

DATED: _____, 2014

Association Co-President

SCOTT OSBORNE
Superintendent of School

Association Co-President