

CONTRACTUAL AGREEMENT

between the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
WAYNE COUNTY LOCAL 859, RED CREEK UNIT 9103

and the

SUPERINTENDENT OF SCHOOLS
RED CREEK CENTRAL SCHOOL DISTRICT
RED CREEK, NEW YORK 13143

For the years



July 1, 2022 – June 30, 2023

July 1, 2023 – June 30, 2024

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PREAMBLE

This Agreement, between the Red Creek Central School District, a School District created and existing under the laws of the State of New York, party of the first part, hereinafter called the District, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Local 859, Red Creek Unit, a domestic corporation created and existing under the laws of the State of New York, party of the second part, hereinafter called the Union.

WHEREAS, the purpose, intent, and interest of the District and CSEA negotiating and entering into this labor contract, hereinafter called the Agreement, is to set forth as a matter of record the agreed rates of pay, hours of work, and other conditions of employment so as most properly to promote orderly and systematic relations with the employees of the District to achieve the highest level of employee performance, for the best interests and well-being of the District and the constituents of the District.

WHEREAS, the Red Creek Board of Education by Resolution authorized the Chief School Administrator on behalf of the said Board to execute the Agreement, and at a ratification meeting of the membership of the Red Creek CSEA Unit, the President of the Unit and CSEA Labor Relations Specialist was authorized to execute this Agreement.

WITNESSETH, that for and in consideration of the terms and conditions herein set forth, and pursuant to the authority of the Public Employees' Fair Employment Act, herein before described, the following Agreement is made and executed for a two (2) year period commencing July 1, 2022, and terminating June 30, 2024.

ARTICLE I

Recognition

Section 1 - Union Rights

The Union shall have the sole and exclusive right with respect to other employees' organizations to represent all the following full-time employees:

- | | | | |
|----|----------------------------|----|--------------------------------|
| A. | Clerical | F. | Groundskeeper |
| B. | Custodial | G. | Bus Monitors |
| C. | Transportation | H. | School Monitors |
| D. | Teacher Aides & Assistants | I. | Registered Professional Nurses |
| E. | Cafeteria Personnel | J. | Lifeguard |

The following are excluded:

- A. Secretary/Stenographers, Senior Audit Clerk, and Senior Account Clerk to the Superintendent of Schools and/or designee
- B. Any District-wide supervisory employee appointed by the Board of Education
- C. Part-time Employees
- D. Seasonal Employees
- E. Substitute Employees

The Union shall have the sole and exclusive right to represent these employees (listed above) in any and all proceedings under the Civil Service Law; under any other applicable law, rule, regulation, or statute, and under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the District to affect such representation; to direct, manage, and govern its own internal affairs; to determine those matters which the member wishes to negotiate and pursue all such objectives free from any interference, restraint, coercion, or discrimination by the District or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction whichever is appropriate.

Full-time employees are those defined under Article X, Section 3. **Any employee working less than twenty (20) hours weekly shall be considered part-time and not a part of the Bargaining Unit.**

Section 2 - Dues Check Off and Union Security

The District agrees that it shall deduct from the wages of the members of CSEA and remit to CSEA the regular membership dues and other employee authorized deductions for those members of CSEA who sign authorizations permitting such payroll deductions, so long as same are on file in the office of the Treasurer. Such deductions shall be made in accordance with the authorizations signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization. The District agrees to continue social security coverage.

For ten (10) months employees commencing with the first full pay period in September, the District will deduct CSEA dues for **twenty-one (20) consecutive pay periods. The**

District will deduct CSEA dues for twelve (12) month employees for twenty-four (24) consecutive regular pay periods beginning July 1 of each year.

Section 3 - Discrimination & Strikes

The District and the CSEA agree not to discriminate against employees on the basis of sex, age, color, creed, or national origins, either in employment or membership.

The CSEA hereby expressly reaffirms not to assert the right to strike against any government, to assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike, slow down, or demonstration interfering with the operations of the District.

Section 4 - Employee Information

The District shall supply to the Red Creek Unit of CSEA on a yearly basis a list of all employees in the bargaining unit showing the employee's full name, address, social security number, job title, work location, membership status, and first date of employment.

ARTICLE II
Workday - Work Week

Section 1

The hours of employment per day and per week shall be determined by the Superintendent of Schools and/or designee. **Thirty (30) day notices must be given in advance of any shift or schedule changes except in an emergency.**

Section 2

In an emergency situation, all employees requested to work overtime are expected to work the overtime. Ex: Weather related emergency; pandemic.

Section 3

Necessary overtime by an employee duly authorized by the Superintendent of Schools and/or designee shall be compensated at the **rate of one and one-half (1.5) the regular computed hourly rate for each hour worked in excess of forty (40) hours per week of the employee. Any employee called in to work, other than their scheduled hours, shall be paid not less than one (1) hour at their respective overtime rate.**

Section 4

All employees are required to report to work at the scheduled time. Any tardiness shall be regarded as a violation.

Section 5

Any absence not reported within one (1) hour of the time the employee is supposed to commence work shall be classed as unauthorized leave.

