

# **AGREEMENT**

by and between the

## **BOARD OF EDUCATION**

OF THE

## **OGDENSBURG CITY SCHOOL DISTRICT**

and

**CSEA LOCAL 1000  
AFSCME, AFL-CIO**

**OGDENSBURG CITY SCHOOL DISTRICT  
NON-TEACHING UNIT #8402  
ST. LAWRENCE COUNTY EDUCATIONAL LOCAL 873**

**July 1, 2025- June 30, 2029**

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## **ARTICLE I PREAMBLE**

The Public Employee Fair Employment Act and other provisions of the Civil Service Law and Local Laws of the Board of Education, City of Ogdensburg which are consistent with said Act and the Civil Service Law will govern the terms of the Agreement.

## **ARTICLE II RECOGNITION**

The Employer agrees that the Ogdensburg City School District Non-Teaching Unit, C.S.E.A., Inc., Local 1000, AFSCME, AFL-CIO shall be the sole and exclusive representative for all the employees described in Article III for the purpose of Collective Bargaining and Grievances.

## **ARTICLE III COLLECTIVE BARGAINING UNIT**

The Ogdensburg City School District Non-Teaching Unit, C.S.E.A., Inc., shall consist of all full-time and regular part-time \* Clerks, Key Board Specialists, Secretary I, Teaching Assistants, Computer Operator, District Data Coordinator, Custodians, Maintenance Personnel, Laborers, Motor Vehicle Operators, Head Building Maintenance Worker, Bus Drivers, Bus Monitors, Bus Mechanics and Food Service Personnel, but not including the Director of Facilities, the Confidential Secretary of the Superintendent of Schools nor any Central Office Employees.

\* Regular part-time personnel are defined as those employees regularly scheduled for four (4) or more hours per day, twenty (20) hours per week.

## **ARTICLE IV DEDUCTION OF DUES**

The Civil Service Employees Association, Inc. (CSEA) shall have exclusive rights and is the exclusive representative of employees within the bargaining unit covered by this Agreement which includes rights to payroll deduction of membership dues, premiums for all forms of CSEA sponsored insurances, and such other voluntary deductions as mutually agreed to by the CSEA and the District with this privilege accorded to no other employee organization.

Dues deductions will commence from the employee's first paycheck.

The District agrees to make separate deduction for membership dues, and a single deduction for CSEA sponsored insurance plans on a payroll basis. The District will provide an itemized alphabetical listing by bargaining unit showing:

1. Employee name;
2. Social Security Number;
3. Dollar amount deducted for membership dues (if applicable);
4. Annual salary.

At the close of each payroll period, the checks and listings shall be forwarded by the District to the Civil Service Employees Association, Inc. at such address as may be designated, in writing, by the CSEA.

The District agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of written notification from the CSEA to the District.

Deductions for membership dues and insurance premiums will remain in effect during the member's term of employment unless written authorization is received from the employee revoking union membership and/or insurance premiums. The District agrees to provide CSEA with a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives. The employee shall also simultaneously submit a copy of such forms to the Unit Association President.

## **ARTICLE V RETIREMENT**

### **Section 1.**

All school district employees will be afforded the opportunity to participate in the appropriate non-contributory or contributory plan of New York State Employees' Retirement under Section 75-I or the New York State Teachers Retirement System, whichever is applicable.

### **Section 2.**

Members of this bargaining unit who were hired prior to November 21, 2013, shall be eligible for the following Retirement Incentive; members of this bargaining unit hired after November 21, 2013, shall not be eligible for this benefit:

- a. Employees retiring from the Ogdensburg City School District prior to reaching age 56, with ten (10) years of credited service in the Ogdensburg City School District shall be eligible for a service incentive stipend of 35% of his/her final salary up to a maximum of \$9,000. In order to qualify for the stipend, the employee must submit an irrevocable letter of resignation to the office of the Superintendent on or before December 15<sup>th</sup> of the school year in which he/she retires. For example, an employee retiring at the end of the 2021-2022 school year would need to submit a letter by December 15, 2021, in order to receive the stipend in July 2022. If an employee is a member of Tier II, Tier III or Tier IV of the applicable Retirement System, the

effective date of retirement must be the June 30 upon which the employee fulfills the service requirement necessary to qualify for retirement benefits without penalty or has at least ten (10) years of service within the school district and is between the ages of 55 and 62.

b. If the retirement is the result of a disability retirement, the age restriction may be waived by the Superintendent of Schools with Board of Education permission.

c. In the event that an employee who has submitted a notification dies, the monies due under this plan will be paid to the designated beneficiary or to the estate of the employee.

## **ARTICLE VI HEALTH INSURANCE**

- A. The Board of Education will provide for all eligible members of this bargaining unit health insurance coverage via both the individual and the family plan. The Board of Education will pay 100% minus the premium contributions listed in Section B. The health insurance carrier will be Excellus Blue Cross Blue Shield PPO Plan or to a health insurance plan with equal to or better than benefits. In the event that either party believes that the Plan is not fulfilling the expectation either party had prior to changing plans, the parties agree to meet to discuss such concerns and, subject to mutual agreement of the parties, may elect to modify such plan.
- B. Employee contribution rates for health insurance. Payments will made each pay period for twenty-one (21) pay periods each school year.

