AGREEMENT

by and between the

BOARD OF EDUCATION

of the

PLAINEDGE UNION
FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

Plainedge UFSD Transportation Unit
Nassau County Educational Local 865

July 1, 2022 - June 30, 2027

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AGREEMENT, made and entered the ___ day of February, 2023, by and between the Board of Education of the Plainedge Union Free School District (the "District") and the Civil Service Employees Association Inc., Local 100 AFSCME, AFL-CIO (the "Association") as follows:

ARTICLE I
RECOGNITION

A. The Board of Education recognizes the Civil Service Employees Association, Inc., Local 100 AFSCME, AFL-CIO (the "Association") as the exclusive bargaining agent for part-time and full-time bus drivers, attendants, dispatchers, driver/substitute dispatchers and couriers employed by the Plainedge Union Free School District.

B. The Association agrees that there shall be no strikes. It also agrees that it shall not assist or participate in any such strike or to impose an obligation to conduct, assist or participate in any such strike.

C. The Board agrees to deduct from the salaries of unit employees membership dues as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the Association. Employee authorization shall be in writing and according to law.

D. The Transportation Center may be used for meetings of the Association in accordance with Board Policy governing the use of building and grounds, upon approval of written request from the Supervisor.

E. Bulletin board space shall be available in the Transportation Center for the purpose of posting material dealing with proper and legitimate business.

F. The Association, through the Transportation Supervisor, shall have the right to use the timecard boxes for the purpose of distributing its business material.

ARTICLE II
COMPENSATION

A. WAGES

1. Bus Drivers: The salary schedule for bus drivers which reflects the following salary increases is annexed hereto as Appendix "A".

   a. Effective July 1, 2022, all Bus Drivers on steps 1 through 5 of the 2021-2022 salary schedule as of June 30, 2022 shall be placed on step 1 of the salary schedule annexed hereto as Appendix "A". All Bus Drivers on step 6 of the 2021-2022 salary schedule as of June 30, 2022 shall be placed on step 2 of the salary schedule annexed hereto as Appendix "A".

b. Effective July 1, 2023, there shall be no percentage adjustment to the salary schedule.

c. Effective July 1, 2024, the salary schedule in effect for the 2023-2024 school year shall be increased by 1.0%.

d. Effective July 1, 2025, the salary schedule in effect for the 2024-2025 school year shall be increased by 1.0%.

e. Effective July 1, 2026, the salary schedule in effect for the 2025-2026 school year shall be increased by 1.0%.

2. Bus Attendants: The salary schedule for bus attendants which reflects the following salary increases is annexed hereto as Appendix "A".

   a. Effective July 1, 2022, all Bus Attendants on steps 1 through 5 of the 2021-2022 salary schedule as of June 30, 2022 shall advance to step 6 of the 2022-2023 salary schedule.

   b. Effective July 1, 2023, the salary schedule in effect for the 2022-2023 school year shall be increased by 2.5%.

   c. Effective July 1, 2024, the salary schedule in effect for the 2023-2024 school year shall be increased by 2.5%.

   d. Effective July 1, 2025, the salary schedule in effect for the 2024-2025 school year shall be increased by 2.5%.

   e. Effective July 1, 2026, the salary schedule in effect for the 2025-2026 school year shall be increased by 2.5%.

3. All unit members employed by the District on or before July 1, 2022 shall have a July 1st anniversary date for salary step increment. New unit members hired after July 1, 2022 shall be assigned anniversary dates of July 1st or February 1st, whichever is closer to their date of employment.

4. Step increment will be paid following the employee's anniversary date. Substitute drivers must serve a minimum of two hundred (200) hours during the full year ending June 30th in order to qualify for step increment.

B. PART-TIME ASSISTANT DISPATCHER DIFFERENTIAL

Part-time drivers shall receive an additional $2.00 per hour when serving as a Part-time Assistant Dispatcher.

C. SNOW DAYS

Each member will receive no more than two (2) snow days provided school is closed for inclement weather for two (2) days.

1. Definition: Snow days are defined as days when Plainedge schools are closed because of inclement weather, including when the District conducts virtual instruction during inclement weather.

2. If a snow day is announced and unit members are advised prior to reporting to work, those unit members who are on payroll and scheduled to work that day shall receive a regular day's pay for up to two (2) such snow days each school year covered by this contract as defined above.

3. If only (1), or no snow days are announced, the remaining one (1) or two (2) days will be paid as part of the Memorial Day weekend pay period.