Section 6

All classified employees are expected to report to work as designated on their Notice of Appointment or as assigned administratively. Effective July 1, 2007, all employees, with the exception of those classified "essential," will receive paid emergency closing days. It is

understood and agreed that in the event the District schedules make-up days as a result of the emergency closing, the employees will make up the emergency days without further compensation. "Essential" employees defined as groundskeeper, mechanics, building and maintenance mechanic, and skilled laborers will not receive paid emergency closing days. In lieu of paid emergency closing days, essential employees will receive a **\$375 annual stipend** with no receipts required.

The District will annually provide ten (10) month employees notification about their normally scheduled working time and work week. If an employee works more hours than is stated in his/her annual notification, said employee will not be compensated for the extra hours worked, unless assigned by the Transportation Supervisor, Maintenance Mechanic or Business Administrator or it is approved overtime.

In situations where any employee works in more than one job classification, the employee shall receive the benefits that accrue to the position which he/she spends most time.

Section 7

All non-teaching staff shall be allowed the opportunity to act as chaperons when such service is not in conflict with existing negotiated agreement(s). Candidates must apply and be recommended by the respective building principal and approved by the Superintendent of Schools and/or designee.

Section 8

During each school year, a total of four days' leave without pay will be provided to the unit president or designee to conduct union business if such absence is required.

Section 9

The District shall provide Certified First Aid training based on interest.

ARTICLE III **Holidays**

Section 1

Legal holidays enumerated herein shall be allowed as paid days off or days shall be allowed in lieu thereof. For all 12-month Bargaining Unit employees, the days prescribed by law for the observance of New Year's, Martin Luther King's Birthday, Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Juneteenth Holiday, Independence Day, Labor Day, Columbus Day, Veterans' Day (providing school is closed), Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas Day, shall be observed as holidays except when they fall on Saturday in which case it will be celebrated on Friday except if designated as a school day by the District due to extenuating circumstances.

Section 2

Ten-month employees (4 hours or more per day) will receive Memorial Day, Martin Luther King Day, and Presidents' Day and Juneteenth Holiday as paid holidays. Teacher aides who work twelve months will receive the foregoing holidays and effective July 1, 1996, July 4th as an additional holiday.

ARTICLE IV
Retirement Program

Eligible employees may be included in the New York State Employee's Retirement System as per the following schedule:

- Tier I** (For employees hired prior to June 30, 1973)
Non-Contributory New Career Plan (Section 75-i)
Including: Section 41-j (Unused Sick Leave Provision)
Section 60-b (Death Benefit Rider)
- Tier II** (For employees hired between July 1, 1973 and June 30, 1976)
Non-Contributory New Career Plan (Section 75-i)
Including: Section 41-j (Unused Sick Leave Provision)
Section 60-b (Death Benefit Rider)
- Tier III** (For employees hired after July 1, 1976)
Coordinated-Escalator Retirement Plan (Article 14)
Including: Section 41-j (Unused Sick Leave Provision)
Section 60-b (Death Benefit Rider)
- Tier IV** (For employees hired after September 1, 1983)
Coordinated Retirement Plan (Article 15)
- Tier V** (For employees hired between January 1, 2010 through March 31, 2012)
- Tier VI** (For employees hired after April 1, 2012)

Teaching Assistants are included in the New York State Teachers' Retirement System.

ARTICLE V
Health and Dental Insurance

Section 1 - Coverage

The District will provide health care insurance through the Finger Lakes Area School Health Plan ("FLASHP") and currently offers the following plans:

Policy	Office Visit/Preferred Care Provider/Specialist	Rx Copay
Blue Point 2 Hi	\$ 5, \$10	\$0/30/50
Blue Point 2 Low	\$15, \$15	\$0/30/50
Healthy Blue 1	\$15, \$25 (Children up to Age 19 \$0)	\$5/25/50
Healthy Blue 2	\$25, \$40 (Children up to Age 19 \$0)	\$5/25/50
Healthy Blue 3	\$30, \$50	\$5/35/70
Healthy Blue HDHP \$1,500/\$3,000		

If it is determined that a Health Plan offered by the District and chosen by an employee would result in the District paying an additional tax, then the District may move that employee to the next best plan that is not subject to an additional tax.

Changes in Health Insurance Coverage may be made by mutual agreement. Health Insurance Coverage provided shall be subject to the limitation and eligibility standards of the carrier. If the District leaves the FLASHP, the schedule of benefits will be negotiated with CSEA.

Beginning January 1, 2019, all current and future unit members will be offered the Healthy Blue High Deductible (HBHD) plan (Base Plan). The District agrees to contribute 100% toward the deductible into the unit member’s HSA (50% January 1 and 50% July 1). The plan year for the HBHD plan will coincide with the law regarding the plan, which is currently the calendar year. The District also agrees that it will:

- Contribute 90% of the premium for the HBHD plan for unit members hired before July 1, 1983.
- Contribute 85% of the premium for the HBHD plan for full-time unit members hired after July 1, 1983; and
- Contribute 60% of the premium for the HBHD plan for part-time unit members.

Unit members will have the option to “buy-up” to other plans offered, but the unit member will be responsible for any additional cost between the base plan and his/her chosen plan.