### **Single/Two Person/Family**

Effective July 1, 2025 – June 30, 2028: 5%

### **Single/Two Person/Family**

Effective July 1, 2028: 6%

The total cost is comprised of the District's HSA contribution, the District's HRA Contribution and the insurance premium.

C. It is agreed that representatives of this bargaining unit will have an opportunity to discuss with the Employer any contemplated change in a particular plan prior to any action or modification. If the employer wishes to explore changing the benefits under the plan (copays, deductibles, out-of-pocket maximums, etc.), or the insurance carrier, the employer agrees to negotiate such changes with representatives of the bargaining unit. It is understood that if both husband and wife work for the district, or if both spouses are covered through the Excellus Blue Cross Blue Shield PPO Plan, that only one (1) person may enroll in the Plan either two (2) person

or dependent coverage. In this instance, it is understood that the non-enrolled spouse (if a member of this bargaining unit) will not be eligible for the Health Insurance Buyout set forth below:

D. For unit members who are on the payroll on or before November 21, 2013, and who retire i.e. draw benefits from the New York State Employees Retirement System, after July 1, 2010, with ten (10) or more years of service with the District, the District shall pay the full premium for health insurance for the period between an employee's retirement and age sixty-five (65). After a retiree reaches the age of sixty-five (65), the District will pay 100% for individual coverage and 100% for dependent coverage.

For unit members who are hired on or after November 21, 2013, and who retire, i.e. drawing benefits from the New York State Employees Retirement System, with ten (10) or more years of service with the District, the employee shall pay the same premium payment for health insurances was paid on his/her last day of employment prior to retirement.

After a retiree reaches the age of sixty-five (65), the retiree will pay any premiums as required by State or Federal Statutes under the Medicare program.

E. **Health Insurance Buyout:**

Members of the non-instructional unit may opt to withdraw from the District Health Insurance Plan. This will be done on an annual basis as follows:

1. A form to withdraw from the District Health Insurance Plan must be submitted to the School Business Office before December 1<sup>st</sup> of the year of withdrawal.
2. A payment of \$4,000 will be made to the employee submitting the aforementioned form. This payment will be made on or before January 31<sup>st</sup> of the year of withdrawal. If the employee received the buyout in January 2019, the Buyout will be a prorated amount of  $\frac{1}{2}$  the full buyout, payable on or before January 31, 2020.
3. New employees hired during the school year may opt not to join the District Health Insurance Plan and receive at a per diem rate based on the number of Months employed by the District between July 1<sup>st</sup> and June 30<sup>th</sup>. Employees leaving during the year will receive a payment of a per diem rate based on the number of months employed by District between January 1<sup>st</sup> and December 31<sup>st</sup>. Employees terminating employment with the District between July 1<sup>st</sup> and June 30<sup>th</sup>, and having received their \$4,000 payment, will repay the District on a per diem rate based on the number of months employed between July 1<sup>st</sup> and June 30<sup>th</sup>. This deduction will be taken from the individual's paycheck.

4. Non-Instructional & Retired unit members may rejoin the District plan in the same year only if there is a death of a spouse, divorce of spouse, or another similar circumstance deemed justifiable by the Superintendent of Schools. Repayment of the remainder of the \$4,000 will be done through equal payroll deductions using the formula as stated in Section 3 of this Article.
5. Bargaining unit members shall be permitted to participate in an IRS 125 plan to the fullest extent permissible under the law. The plan shall be instituted as quickly as is reasonably possible. The plan shall be the same as is available to employees.

## **ARTICLE VII VACATIONS**

### **Section 1.**

- (a) Full time, twelve (12) month employees will be granted earned vacations as follows:

Effective July 1, 2017:

Upon hired for the first year of employment.....	1 week
After one year of employment.....	2 weeks
After four years of employment.....	3 weeks
After nine years of employment.....	4 weeks
After twenty-four years of employment.....	5 weeks

- (b) Earned vacations shall be credited at the beginning of each school year based upon the years of credited service as of July 1<sup>st</sup>; however, if someone has used all vacation days and leaves prior to the end of the school year, the employee shall be responsible for paying any days he/she was advanced on a pro-rata basis.

### **Section 2.**

A tentative vacation schedule will be provided for twelve-month employees by April 15 of each year. Twelve (12) month employees must turn in their requests for all vacation days by April 1<sup>st</sup> of each year. If a vacation request is not turned in by such date, such employee will lose his/her right to use his/her seniority with respect to choice of vacation. When possible, choice of vacations will be according to seniority within job title within the department with the most senior employee having the priority with respect to vacation dates in the event of a conflict. Final approval of vacations, based upon the operational needs of the District, will be subject to the Superintendent of Schools.

For any vacation time that is not scheduled by April 15<sup>th</sup>, the employee must submit a written request to utilize vacation to his/her immediate supervisor. Whenever possible, such request should be submitted at least five (5) workdays in advance of the requested vacation day(s).

No vacation time shall be advanced to an employee who has already utilized his/her vacation allotment.

### **Section 3.**

When a holiday falls in an employee's vacation period or regular day off, an additional day off will be granted.

### **Section 4.**

Upon retirement, resignation, layoff or termination, the full current cash value of an employee's accumulated unused vacation time shall be paid to the employee or his/her estate.