4. Any unit member who is not scheduled to work on a day that school is closed for inclement weather (due to a sick day, personal day, or not on the payroll) must use the day they have scheduled and will not receive any additional snow day compensation for the day.

5. If a unit member is called and cannot be reached (reached is defined as leaving a message on a voice mail, answering machine or whoever answers the employee's telephone), that employee will not be paid for the day.

6. If any unit member is called into work on a day when school is closed due to inclement weather, unit members will be paid for hours worked, and a regular snow day's pay.

D. MINIMUM WORK DAY

There will be a two (2) hour minimum when drivers are called to work. A standard work day shall be defined as four (4) hours per day for part-time employees and seven (7) hours per day for full-time employees.

E. SUMMER WORK

Drivers called to work during July and/or August will be paid at the rate they are scheduled to earn in September but will not accrue additional benefits for such work.

F. LONGEVITY

1. Longevity Pay as follows:

10 years= $250.00
15 years= $500.00
20 years= $750.00
25 years= $1,000.00

a. Employees that have been employed ten (10) years or more will receive a payment on their anniversary, which shall not become part of their base pay.

b. Payment to be made on first payroll following Anniversary Dates of September 1st and February 1st.

G. WORK SCHEDULES

1. All absences from work are to be reported in advance by calling the Transportation Center Office. After calling the Transportation Office, the employee must post the absence on AESOP. If the Transportation Office is closed, notify the Supervisor or Dispatcher at home. After one (1) day of absence, notify the Transportation Office by 1:00 pm as to whether or not you will be in the following day.

2. Any time off by unit members will be taken from the employee's accrued sick, personal time, and/or vacation pay. Only if no time remains will the time off be unpaid. Unit members will not be able to choose if they wish to take a day off without pay.

3. If unit members request three (3) or more days off continuously, except for bereavement, such request must be made in writing to the Supervisor at least ten (10) days prior to requested time off.

4. All non-emergency appointments and unpaid time off should be planned for the times between the close of school in June and the 2nd week in August, or during any of the scheduled school recesses or between AM and PM routes.

5. Three (3) months' notice in writing is needed for employees to request a shift change.

6. Anytime a school or program is closed or cancelled, it is that employee's responsibility to notify the Office that he or she is available for additional work.

7. All extra and/or additional runs beyond a unit member's scheduled/assigned runs, shall be offered based upon seniority on an equitable and rotating basis as follows: The District will utilize the entire seniority list and assign extra and/or additional runs from the most senior bus driver available to accept the complete extra/additional assignment to the least senior bus driver before commencing through the seniority list again with the most senior full-time driver; however, the District reserves the right to unilaterally determine

extra/additional runs in situations where time constraints dictate. In order to be eligible for extra/additional assignments, drivers must be in good standing, meaning no disciplinary actions have been taken or are in the process of being taken at the time that the extra/additional assignments are offered and that the driver has not received a formal evaluation of "poor" within the last six (6) months.

8. Unit members with both AM and PM runs shall have priority when selecting permanent midday runs.

H. SNOW REMOVAL

In the event that a unit member is requested and reports to work on a day when school has been declared closed and/or on a weekend to remove snow, unit member(s) shall receive their hourly compensation at time and one-half.

ARTICLE III
BENEFITS

A. HOLIDAYS

1. Each employee shall be eligible for two (2) paid holidays for each year of employment during which the employee has assigned time average of four (4) or more hours per day, to a maximum of twelve (12) such days, from the following list.

Columbus Day	New Year's Eve Day
Veterans Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Washington's Birthday (Pres. Day)
Christmas Eve	Good Friday
Christmas Day	Memorial Day

2. Employees must be on the payroll both the day before and the day following the Holiday. If the Holiday occurs during a recess, the day before and the day following will be defined as the last scheduled school day before, and the first scheduled school day following the days that Plainedge District Schools are closed, unless their assigned schools are closed the day before and/or the day after.

B. SICK DAYS

1. All unit members shall receive ten (10) sick days annually cumulative to a total of ninety (90) days. Such unit members may accrue one (1) day of paid sick leave for each calendar month that they are assigned four (4) or more hours per day beginning with the first day of employment, not to exceed ten (10) days annually.

2. Sick time will be credited on the last day of the month worked provided the unit member has been paid for more than half of the working days in the month.

3. Employees absent due to personal illness for more than three (3) consecutive days may be required to submit a doctor's note stating that they are able to drive a school bus.