If any of the plans discussed in this section are eliminated by the carrier or the FLASHP, affected employees will have the ability to enroll in another plan offered by the District. The hire dates for eligibility purposes, as mentioned above, would still be in effect. Upon notification of such change the District and CSEA shall meet to discuss the options/plans available.

If the District chooses to offer other plans which are or may become available by the FLASHP, or other carrier(s), said plans will be made available to all bargaining unit employees in accordance with the parameters set forth above relative to the employee’s date of hire.

Section 2 - Retirees

The District will provide Health Insurance Coverage for employees who retire after July 1, 1989, at the following rates:

Retiree	Single	Dependents
<p>Full-time <u>Section 3</u> Full-time employees are those whose normal work schedule is a minimum of fifty percent (50%) of the normally scheduled work week in a single job classification for the academic school year or twelve (12) months. Only full-time employees will be considered eligible employees for benefits covered in Articles III through VII. Regular full-time salaried bus drivers except as noted in any subsections shall be considered as full-time employees for the benefits outlined in Articles IV through VII.</p>	70%	70%

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In order to be eligible for Health Insurance Coverage, retirees must have completed a minimum of fifteen (15) years of employment service in the Red Creek Central School District and must meet the eligibility standards of the Employees' Retirement System or the Teachers' Retirement System.

Unit members, retiring after July 1, 2012, who become eligible for Medicare coverage will have the option of either Medicare Blue PPO or Supplemental B Plan/Simply P, dependent on whether the member lives in or outside the service network. A dependent of the unit member will be subject to the same language when said dependent becomes eligible for Medicare coverage.

Should a retiree pass away, his or her spouse may remain in the plan, so long as they pay the full premium amount.

Unit members, retiring after July 1, 2015, who become eligible for Medicare coverage will have the following options, determined on whether the member lives in or outside the service network:

Insurance Plans for retirees age 65 and older:

1. Excellus Medicare Blue PPO
2. Excellus Medicare Supplement B with Simply Prescriptions Plan
3. MVP USA Care PPO West
4. MVP USA Care PPO East

A dependent of the unit member will be subject to the same language when said dependent becomes eligible for Medicare coverage.

Section 3 - Dental Insurance

The District shall contribute 70% toward the individual premium and 70% toward the family premium under the Smile Saver 4 dental insurance plan, effective July 1, 2003.

ARTICLE VI
Sick Leave - Personal Leave - Emergency Leave

Section 1

Absence from employment by an eligible employee because of illness, disability or illness in one's immediate family household or parents or children shall be allowed as sick leave according to the provisions of this article up to a maximum of five (5) days per incident. This time period may be extended at the discretion of the District. The District will consider each case objectively and on its merits. Decisions by the District to grant or deny requests for such extensions are not subject to the grievance procedures set forth in this contract. The school

district has the authority to require a statement from a physician or clinic if and when accumulated sick leave is of extended duration.

Section 2

All employees shall be entitled to earn sick leave at the rate of one (1) working day per month of continuous employment. An employee shall be entitled to take sick leave at the completion of the first month of employment.

Section 3

Payment for Unused Sick Days at Retirement (For Unit Members Not in the TRS):

Sick leave days shall be allowed to accumulate to a maximum of one hundred and eighty-five (185) days to be held as a credit for the employee for future sick leave absence. An employee upon retirement shall receive a lump-sum payment for all unused sick leave for days over one hundred and sixty-five (165) up to one hundred and eighty-five (185) days at one-half salary. Depending on the employee's tier, up to one hundred (100) or one hundred and sixty-five (165) days may be turned into the Employee Retirement System for service credit at the time of retirement.

Payment to Teaching Assistants Only for Unused Sick Days at Retirement:

For teaching assistants who retire July 1, 2007, or after, the payment for accumulated sick days will be at the rate of \$60.00 per day. To be eligible for this payment, a unit member must have completed fifteen (15) consecutive years in the Red Creek Central School District and be eligible for retirement pursuant to the rules established in the New York State Teachers' Retirement System. Payment for the accumulated sick days will be applied to the retiree's health insurance premium until such time as the health insurance premiums exhaust the money for the sick day payment. (This payment is in addition to the 70% health insurance premium payment made by the District for those unit members who retired after July 1, 1989.) In the event that the retiree dies prior to the time when the sick day payment is used up, the remaining payments will continue to be applied to the health insurance of the surviving spouse and legal dependents.

Section 4

Those employees not requiring substitutes may use sick leave in no less than .25-day increments for the purpose of attending medical appointments for themselves or family. Upon request from the Superintendent or designee, the employee must furnish written verification of their attendance at said appointment.

Section 5

Upon request of the Superintendent of Schools and/or designee, the employee shall present a physician's certificate for any absence for which sick leave exceeds five (5) days. Where the illness or disability is of long duration, a physician's certification will be required for each two (2) week period of absence from employment for which sick leave is requested.

Section 6

A. Personal leave with pay shall be limited to three (3) days per year with unused leave added

annually to the employee's sick leave accumulation.