### **Section 5.**

In any school year, an employee may elect to take up to 50% of his/her total vacation allotment in pay rather than in time off. Thus, an employee with four (4) weeks of vacation could take time off for two (2) weeks and receive two (2) weeks of additional pay. The employee must make such request in writing and payment shall be made within two (2) pay periods of such request. It is understood that in the event an employee elects to be paid in lieu of vacation time off, no advance of time or vacation pay in lieu of time off from the following year's vacation allotment shall be made.

Employees earning and accruing vacation time from one fiscal year to another, up to a maximum of two (2) consecutive years, if not used, shall be paid in full for the same. This provision may be utilized **one (1) time only** during the employee's career with the Ogdensburg City School District.

## **ARTICLE VIII PERSONAL LEAVE**

### **Section 1.**

For employees hired on or before June 30, 2000, full-time employees will have personal leave as follows:

During first year of employment	one day
After one year of employment	two days
After three years of service	four days
After four years of service	five days



## **Section 2.**

For employees hired on or after July 1, 2000, full- time employees will have personal leave as follows:

During first year of employment	one day
After one year of employment	two days
After three years of service	four days

## **Section 3.**

No more than two (2) personal business days may be used at any one time or for any one occurrence. See Appendix A for application form. Unused personal days will be added to accumulated sick leave at the end of the school year.

## **Section 4.**

Half (1/2) Day Personal Time for clerical staff scheduled to work a seven (7) hour workday will begin after working their three and a half (3.5) hours for AM shift. As for the PM shift, they must arrive at work at a time to allow for a three and a half (3.5) hour end of workday. For example, if you are scheduled to work from 7:30 - 3:30, your AM shift ends at 11:00 AM for your personal leave time. If your request for time off is in the afternoon, your PM session starts at 12:00 PM with no lunch break or at 11:00 AM with an hour lunch break. During the "summer hours" this will be based on a six (6) hour day.

## **ARTICLE IX NON-DISCRIMINATION**

The C.S.E.A., Inc., and the Employer, do hereby endorse the following mutual policy: "The Ogdensburg City School District of Ogdensburg, New York, does not discriminate on the basis of sex in the educational programs or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972, not to discriminate in such a manner.

This policy of non-discrimination includes the following areas:

Recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs, course offerings, and student activities."

## **ARTICLE X SICK LEAVE**

### **Section 1.**

All full-time personnel of the said unit will earn one (1) day per month worked accumulative to a maximum of three hundred twenty-five (325) days. Two (2) additional sick leave days per year shall be granted to each employee who has completed three (3) full years of service within the District. Earned sick leave shall be credited at the beginning of the school year, however if someone has used all sick days and leaves prior to the end of the school year, the employee shall be responsible for paying any days he/she was advanced on a pro-rata basis.

### **Section 2.**

All regular part-time personnel are eligible for benefits, including health insurance on a prorated basis. (Regular part-time personnel are those employees regularly scheduled for four (4) or more hours per day, twenty (20) hours per week.) These personnel are eligible for one (1) sick day per month worked accumulative to three hundred twenty-five (325) days.

If a regular part-time employee transfers to a full-time position, the accumulated sick leave shall be credited, pro-rata, for full time service. For example, if a regular part-time employee working four (4) hours per day has one hundred (100) sick days accumulated and then transfers to a full time eight (8) hour per day position, such employee shall be credited with fifty (50) days of accumulated sick leave upon commencement of the full-time position.

### **Section 3.**

A doctor's certificate may be required by the Superintendent when an employee is on sick leave for three (3) or more days when an employee has been absent on the average of more than one (1) day per month with a pattern of illnesses demonstrating one (1) or two (2) day absences. Before such employee is required to produce such certificate, a representative from the District will meet with the employee, with a CSEA representative present if requested by the employee and a waiver form filled out if the employee refuses union representation and a copy of the waiver sent via email to the Unit President or if the member refuses union representation then a note will be added to the employees file, to determine the underlying reason for the illnesses and to advise that in the event of future absences, such doctor's/family nurse practitioner/physician's assistant "PA" certificate will be required.

### **Section 4.**

An employee, retiring from the Ogdensburg City School District shall make an employer non-elective contribution to said member's 403(b) account equal to \$125 for each unused sick day in excess of one hundred (100) up to a maximum of one hundred seventy-five (175) days.

## **Section 5.**

An employee who is to be absent must call in his/her absence prior to the start of his/her regular workday in accordance with the time and procedures established by the employee's immediate supervisor.

### **ARTICLE XI BEREAVEMENT LEAVE**

Employees may use up to three (3) bereavement days with pay in either half-day or full-day increments. These days can be taken consecutively or non-consecutively, with approval from the superintendent or their designee required for non-consecutive days.

Children	Mother-in-Law
Spouse	Grandparent
Parent	Brother-in-Law
Sister	Sister-in-Law
Brother	Foster or Stepparents
Father-in-Law	Grandparents-in-Law
Grandchildren	Daughter-in-Law
Son-in-Law	Significant Other
Stepchild	Step Grandchild
Aunt	Uncle
Niece	Nephew
First Cousin	

These days will not be deducted from either sick time or personal time. Further time beyond the three (3) days may be granted with prior approval by the Superintendent of Schools, should extenuating circumstances prevail.