4. The District may also request a doctor's note if: (a) the District suspects the employee misrepresented the actual reason for taking sick day(s); (b) the District suspects the employee is using sick leave for an unauthorized purpose; (c) the employee failed to report the sick day(s); and/or (d) the employee is engaged in chronic or patterned use of sick leave.

C. PERSONAL DAYS

1. Unit members shall be credited with two (2) personal days annually on the first working day in September. Personal days can only be used for important business that cannot be conducted during the weekend. Personal days cannot be used to extend vacations unless approved by a supervisor.

2. In the event that Labor Day occurs after the start of the school year, a unit member may be permitted to utilize one (1) of their two (2) personal days for observation of the holiday.

D. VACATION DAYS

1. Drivers hired who are assigned four (4) or more hours per day will receive vacation pay for the upcoming school year on the following prorated basis:

Employed Between	Number of Paid Vacation Days
July 1-December 31	3 days
January 1-March 31	1 day
April 1-June 30	None

2. After the initial year of hire, two (2) additional paid vacation days for each full year of employment (September 1st through June 30th) during which employees are assigned four (4) or more hours per day to a maximum of seven (7) paid vacation days. Four (4) additional days will be added after four (4) years for a total of eleven (11) days. This provision shall only apply to employees hired before July 1, 2011.

3. Employees hired July 1, 2011 and beyond shall receive four (4) vacation days annually after five (5) years of employment by the District.

4. Vacation pay will be included in the last paycheck in June for that school year for all employees who are assigned four (4) or more hours per day during the school year.

E. RETIREMENT

1. All employees are eligible to participate in NYS Employees' Retirement System, based upon the requirements of the retirement system as is now in effect in the District.

2. Upon retiring from the Plainedge UFSD, if a unit member chooses to continue employment, the unit member will start at the lowest step for salary, benefits and seniority.

3. It is not the responsibility of the employer to keep track of hours, so that any personal benefits (retirement, pension, Social Security) will be affected.

F. LIFE INSURANCE

Subject to the conditions and approval of the life insurance carrier, the District agrees to provide each eligible unit member with group life insurance in the amount of $8,000 after six (6) months of employment during which he/she is assigned four (4) hours of work daily. This insurance coverage shall be increased to $20,000 as of September 1st following three (3) full years of employment during which the unit member is assigned four (4) hours of work daily. Subject to approval and conditions of the life insurance carrier, eligible unit members may purchase a matching amount of group life insurance at their own expense. Unit members must continue to be assigned four (4) hours daily to remain eligible for this benefit.

G. BEREAVEMENT

1. Unit members with one (1) or more years of service are eligible for three (3) days of paid bereavement leave for use in the event of a death occurring in the immediate family or to a relative residing in the same house. Immediate family is defined to mean: employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, and grandchildren. To be eligible for this benefit, unit members must be assigned four (4) hours of work daily.

2. Bereavement benefits must be requested by completing a bereavement form available from the Transportation Office. It must be returned to the Supervisor of Transportation and it will then be forwarded to the Business Office.

H. JURY DUTY

Upon submitting proof of appearance for Jury Duty, compensation will be at regular pay, minus any compensation received for Jury Duty. If a unit member is called for Jury Duty, and reschedules it for a time when schools are closed, that unit member will be paid the pay for the original time of the Jury Duty.

I. HEALTH INSURANCE

The District will pay fifty percent (50%) of the cost of premium for individual coverage and sixty-five percent (65%) for family coverage. Employees hired after July 1, 2011 shall be offered health insurance through the Empire Plan only.

J. DENTAL

The District will pay the total cost of the premium for each member enrolled in the Individual DMO (Dental Maintenance Organization) Dental Plan. Employees may choose the Individual PPO (Preferred Provider Organization) Plan at a rate of fifteen dollars ($15) per month.

K. TAX SHELTERED ANNUITIES

Eligible unit members working a minimum of twenty (20) hours per week may participate in the District's tax sheltered annuity program through payroll deductions in accordance with existing District practices.

L. DISABILITY INSURANCE

The District shall make available long term disability insurance program coverage titled The Hartford LTD, Group Policy #897916, to unit members who are consecutively employed by the District for at least three (3) years and work a minimum of twenty (20) hours per week. The program provides disabled unit members who meet all eligibility requirements, as determined by the Policy documents, with an annual benefit equal to two-thirds of salary earned during the twelve (12) months immediately preceding the date of disability. Such benefit is to begin after a ninety (90) day waiting period following the date of disability. The program benefits shall continue as long as the unit member remains disabled or as otherwise determined by the Policy documents, but not beyond his/her 65th birthday.