- B. The number of persons on personal leave shall not exceed twenty-five percent (25%) of each unit as per this contract exclusive of units of less than four (4).
- C. Leave shall be requested in writing; no explanation shall be necessary.
- D. In case of illness or emergency, each employee should notify the immediate supervisor that they will not be reporting for work that day. If the immediate supervisor cannot be reached for notification, then the employee must notify the Payroll Office. Upon return to work, the employee is to submit a Personnel Leave Report form and send it to the Payroll Office with the appropriate supervisor's signature.
- E. Personal Leave reports must be submitted to the appropriate supervisor and subsequent approval by the Superintendent of Schools and/or designee prior to time taken off. Failure to secure the approval of both supervisor and Superintendent of Schools and/or designee prior to time off will result in a loss of salary for that particular day or period of time.
- F. Leave must be taken in no less than half-day units.
- G. Said leave shall not be granted before or after a vacation period except at the discretion of the Superintendent of Schools and/or designee.
- H. Employees with less than one year of service shall be eligible for personal leave on a pro-rated basis.
- I. Personal Leave shall not be used for recreation or vacation.
- J. Employees may request to take a personal day on all Emergency Closure Days.

Section 7

This section is not subject to the grievance procedures set forth in this Contract.

- A. In order to be eligible to use the sick leave bank, a unit member must donate two (2) days of accumulated sick leave to the bank. Membership in the sick bank is voluntary. To be eligible for sick bank membership, the CSEA Unit employee must have a minimum of ten (10) days of accrued sick leave at the time of entry.
- B. The bank will be open for donations between the opening of school and September 30. A unit member hired after the official opening of school in September will have a period of thirty (30) days after the date of his/her employment to join the bank. Forms for donating to the bank will be available to unit members in the District Office.
- C. The bank will contain only the number of days donated, but at no time can accept more than two times the number of people covered under the recognition clause of this contract or one hundred (100) days each school year, whichever is less.
- D. To be eligible to use the bank, a person will be required to use all of his or her own sick/personal/vacation days before applying to use the bank. Unit members are only

allowed to use the sick day bank after a prolonged illness of twenty-five (25) consecutive school days or greater. If the unit member does not have enough sick days built up, they will have to take an unpaid leave of absence until the twenty-five (25) consecutive days' time period has run. Evidence of the illness or injury from a doctor necessitating the use of the sick day bank shall be requested prior to being granted the use of the sick bank leave or upon returning to work. The sick day bank may not be used for cosmetic procedures except when those procedures are medically necessary.

- E. Unit members must apply to use the bank in writing to the Superintendent. This application which must specify the number of sick days requested will be reviewed by a committee consisting of the Chief School Officer and the CSEA President, a member appointed by the Chief School Officer and another member of the CSEA appointed by the CSEA President. Upon review of the application, the committee will determine whether or not a member is eligible and how many bank days may be used. In the event the allocated sick days are used up, the unit member may reapply to the committee for additional sick days. If the committee grants additional days, there will be no interruption of sick day benefits.
- F. Once in the bank, a member cannot withdraw except in writing to the Superintendent, and the days contributed would be forfeited. If a member leaves the district, the sick days contribution to the bank goes with the member.
- G. Twice a year, in September and February, the bank will be replenished from a list of new members and then an alphabetical listing of members already in the bank at the rate of one per day until the limit of the bank is reached.
- H. The accounting and administration of the bank other than stated above, is the responsibility of the Red Creek Central School District Unit 9103-00, Wayne County Local 859 Chapter of the CSEA Local 1000 AFSCME, AFL-CIO. By the second Monday of each school year, the committee will provide the District with a list of unit members who will contribute to the sick day bank. The Superintendent or his/her designee and the Unit President will keep a copy of the list. The Unit will cause a report to be submitted to the Superintendent by December 30th and June 30th of each year. The report will summarize who has taken advantage of the sick day bank and how many sick days were used.
- I. The CSEA shall indemnify and protect the District against liability and claim that arise by reason of the District's compliance with this Article.

Section 8

Unpaid Leave

Failure to appear for work without notice and approval constitutes job abandonment. All requests for unpaid leave shall be made thirty (30) days in advance of the leave, or as soon as practicable, and must be made in writing. Requests for unpaid leave are subject to approval or denial by the Superintendent, or designee. The decision of the Superintendent, or designee is not grievable.

When requesting unpaid leave the employee must stipulate that the leave is for “unpaid leave” and provide the reason for the unpaid leave. Approval of the leave will be contingent in part upon the availability of a substitute and workload. Additionally, the employee will be responsible for any cost of fringe benefits incurred by the District (e.g., the District’s contribution for health insurance) during the unpaid leave. Approval of unpaid leave does not remove the possibility of the District seeking discipline, up to and including termination from employment, for attendance issues.

ARTICLE VII

Leave of Absence

Section 1

That upon the death of a child, stepchild, spouse, domestic partner, sister or brother, grandparents, grandchildren, parent, stepparent or spouse's parent, the employee shall be entitled to a leave of absence with pay for a maximum of five (5) days.

Section 2

First degree legal relation or blood relations: aunt, uncle, first cousin, niece, nephew, brother-in-law, sister-in-law, daughter-in-law or son-in-law, the employee shall be entitled to a leave of absence with pay for a maximum of two (2) days which may be extended to three (3) days upon demonstration of need and a written request to the Superintendent of Schools and/or designee. The Superintendent of Schools and/or designee is to be notified upon commencement of the leave.