For the purposes of this section "significant other" shall be defined as a relationship with one (1) other person in which the partners are (a) eighteen (18) years of age or older; (b) unmarried and not related by marriage or blood in a way that would bar marriage; (c) actually residing together for at least one (1) continuous year; (d) involved in a committed, lifetime (as opposed to a casual) relationship; and (e) financially mutually interdependent.

\*Bereavement leave can be taken at a future time/date if the services are held at a future time.

## **ARTICLE XII OTHER LEAVES**

### **Section 1.      Childbirth, Adoption and Child Rearing Leave**

**Maternity Leave:** shall be granted any time during pregnancy, taken from accumulated sick leave. From the date of birth, up to six (6) consecutive weeks of paid leave shall be granted (not to be taken from accumulated sick leave). The birthing parent may use accumulated sick leave to get to twelve (12) consecutive weeks of leave from the date of birth, if desired.

\* An employee must be a full-time or part-time employee to be granted maternity leave or assignment during pregnancy, unless otherwise authorized.

The employees will provide the School District with verification from a physician of employees' pregnancy and ability to continue normal duties. The employee will be permitted to continue normal working duties unless otherwise advised by her physician.

Upon date of delivery, or sooner on physician's advice, employee will be granted paid leave up to six (6) weeks for a regular birth, and seven (7) weeks for a cesarean birth. Should the employee choose to do so they shall still have up to a twelve (12) week unpaid period as per the Family Medical Leave Act.

During this period of time, employees will retain all rights and benefits contractually due to her.

Upon returning to work the employee must present a statement from her physician indicating that she is physically able to return to work without limitation.

**Adoption Leave:** Up to six (6) consecutive weeks of paid leave (not to be taken from accumulated sick leave) shall be granted from the date of adoption. The adoptive parent may use accumulated sick leave to get to twelve (12) consecutive weeks of leave from the date of adoption, if desired.

**Paternity Leave:**

Any Employees whose Spouse or Life Partner gives birth will be granted paid leave up to two (2) weeks for a regular birth, and three (3) weeks for a cesarean birth.

Employees may choose to take unpaid leave up to twelve (12) weeks as per the Family Medical Leave Act. \*The non-birthing parent may use accumulated sick leave for up to twelve (12) consecutive weeks from the birth of their child.

During this period of time, employee will retain all rights and benefits contractually due to him/her.

## **Section 2.**

Leave of Absence - All full-time personnel may be granted, upon the approval of the Superintendent of Schools and the Board of Education, up to six (6) months leave without pay. The employee may be permitted to reduce such leave without pay by electing to take any accumulated vacation time at the beginning of the leave period.

## **Section 3.**

Jury Duty - Request for Jury Duty must be submitted to the school Principal or Department Head (whichever is appropriate) as soon as possible. Adequate time must be given for securing a substitute. The person requesting the leave shall reimburse the District in an amount equal to the fee received. The Board will grant leave without financial loss or loss of leave days. Jury reimbursement will be provided as the law allows.

## **Section 4.**

All full-time employees working one thousand two hundred and fifty (1,250) hours or more each year shall be eligible for the benefits set forth in the Family Medical Leave Act (FMLA). Existing benefits provided pursuant to this agreement shall be utilized in conjunction with the benefits granted by FMLA to the extent that such contractual benefits are not inconsistent with FMLA benefits. For example, time away from the job on a leave for childbirth or child rearing shall be included within the FMLA leave and shall not be added to the time provided under the FMLA.

## **ARTICLE XIII HOLIDAYS**

### **Section 1.**

All personnel within the unit shall be entitled to the following holidays:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Good Friday  
Thanksgiving Day

Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Columbus Day  
Veteran's Day

Day after Thanksgiving  
The last working day before Christmas

Christmas Day  
Juneteenth & Lunar New Year\*

\*Juneteenth & Lunar New Year shall be observed as paid holidays under the same circumstances as acknowledged in State statute. If Juneteenth or Lunar New Year falls on a Sunday, then there will be a paid holiday on the following Monday. If Juneteenth or Lunar New Year falls on a Saturday, then there will be no paid holiday in lieu of day.

Ten-month employees will not receive July 4<sup>th</sup>.

For employees working a regular Monday-Friday work schedule, if one of the above named holidays falls on a Saturday, the employee shall receive the preceding Friday as the day off. If the holiday falls on a Sunday, the employee shall receive the next Monday off.

## **Section 2.**

If an employee works a schedule other than Monday-Friday, and a holiday falls on his/her regularly scheduled day off, such employee shall apply to his/her immediate supervisor to determine whether such an alternative day off can be taken. By mutual agreement such day shall be either the day before, the day after his/her regular two (2) days off, or on another mutually agreeable date.

## **Section 3.**

All twelve (12) month positions will be given the District's "Give Back" days, as time off with pay and without using benefit time.

# **ARTICLE XIV SENIORITY**

## **Section 1. Seniority**

Seniority shall be defined as the length of continuous full-time service with the Employer from the employee's last date of hire.

## **Section 2. Losing Seniority**

An employee will lose his/her seniority when his/her employment is terminated, whether by himself/herself, by the Board or its agents. An employee will retain any (but not earn any additional) accrued seniority during any period of layoff up to two (2) years and during any approved leave of absence for childcare or military leave.