The District has the right to change disability insurance carriers provided the plan benefits remain substantially similar.

ARTICLE IV
MISCELLANEOUS

A. MEETINGS

At the request of the Association President, the School Business Administrator and the Supervisor of Transportation shall meet with Association officials at mutually convenient times to discuss matters of mutual concern. The number of such meetings shall not exceed five (5) in any school year.

B. PARTICIPATION IN DISTRICT PROGRAMS

Unit members shall be permitted to participate in the District's credit union and Tax shelter annuity programs.

C. OVERTIME

For purposes of payment for overtime, the work week shall be deemed Monday to Sunday. Any hours worked over forty (40) will be paid at time and one-half. For those employees that work various titles, overtime will be calculated based on their main job.

D. REQUIREMENTS

1. It is the responsibility of the employee to be available for any New York State or School District Mandatory courses or exams.

2. Tuberculosis testing will be completed every two (2) years during the mandatory yearly physical.

3. Any positive results for substance or alcohol use, according to the Federal CDL Omnibus Transportation Employee Testing Act, during any mandated tests such as, Pre-employment, random, reasonable suspicion, or post-accident exam is cause for termination.

ARTICLE V
WORKERS' COMPENSATION

All employees are covered under Workers' Compensation.

ARTICLE VI
GRIEVANCE PROCEDURE

The following procedures are intended to provide means of orderly settlement of grievances over the interpretation and application of the terms of this contract, promptly and fairly as they arise, and to assure equitable and proper treatment of all concerned:

Initial Step:

All possible effort and reasonable means should be exhausted in a responsible manner to informally resolve the differences through the immediate supervisor (Supervisor of Transportation) within five (5) working days after the occurrence. If the grievance is not resolved with the Supervisor of Transportation, the aggrieved shall, within two (2) working days, submit in writing a formal grievance to the School Business Administrator.

Phase I:

The School Business Administrator will set a hearing date within ten (10) working days of receipt of the written grievance. The Association shall have a representative present at the hearing. The School Business Administrator will issue a decision within five (5) working days after the hearing.

Phase II:

If the Business Administrator's decision is appealed, the Superintendent of Schools shall review record and render a decision.

Phase III:

If the Superintendent's decision is appealed, the Board of Education will hold a hearing. A final decision will be rendered by the Board of Education.

Personnel Relations Committee

Should the need arise, a meeting of the Personnel Relations Committee will be convened by mutual agreement of the parties.

ARTICLE VII
REQUIREMENTS OF CIVIL SERVICE LAW, SECTION 204a(1)

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

ARTICLE VIII
THE BOARD

Section 1: It is expressly understood and agreed that the Board of Education reserves exclusively to itself the right to cancel, amend, change, modify or revise any and all existing rules, regulations, orders and policies, and/or to institute or adopt new rules, regulations, orders and policies, on any and all matters and subjects that do not substantially affect the wages, hours, or terms and conditions of employment of the Plainedge Bus Drivers' Association.

Section 2: This collective negotiation contract may not be changed except by mutual agreement of the parties in writing.

ARTICLE IX
COLLECTIVE NEGOTIATIONS

Section 1: The parties hereto agree that they have fully bargained with respect to salaries, hours and other terms and conditions of employment and have settled the same for the term of this Agreement and in accordance with the terms hereof.

Section 2: In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

ARTICLE X
DURATION

This contract shall be in effect from July 1, 2022 through June 30, 2027.

PLAINEDGE UNION FREE SCHOOL DISTRICT

Catherine Flanagan
President, Board of Education

3/7/2023
Date

CIVIL SERVICE EMPLOYEES ASSOCIATION INC., LOCAL 100 AFSCME, AFL-CIO

Timothy Boerum

2/6/23
Date

Corinne Moore

2.13.23
Date

George Storm

2/1/2023
Date

APPENDIX "A"
SALARY SCHEDULE
July 1, 2022 through June 30, 2027

Bus Driver

Step	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1	25.68	25.68	25.94	26.20	26.46
2	26.68	26.68	26.95	27.22	27.49
3	27.68	27.68	27.96	28.24	28.52
4	28.68	28.68	28.97	29.26	29.55

Bus Attendant

Step	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1	18.84	19.31	19.79	20.29	20.80
2	19.37	19.86	20.35	20.86	21.38
3	19.96	20.46	20.97	21.49	22.03
4	20.55	21.07	21.59	22.13	22.68
5	22.05	22.60	23.16	23.74	24.34
6	24.00	24.60	25.21	25.84	26.49

Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President