Section 3 - Extended Paternal Leave or Adoptive Leave

- A. Extended maternity leave without pay shall be granted to an employee for the purpose of childbearing and/or adoption for a period not to exceed eighteen (18) months.
- B. The Superintendent of Schools and/or designee shall be notified by the individual as soon as possible after the diagnosis of pregnancy or notification of adoption is made by the employee's personal physician or the adoption agency of the time, they wish to commence their extended maternity leave.
- C. At such time, the employee shall notify the Superintendent of Schools and/or designee of the date they wish to terminate their extended leave.

ARTICLE VIII

Workers' Compensation Leave

Section 1

An employee who is absent from duty because of occupation injury covered by Worker's Compensation Law who is allowed leave from his position because of an injury shall receive their regular salary according to sick leave policy. However, when there is a Workers'

Compensation settlement, said employee shall return the salary paid during this time and shall have the sick days deducted returned to their accumulation.

Section 2

An employee who is allowed Worker's Compensation leave as provided in Section 1 shall be allowed such leave with pay when absent from duty for the purpose of attending a hearing scheduled by the Worker's Compensation Board or a Board requested medical examination.

ARTICLE IX
Vacations

Section 1

Notice of a vacation period desired shall be given by each employee to the Superintendent of Schools and/or designee by the date indicated by the Superintendent of Schools and/or designee and all vacations shall be taken at a time fixed by the same.

Section 2

Each eligible twelve (12) month employee of the District shall be entitled to vacation time based on their anniversary date. Vacation time preceding the anniversary date shall be earned at the rate of 1/2 day for every two (2) months of completed continuous employment. Vacation time subsequent to the anniversary date shall be in accordance with the following schedule:

- A. Five (5) full days after the first anniversary date.
- B. Ten (10) full days after the third anniversary date.
- C. Fifteen (15) full days after the seventh anniversary date.
- D. Twenty (20) full days after the fifteenth anniversary date.

Section 3

Employees may carry over a maximum of seven (7) vacation days from the previous school year, never to exceed seven (7) days.

Section 4

Vacation time is for eligible twelve (12) month employees and all employees shall be entitled to vacation time remuneration upon severance of their employment with the District, except for reasons of discipline.

Section 5

Clerical staff shall work the full year with all legal holidays off, as in prior school years. Vacation time will be granted as enumerated in Article IX of this Agreement. Additionally, clerical staff employed prior to July 1, 1979, shall be excused from work during Christmas, Winter and Spring Recess.

Clerical staff employed after July 1, 1979, shall work the full year with all legal holidays off. Vacation time will be granted as enumerated in Article IX. They shall be expected to work during the Christmas, Winter and Spring Recess.

ARTICLE X

Employee Classifications

Section 1

Probation Employment: Every permanent appointment from an open competitive list and every original appointment to a position in a non-competitive, exempt or labor class shall be for a probationary term of not less than eight (8) weeks nor more than twenty-six (26) weeks. An appointment shall become permanent upon approval by the Board of Education during the above-described period or the expiration of the maximum period or where a civil service examination is required then upon passage thereof and approval by the Civil Service Commission. If the conduct or performance of the probationary employee is not satisfactory, his/her employment may be terminated during the aforementioned described period.

Section 2

Provisional or temporary employees who are appointed to fill a temporary vacancy such as for a person off duty for military leave, sick leave, educational leave, etc. and who fills this position for a period exceeding six (6) months, shall be entitled to sick leave and hospitalization benefits, the same as all regular employees. Temporary and provisional employees shall not receive compensation higher than the lowest paid permanent employee in the respective wage bracket.

Section 3

Full-time employees are those whose normal work schedule is a minimum of fifty percent (50%) of the normally scheduled work week in a single job classification for the academic school year or twelve (12) months. Only full-time employees will be considered eligible employees for benefits covered in Articles III through VII.

Section 4

Regular full-time salaried bus drivers except as noted in any subsections shall be considered as full-time employees for the benefits outlined in Articles IV through VII.

ARTICLE XI

Grievance Procedures

Section 1

For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one (1) employee, or the Union and the District arising out of the application or interpretation of this Agreement.

Section 2

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievance shall be settled in accordance with the following procedure.

- A. The complaint shall be presented to the Superintendent of Schools and/or designee in writing by the aggrieved employee within fifteen (15) working days of the incident or of the employee's knowledge of the incident. The Superintendent of Schools and/or designee shall have fifteen (15) working days from the date he/she received the grievance in which to issue a written response. If the response is not satisfactory to the aggrieved employee,

then within fifteen (15) days after receipt of the decision from the Superintendent of Schools and/or designee, the employee may proceed to Step B.

- B. The aggrieved employee may submit his/her grievance to the Superintendent, who, within fifteen (15) working days after receiving the written notice of grievance, will convene a meeting between the aggrieved employee, his/her Union representative, and the Superintendent, for the purpose of resolving the grievance. If the grievance is not resolved within fifteen (15) working days following the meeting, the grievance may be submitted to arbitration.