### Section 3. Job Openings

The District Office will post in all buildings\*, notices of all regular part-time and full-time openings (excluding substitutes), in classified personnel positions, including supervisory positions, within the negotiating unit. Such announcement of vacancies shall include the title of the vacant position, the starting salary, and appropriate information with respect to any special requirements for the position. Such announcements shall be given to the Association President and shall be posted at least ten (10) calendar days prior to the day that they are filled. 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 with the Employer, provided that such notice must be filed within five (5) days following the announcement of the vacancy. Job descriptions for the posted openings will be available to any applicant upon request. All written applications for a position will be acknowledged in writing. All permanent positions in the competitive class shall be filled in accordance with applicable civil service laws. Temporary and provisional appointments in the competitive class shall be filled by the qualified individual with the greatest seniority, where skill and ability are relatively equal. Positions in the Non-Competitive and Labor classes of the classified service shall be filled by the qualified applicant with the most seniority, where skill and ability are relatively equal. For the purpose of this section "skill and ability" include special needs of the District as set forth in the job posting, special requirements of the applicant to fulfill that special need, absenteeism records, and ability to fulfill the duties of the position. For example, if the District is seeking to fill a vacancy in which the person will have primary District responsibility for electrical work, such special need shall be noted on the job posting.

\*Notices shall be posted in the following locations:

- |                                      |  |
|--------------------------------------|--|
| Ogdensburg Free Academy/Main Office: | <ol style="list-style-type: none"><li>1. Employee bulletin board at bottom of stairs.</li><li>2. Management Services office reception area bulletin board.</li><li>3. Kitchen bulletin board.</li><li>4. Guidance Office.</li><li>5. Mail Room.</li><li>6. High School Office.</li></ol> |
| Ogdensburg Middle School:            | <ol style="list-style-type: none"><li>1. Main Office-Mail Room.</li></ol>  |
| Kennedy Elementary School:           | <ol style="list-style-type: none"><li>1. Service window of main office – mail room.</li><li>2. Lounge bulletin board.</li><li>3. Custodial break room bulletin board.</li></ol>  |
| Madill Elementary School:            | <ol style="list-style-type: none"><li>1. Lounge bulletin board.</li><li>2. Kitchen office bulletin board.</li></ol>  |
| Dome                                 | <ol style="list-style-type: none"><li>1. Work room bulletin board.</li></ol>   |

#### **Section 4. Lay-Off**

In the event of a reduction in the work force, the Superintendent shall notify the President of the Association, and the Civil Service Law, Education Law and Regulations shall be followed when applicable. Where such Civil Service Law is not controlling, layoffs in the non-competitive and labor classes shall follow the same rules and procedures as are followed for competitive class employees.

#### **Section 5. Call-Backs**

Employees whose jobs have been laid off will retain their seniority rights for purposes of rehire for a period of one (1) year after the layoff of their jobs. Employees on lay-off shall be called back to openings in their classification in reverse order in which they were laid off. Employees shall be obliged to keep the Employer informed of their proper mailing address and the Employer shall rely on the address last furnished by the employee. A laid-off employee must respond to the Employer's notice of recall within one (1) week after delivery of notice to the last known address.

#### **Section 6. Seniority Roster**

An updated (as of July 1 of each year) seniority roster shall be sent to the CSEA President no later than November 1. Board of Education minutes will be sent to the CSEA President as they become available.

#### **Section 7.**

Any employee resigning from his/her position with the District shall give at least one (1) weeks' written notice of such resignation to his/her immediate supervisor. The final paycheck shall be adjusted for any, insurance owed, unused (or advanced) vacation allowances.

### **ARTICLE XV SALARY**

#### **Section 1.**

- (a) The following increases shall be applicable for all employees.

July 1, 2025:	5% to base.
July 1, 2026:	5% to base.
July 1, 2027:	5% to base.
July 1, 2028:	5% to base.



(b) Starting salaries for bargaining unit positions are as follows:

\*Starting will be 2% each year. The Chart reflects the 2%.

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Teacher Aide	\$25,720	\$26,234	\$26,759	\$27,294	\$27,840
Teaching Assistant	\$27,072	\$27,613	\$28,166	\$28,729	\$29,304
Secretary I		\$35,000	\$35,700	\$36,414	\$37,142
Keyboard Specialist (10 month)	\$28,086	\$28,648	\$29,221	\$29,805	\$30,401
Keyboard Specialist (12 month)	\$31,803	\$32,439	\$33,088	\$33,750	\$34,425
Clerk (10 month)	\$26,099	\$26,621	\$27,153	\$27,696	\$28,250
Clerk (12 month)	\$29,504	\$30,094	\$30,696	\$31,310	\$31,936
Laborer	\$32,240	\$32,885	\$33,542	\$34,213	\$34,898
Motor Vehicle Operator	\$33,253	\$33,918	\$34,596	\$35,288	\$35,994
Maintenance Helper	\$34,864	\$35,561	\$36,273	\$36,998	\$37,738
Cook	\$28,270	\$28,835	\$29,412	\$30,000	\$30,600
Food Service Helper	\$26,294	\$26,820	\$27,356	\$27,903	\$28,461
Computer Operator	\$39,235	\$40,020	\$40,820	\$41,636	\$42,469
Maintenance Worker	\$44,580	\$45,472	\$46,381	\$47,309	\$48,255
Building Maintenance Mechanic	\$56,297	\$57,423	\$58,571	\$59,743	\$60,938
Head Building Maintenance Worker		\$45,020	\$45,920	\$46,838	\$47,775
District Data Coordinator	\$47,336	\$48,283	\$49,248	\$50,233	\$51,238
Bus Mechanic	\$54,930	\$56,029	\$57,149	\$58,292	\$59,458
Bus Driver	\$28.14	\$28.70	\$29.28	\$29.86	\$30.46
Bus Monitor	\$15.52	\$17.87	\$18.23	\$18.59	\$18.96