Section 3

Failure to give an answer within the specified time limits set out above shall automatically result in the grievance being awarded to the other party.

Section 4

The District shall maintain documents pertaining to grievance matters in confidential files separate from employee personnel files.

ARTICLE XII **Arbitration Procedure**

Section 1

In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, then not later than fifteen (15) working days after the second step procedures are completed, the Union may submit the grievance to arbitration. The District and the Union shall meet for an attempt to mutually select an arbitrator. If the parties are unable to agree, then the Union or District may request from the Public Employment Relations Board or the American Arbitration Association, a list of seven (7) arbitrators, from which the Employer and the Union shall select an arbitrator by mutual agreement or, if unable to mutually agree on an arbitrator from the list, the Union and the District shall alternately strike names until one (1) remains who shall be designated to arbitrate for the grievance in question.

Section 2

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions in this Agreement.

Section 3

No arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings except by mutual agreement between the parties.

Section 4

All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room(s) shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other party.

ARTICLE XIII
Management Rights

Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the District to determine the facilities, methods, means, and number of personnel required for conduct of District programs and departments; to administer the civil service provision, examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class or position, to classify or reclassify, and to allocate and reallocate new and existing positions in accordance with law; and the discipline or discharge of employees in accordance with law and provisions of this Agreement.

ARTICLE XIV
Reciprocal Rights

Section 1

The District shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, or creed.

Section 2

The CSEA agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and will use its best endeavors to protect the interest of the District to conserve property, protect the public, and give service of the highest quality.

Section 3

The CSEA shall have the right to post notices or other communications on existing District bulletin boards within the departments of its members. The CSEA agrees that any item to be posted which is outside the realm of the business of the CSEA shall be first approved by the Superintendent of Schools and/or designee before posting.

Section 4

The CSEA recognizes that the management of the District, the direction of its employees, the determination of the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote, or transfer are vested in the District subject, however, to the provisions of the New York State Civil Service Law, grievance procedures, and other laws and rules which might be applicable but not in contravention thereof to the conditions of this Agreement.

ARTICLE XV
Separability and Construction

Section 1

If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not originally been included herein.

Section 2

If a determination or decision is made as per Section 1 of this article, the original parties to this Agreement shall convene within ninety (90) days for the purpose of negotiating a satisfactory replacement for such article or part thereof.

Section 3

This Contract shall be construed to be in accordance with the laws of the State of New York.

ARTICLE XVI
Duration of Contract

Section 1

This Contract shall continue in full force and effect for the period of twenty-four (24) months commencing July 1, 2022 through June 30, 2024, unless extended by written agreement of the parties hereto.

Section 2

In compliance with the Taylor Law, upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date, time, and place shall be set, not more than fifteen (15) days following such request. All issues proposed for discussion shall be submitted in writing and total in content by the CSEA to the Board of Education or its delegated representative at the first meeting. The Board of Education shall submit in writing to the CSEA all additional issues upon which it wishes to negotiate within twenty-one (21) days following the first meeting. The second meeting and all necessary subsequent meetings shall be called at a time, date, and place mutually agreed upon by the parties.

ARTICLE XVII
Compliance With Section 204-A of the Civil Service Law

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

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by their duly authorized officers of the Red Creek Central School District Board and the Red Creek Unit, Wayne County Local 859 of the Civil Service Employees Association, Inc.

ARTICLE XVIII

Uniforms

Section 1

Cafeteria and bus drivers shall be granted a work-related uniform allowance with vouchers and receipts supplied within thirty (30) days of purchase.

	2022-24 and beyond
Cafeteria	\$225
Bus Drivers	\$225
Bus Monitors	\$225

Custodial employees shall be granted a work-related shoe and slacks allowance with vouchers and receipts supplied within thirty (30) days of purchase.

	2022-24 and beyond
Custodial	\$225

The District shall provide at no cost to the custodian, uniform shirts on an as needed basis. The custodian will maintain and wear the shirts to work. Uniform shirts with names, if necessary, will be provided by September 30 of each school year or within 30 days of permanent appointment status.

Section 2

Uniform allowance shall be prorated by month for newly hired employees and for employees leaving employment during the term of the contract year. The school district will provide a program of commercial uniforms for mechanics and buildings and grounds personnel.

ARTICLE XIX

Jury Duty

Employees will be granted time off with pay for that period of time which conflicts with their work schedule if called upon to perform jury duty. Any compensation received for jury duty while absent from work will be returned to the school district except for mileage.

ARTICLE XX

Job Vacancies

Section 1

When a job vacancy or vacancies occur within District employment, the District will be responsible for distributing and posting the announcement of such vacancies in all work locations of employees who may be affected by such vacancies at least ten (10) business days,

exclusive of holidays prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, the number and work location of the vacancies, and salary of the vacancy.

Section 2

When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore with the District; provided however, that the notice must be filed within ten (10) days following announcement of the vacancy.

Section 3

The provisions of this article shall apply to all job classifications covered by the Agreement.

Section 4

Where current employees are deemed qualified to apply for a specific vacancy, and where their qualifications are at least equal to those of outside applicants, the vacancy or vacancies shall be filled within the following format with seniority being the determining factor when other qualifications are considered equal.

Preference for filling job vacancies shall be determined in the following manner:

- A. First preference shall be given to those employees presently working within the department to whom the vacancy will result in a promotion.
- B. Second preference shall be given to those employees whose transfer would result in a lateral transfer of a job title and pay rate.
- C. Third preference shall be given to those employees whose transfer would result in a new job title but remain in the same pay rate.
- D. Any substitute who is qualified and has a satisfactory record of employment may be appointed as a regular employee and placed on the salary schedule within thirty (30) days.

ARTICLE XXI

Seniority

Section 1

Seniority shall be defined as the length of continuous permanent service with the District. Employees on personal leave without pay will not earn seniority time during the leave. With the exception of authorized Military Leave.

Section 2

All employees in the competitive class shall, for the purposes of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

Section 3

For purposes of layoff and recall, all employees other than those in the competitive class shall

be treated in the following manner: the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted their seniority in his/her current title, the laid off employee may exercise their seniority to displace an employee with lesser seniority in other lower rated job titles for which there is a direct line of promotion or demotion. The employee will not be entitled to their previous salary or rate of pay but will receive the salary or rate of pay of the lower rated position. If no lower job title exists, then the employee may displace an employee with lesser seniority on other job titles they had previously held. The employee will not be entitled to their previous salary or rate of pay but will receive the salary or rate of pay of the new position. Recalls shall be in the inverse order of layoff. Employees shall remain on the recall list for two (2) years from the date of layoff.

Section 4

As used in Section 1, continuous service includes any time period when the employee is on the District's active payroll or on a paid leave of absence from the District or a Red Creek Central School District occupational injury up to one (1) year or such other periods of service, if any, as the Civil Service Law requires will be treated as part of the employee's continuous service.

Section 5

Subject to the applicable provision of the Civil Service Law, if any, an employee loses their seniority only when one or more of the following occurs: they resign (unless they are reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her); they are discharged; they retire; or they refuse a recall.

Section 6

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be cast by lot.

Section 7

Seniority shall be the determining factor in shift assignment, vacation, personal days, and days off. Seniority does not limit the Management Rights of Article XIII.

Section 8

Any person hired by the District shall not be given a salary or hourly wage which exceeds the salary earned by the lowest paid employee in that class. Any newly hired employee or substitute shall not be given a salary or hourly wage greater than any salary or hourly wage presently paid in that employee classification. If a higher wage is paid to a new employee or substitute, all salaries or hourly wage of employees or substitutes in that classification will be raised to equal that of the new employee or substitute. However, a person being hired or rehired may be allowed credit for experience, training, and education in the field or related field at the discretion of the Board of Education for placement on the salary schedule up to forty percent (40%) beyond base salary; this credit will not impact salaries of employees in the same job classification earning less money.

A retiree from the District who is hired as a substitute in the classification under which he/she retired may be given a substitute salary, or hourly rate, up to or equal to the salary or hourly rate that the retiree had at the time of retirement.

Section 9

The Employer shall provide within sixty (60) days from the execution of this Agreement, a seniority roster which shall be posted on all bulletin boards for thirty (30) days. All employees shall have this thirty (30) day period within which to appeal their proposed seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

Section 10

For those employees holding the title "1:1 Aide", their seniority is separate and distinct from the Teacher Aide. However, they will have seniority amongst 1:1 Teacher Aides. Their seniority will be the consecutive time as District employees. However, the District retains the right to assign 1:1 Aides based on the needs of the students. The District shall notify any 1:1 Aide who, in the District's determination, will not be returning for employment in writing by August 1st of each school year, in inverse seniority order. After August 1st of each school year the District shall promptly notify any 1:1 Aide, who in the District's determination, will not be returning due to a change in enrollment. Nothing in this section will limit the District's ability to remove, replace, or reassign a 1:1 Aide.

ARTICLE XXII
Disciplinary Procedure

Section 1

Employees in a Competitive Class covered by Section 75 of the Civil Service Law should on matters of discipline be addressed under that section of the Law. Employees in a Non-Competitive Class with more than five (5) years of continuous service shall on matters of discipline be addressed under Chapter 439 of the Laws of 1986, Section 75 of the Civil Service Law.

Section 2

Employees in a Non-Competitive Class and/or labor class with less than five (5) years of continuous service shall on matters of discipline be addressed under Article XI, Section 2, Paragraph A & B of this Contractual Agreement exclusive of the right to proceed to arbitration.

ARTICLE XXIII
Flexible Spending Account
and Tax-Sheltered Annuity

The District shall establish a Flexible Spending Account program (at no cost to the District) as soon as practicable. The District shall establish a Tax-Sheltered Annuity plan (403-B at no cost to the District) as soon as practicable.

The unit member shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this article.

ARTICLE XXIV
Recreational Center

Effective July 1, 2004, the District shall pay the individual membership for any bargaining unit member who elects to join the Red Creek Recreational Center, provided the individual attends a minimum of four (4) times per month. If over two (2) consecutive months, the individual does not attend an average of four (4) times per month, the District will have the right to cancel the membership for said individual for the remainder of the school year, unless a doctor's note or other justifiable reason is provided to justify the attendance.