**Level 3 Certified Teaching Assistants** shall be eligible for longevity incentives in recognition of extended service. An incentive payment of **\$1,000** shall be awarded upon completion of **10 years of service**, and an additional incentive payment of **\$1,500** shall be awarded upon completion of **20 years of service**. The total maximum longevity incentive available under this provision is **\$2,500**.

All 12-month clerical staff, on payroll as of June 30, 2025, shall receive a **one-time increase of \$1,500** to their **base salary**, effective July 1, 2025.

As 12-month employees, Clerical Staff (Clerks, Secretary I and Keyboard Specialists) and the District Data Coordinator are expected to fulfill their primary duties as outlined in their job description. However, recognizing the dynamic needs of the district, the district reserves the right to assign additional duties as necessary, provided that such duties are within the scope of their contractual workday. These duties may change from time to time, depending on the evolving requirements of the district. Any additional responsibilities assigned will be consistent with the workday and will not extend beyond

the agreed-upon contractual hours unless otherwise agreed upon by both parties. All assignments will be made in a reasonable manner and with prior notice whenever possible.

(c) Employees promoted to higher rated job title within the District will receive an increase equivalent to the difference in the starting salaries between the two (2) positions.

(d) If a position is changed from a ten (10) month position to a twelve (12) month position the base salary for the person holding such position shall be increased by 20% and such person shall be credited with two (2) weeks' vacation at the time of such transfer.

(e) There is a need to have more supervision over cleaning shifts and field preparation shifts within the district facilities. This language is to create a "Shift Differential" for "Shift Leaders" for various locations within the district. The District shall post these positions for "In House" applicants only. The term "In House" shall mean "only employees that are currently employed by the district". The "Shift Differential" will be \$1,500.00 per school year.

Note – this is not a stipend. The locations will be a one shift at each Elementary School, one shift at the Middle School, day and night shift at the High School, one shift for the Fields, one shift at the Dome, one shift at the Barn, for a total of 8 shifts district wide. Time of these shifts will be determined by the district (re. day or night shift). More details to be worked out prior to implementation.

(f) All 10-month salaried employees shall be afforded the opportunity of electing one of the following (3) methods of payment:

1. Receiving 1/20<sup>th</sup> of their annual salary each payday, commencing with the first pay in September and ending with the 20<sup>th</sup> pay in June.

2. Receiving 1/24<sup>th</sup> of their annual salary each pay, commencing on the first pay in September with 4/24<sup>th</sup> to be paid on the 20<sup>th</sup> pay in June.

3. Receiving 1/24<sup>th</sup> of their annual salary each pay, ratably over 12 months commencing the first pay in September and ending with the 24<sup>th</sup> pay in August.

## **Section 2.**

Any employee who is officially directed to work in excess of his/her normal work week will be paid overtime rate of time and one-half (1/2) his/her regular hourly rate for all hours worked in excess of forty (40). If the employees regular work week is less than forty (40) hours

per week, the time and one-half rate will begin after seven (7) hours in one day or thirty-five (35) hours in a week.

In addition to the foregoing, the following shall also apply:

- A. Overtime rate of one and a half (1 1/2) the hourly rate shall be paid to any employee who works more than eight (8) hours in twenty-four (24) on the following occasions: Halloween and/or any event sponsored by an outside agency held in the school when the employee is required to be in attendance. Also, time and a half (1 1/2) the hourly rate shall be paid to any employee who is required to work more than eight (8) hours in twenty-four (24), when an emergency has been declared by the Administration.
1. When there are anticipated overtime opportunities in work traditionally performed by members of the CSEA, the District shall contact employees in the job category for which the overtime is required to determine whether any employee(s) are willing to work such holiday and take compensatory time off (at the rate of time and one-half (1/2) compensatory time off for each hour worked) in lieu of paid overtime for such holiday work.
  2. In the event that there are no employees willing to work the holiday for the compensatory time off, then the District has the right to use part-time, on-call, employees to work such holiday.
  3. Nothing herein shall modify the contractual requirement that if an employee is ordered to work on a holiday, e.g., a boiler goes down and must be repaired, such employee shall have the option to be paid for such overtime work or to receive compensatory time off for such work.
- B. Work schedules for buildings and grounds and maintenance departments shall be developed by the District to meet its operational needs as such needs vary throughout the school year. At the commencement of each school year the District shall determine the work schedules, including the days of the week and the hours of employment, that must be manned, and the reasonable experience and skill requirements necessary to staff such work shifts. Employees shall then have the opportunity to select such work shift in order of seniority with the senior employee in each job classification having first choice of assignment.

It is understood that changes in such work schedules are required throughout the school year to meet the changing needs of the District and, when such schedules must be changed, one week's notice of such schedule change shall be provided except in extraordinary circumstances. If no employee on the shift being reassigned volunteers for such reassignment than, absent special circumstances brought about by the operational needs of the District, the least senior employee shall be reassigned.

Work schedules and job assignments for all other members of the bargaining unit shall be determined by the District based on its operational needs and the ability of the employees.

All bargaining unit members will be advised of a tentative position, location (classroom and building), assigned teacher if applicable and pay for the following school year. This information shall be provided no later than August 1.

The tentative need and rate of pay for summer school positions will be posted for all bargaining unit members. CSEA members, when applying, will have preference for positions prior to non-CSEA members.

- C. Overtime opportunities shall be equitably allocated within each department in each building of the District. Such rotation shall be made by developing a listing of all employees within such department in each building with the senior employee being listed at the top of such list. Such listing will be posted at a location(s) agreed upon between the Superintendent and the Association President. When overtime is available, it shall be offered in accordance with the list established with the overtime being offered to the person at the top of such list. If the employee elects to work the overtime, or if the person at the top of such list. If the employee elects to work the overtime, or if the person refuses to work the overtime, such person's name shall then be moved to the bottom of the list and (s)he shall not be offered any further overtime until such time as his/her name comes to the top of the list on a rotational basis. In the event that an employee is absent when his/her name is at the top of the rotational list and overtime is offered, (s)he shall retain his/her position at the top of the list for the next time that overtime is offered. The District may, in an emergency situation, deviate from such list when obtaining an employee for the overtime work is a necessity.

Upon the mutual agreement of the employee and the Director of Facilities, the employee may take compensatory time off at a later mutually agreed upon date in lieu of actual monetary compensation for the time worked.

### **Section 3.**

Any employee who is officially directed to work on a holiday will be paid one and one-half (1/2) his/her regular hourly rate for all hours actually worked. Such rate will be in addition to payment for the holiday.

### **Section 4.**

Longevity increments shall be paid for each five (5) years of service in the District in accordance with the schedule set forth below. The maximum of such increments shall be six (6) representing thirty (30) years. Longevity increments shall be paid beginning the first pay of January or July nearest to the anniversary date of employment.

	<u>Amount</u>	<u>Total Payment</u>
Effective as of July 1, 2025, the schedule shall be modified as follows:		
After 5 years	\$492.69	\$492.69
After 10 years	\$492.69	\$985.38
After 15 years	\$695.57	\$1,680.95
After 20 years	\$898.45	\$2,579.40
After 25 years	\$898.45	\$3,477.85
After 30 years	\$898.45	\$4,376.29

	<u>Amount</u>	<u>Total Payment</u>
Effective as of July 1, 2026, the schedule shall be modified as follows:		
After 5 years	\$507.47	\$507.47
After 10 years	\$507.47	\$1,014.94
After 15 years	\$716.44	\$1,731.38
After 20 years	\$925.40	\$2,656.78
After 25 years	\$925.40	\$3,582.18
After 30 years	\$925.40	\$4,507.58

	<u>Amount</u>	<u>Total Payment</u>
Effective as of July 1, 2027, the schedule shall be modified as follows:		
After 5 years	\$522.70	\$522.70
After 10 years	\$522.70	\$1,045.39
After 15 years	\$737.93	\$1,783.32
After 20 years	\$953.16	\$2,736.48
After 25 years	\$953.16	\$3,689.65
After 30 years	\$953.16	\$4,642.81

	<u>Amount</u>	<u>Total Payment</u>
Effective as of July 1, 2028, the schedule shall be modified as follows:		
After 5 years	\$538.38	\$538.38
After 10 years	\$538.38	\$1,076.75
After 15 years	\$760.07	\$1,836.82
After 20 years	\$981.76	\$2,818.58
After 25 years	\$981.76	\$3,800.34
After 30 years	\$981.76	\$4,782.10

## **ARTICLE XVI OTHER AGREEMENTS AFFECTING EMPLOYEES**

### **Section 1. Inclement Weather**

Full Time personnel who are directed to work when school is closed due to snow conditions or other inclement weather (but not including “give back” days) shall receive a compensating day at a time mutually agreed with the Superintendent before the end of the school year. Employees will have an additional option of using a Personal Leave or Vacation Day.

### **Section 2. Breaks**

All personnel within the unit shall be granted a coffee break not to exceed fifteen (15) minutes in length in the morning and the afternoon of each workday for a total of thirty (30) minutes max per day.

### **Section 3. Mileage**

Any employee specifically required by his/her supervisor to use his/her car for District Business shall be compensated for such use at the then current Internal Revenue Service (IRS) business deduction rate. Such rate shall be available in the Superintendent of School’s office upon request.

All properly completed mileage reimbursement forms turned in by the first of the month will be paid in full no later than the 10<sup>th</sup> of the following month.

### **Section 4. Strike**

The Ogdensburg City School District Non-Teaching Unit of C.S.E.A., Inc., affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, or to participate in such a strike.

### **Section 5. Union Rights**

Any rights, privileges, or benefits accorded during the last fiscal year shall not be rescinded, reduced, changed, or impaired except by the present agreement.

### **Section 6. Reciprocal Rights**

The Ogdensburg City School District Non-Teaching Unit, C.S.E.A., Inc., shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer.