ARTICLE XXV
Salary and Wages

Section 1

Effective July 1, 2022, all returning bargaining unit members shall have their wages retroactively increased in accordance with the following schedule (unit members whose service with the District ended between July 1, 2022, and the ratification/approval of this agreement will not receive the retroactive increases):

7/1/22 – 6/30/23

Effective July 1, 2022:

- All returning bargaining unit members with the exception of bus drivers, shall have their wages increased by 4.5%.
- Bus Drivers will receive the following: Drivers with a minimum of 18-years of service with the District will receive a 4.0% wage increase, \$1.00/per hour adjustment and a \$1000.00 longevity stipend added to their base pay (note: one-time only for 2022-2023 and drivers are not eligible for any other longevity payments in year one.
- All employees with 25 or more years of service will receive a one-time retention stipend off \$1000.00. This stipend will not be added to their base salary.

7/1/23 – 6/30/24

Effective July 1, 2023, all returning bargaining unit members with 8 or more years of service with the District shall have their wages increased by 4.5%. All returning bargaining unit members with less than 8 years of service with the District shall have their wages increased by 4.0%.

Section 2

NURSES

The District shall reimburse each registered nurse up to seventy-five dollars (\$75.00) for the renewal of their registered nurse's license and contribute sixty-five dollars (\$65.00) annually toward the nurse's malpractice insurance.

TRANSPORTATION - Miscellaneous Provisions

No driver shall be paid more than the established extra student driving rate for field trips, sport trips or other school sponsored trips.

- A. Extra Driving - All driving other than regularly scheduled daily runs, with the exception of BOCES and Special Runs. Regular drivers will be eligible for extra runs as follows:

Extra runs after the second morning bus run and before the first afternoon bus run or in excess of six hours in duration of any one (1) day will be filled in the following descending order: (a) regular bus drivers on a rotating basis by seniority; (b) substitute drivers on a rotating basis; (c) private contractors. It is understood that only one regular route driver will be eligible during any particular day for an extra run-in excess of six hours.

All extra driving runs not covered by the above paragraph will be filled in a manner that least interferes with regular driver contract hours.

In accordance with the above, the school district will offer drivers an opportunity to drive extra runs up to a total of a forty (40) hour work week. After drivers have achieved a forty (40) hour work week, waived all extra driving, or rejected the run, volunteer services will be permitted. A driver will label their trip upon returning to the garage. Management will reserve the right to retract this practice if it is abused, becomes too costly, or becomes cumbersome administratively.

- B. The District will post the 5:30 PM Activity Run. Any school bus driver who elects to sign up for this activity trip must do so for the entire semester in order to be eligible for the following rates of pay. If, however, the school bus driver wants to drive another extra-curricular run that is scheduled to coincide with the foregoing run, the school bus driver will be allowed to do so provided he/she secures a substitute bus driver for the 5:30 PM Activity Run.

The pay schedule for the 5:30 PM Activity Run shall be:

- (1) \$28.00 per run (4:30 PM-6:30 PM) except as provided in (2) below NOTE: From 4:30 PM, the school bus driver will be on standby and may be called upon to drive. The school bus driver will be paid at their regular hourly rate for driving a bus after 6:30 PM.
- (2) The bus driver will be paid \$32.00 if they pick up a sports team and also drives the 5:30 PM Activity Run. The school bus driver will be paid their regular hourly rate for driving a bus after 6:30 PM.

- C. Meals - An allowance of \$10.00 for meals will be made for trips over five (5) hours outside the District, must have receipts.
- D. Bonus - A bonus of \$320.00 will be paid at the end of the 2022-2023 school year, \$320.00 at the end of the 2023-2024 school year to all contracted drivers who meet the following criteria (prorated on ten-month basis if contracted during the year):
1. No chargeable damage to a school vehicle.
 2. No accidents with District owned or operated vehicles.
 3. No citations with District owned or operated vehicles.

- E. Upon ratification of this agreement, the Red Creek Central School District will be responsible for the purchasing, storage and maintenance of all tools.
- F. The District will pay the current hourly wage per hour up to four (4) hours to bus drivers and trainees required to attend the annual four (4) hour State Mandated In-Service Training Session.
- G. The District shall reimburse the cost of CDL license renewals to all drivers who are required to maintain a CDL license.

TEACHER AIDES

The District shall reimburse each teacher aide or any other bargaining unit member up to thirty-five dollars (\$35.00) who takes and passes A No Child Left Behind examination. This payment is a one-time only reimbursement regardless of the number of examinations taken by the teacher aide or any other bargaining unit member.

EXTRA COMPENSATION

Cook-In-Charge at the Margaret W. Cuyler Elementary School shall receive \$400 annually.

Banquet Rates shall be paid at one and one-half (1.5) times the regular rate for cafeteria staff.

Lifeguard-In-Charge shall receive additional compensation of \$2.00 per hour.

FOR THE EMPLOYER:

Greg Macaluso, Interim Superintendent of Schools

DATED: / /

FOR THE UNION:

Cynthia L. Stone, President
CSEA Unit #9103-00

DATED: / /

Paul D. Peters, Labor Relations Specialist
CSEA, Inc.

DATED: / /