## **Section 7. Labor Management**

Labor-Management Committee: The Employer and the C.S.E.A., Inc., Non-Teaching Unit Agree to continue the Labor-Management Committee for the purpose of providing communications, discussions, and resolution of matters, including safety matters, between the employees and the employer. The basic concepts are as follows:

1. The committee will be advisory to the Superintendent of Schools.
2. The committee will meet at least four (4) times per year at alternate times (during working hours and at other times other than working hours).
3. The committee will at no time involve itself with collective bargaining.
4. The committee shall consist of six (6) members; three (3) appointed by the Superintendent and three (3) appointed by the Association President.

## **Section 8. Flu Shots**

The cost of flu shots/vaccinations, if required by school authorities, shall be paid by the District.

## **Section 9. Unused Accumulated Sick Time Notice**

Prior to September 1<sup>st</sup> of each year, all personnel covered by this Agreement shall be notified in writing of the unused accumulated sick time that each one has accumulated, following the end of a particular fiscal year.

## **Section 10. Union Release Time**

The President of the School Unit of the C.S.E.A, or his/her designee, shall be allowed paid leave time, not to exceed an average of one (1) hour per week, and access to visit unit members in order to fulfill his/her duties as Unit President. The use of such time shall be subject to the approval of the immediate supervisor of the other unit member visited. It is understood that such visits shall not result in any undue interruption of work and may be denied if the Unit President or other employee is engaged in important District business.

CSEA members duly appointed by the Unit President will be permitted a maximum of fifteen (15) days per year (collectively) for the purpose of conducting Association business to include but be limited to trainings, conferences, etc.

### **Section 11. Sick Leave Bank**

The Employer will agree to the establishment of a Sick Leave Bank by Civil Service Employees, comparable to the Teachers' and Supervisors' Organization. The Non-Teaching Unit, C.S.E.A., Inc. will have a representative on the Sick Leave Bank Committee.

### **Section 12. Emergency Call in**

The employer will agree to pay for "emergency call-in" – a minimum of two (2) hours at time and one half (1 ½) pay to any employee in the Building and Grounds Department.

### **Section 13. Disciplinary Actions**

In the event that the District is planning to institute disciplinary action against an employee not otherwise entitled to the protections accorded by Section 75 of the New York Civil Service Law, and the proposed penalty consists of a suspension of more than five (5) working days, or a dismissal from employment, before such penalty is instituted, the District shall proceed as if the employee were duly entitled to the protections accorded by Section 75.

Education counseling is not a discipline but does put an employee on notice as to expected behavior. Letters of discipline will be clearly stated.

### **Section 14. Food Service**

Any food service employee who is directly involved in preparing or serving school lunches will be allowed to consume a meal free of charge provided it is consumed on school premises during the employee's normal meal or break time. All full-time food service employees shall be provided with necessary uniforms each year up to a maximum cost of \$250 per year. It is expressly understood that clerical, custodial or maintenance personnel shall not be eligible for such meal.

### **Section 15. Education Law/Covering for a Teacher**

Teaching Assistants shall be evaluated annually and shall be eligible for tenure in accordance with the applicable provisions of Education Law.

In order to continue as a Teaching Assistant, and to be eligible for tenure, all State Education Department (SED) educational and certification requirements must be completed. If a Teaching Assistant is designated to serve as a teacher in the absence of the Teacher.

If a Teaching Assistant is designated to serve as a Teacher in the absence of the Teacher, the Teaching Assistant shall be paid an additional \$50 per day.



## **Section 16. Vision and Dental**

The Employer shall permit bargaining and non-bargaining unit members and their dependents to enroll, at the sole expense of the members, in the EBF Gold 12 Vision Plan. The cost of such coverage shall be paid by each enrolling member by means of a payroll deduction on a pre-tax basis.

## **Section 17. Personal Files**

All employees covered by this Agreement shall have the right to review their personnel folders.

Employees will be notified of all derogatory material placed in their personnel folders.

## **Section 18. Vouchers**

Voucher system that is currently in place for furthering education will be detailed and available to all CSEA Members.

## **Section 19. Bargaining**

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than three (3) months following such request. The parties may agree to exchange simultaneously all the issues it proposes for discussion prior to the first meeting. If the parties do not agree to a prior exchange of issues, then an initial negotiation meeting shall be arranged.

## **Section 20. Stipends**

Stipends shall be posted as they become available for all CSEA Members to bid on.

# **ARTICLE XVII WORKDAY AND WORK WEEK**

## **Section 1.**

Full-time Maintenance and Buildings and Grounds Personnel shall work eight (8) hours per day and/or forty (40) hours per week as scheduled by the District. In the event that police authorities declare all roads within the District closed, all employees shall be paid for the day(s) missed without deduction from sick, personal or vacation leave.

## **Section 2.**

Full-time Food Service Personnel shall work seven (7) hours per day to Teachers' calendar.

## **Section 3.**

Twelve (12) month Keyboard Specialists, District Data Coordinator and Clerks shall work seven (7) hours per day during the school year, exclusive of lunch. During all school breaks when students are not in session, these employees will work a six (6) hour day, exclusive of lunch.

## **Section 4.**

All ten (10) month Keyboard Specialists and Clerks will work the Teachers' calendar.

## **Section 5.**

All Teaching Assistants, Teacher Aides shall work Monday through Friday, a day equal to the Teachers workday and according to the Teachers work calendar.

All Teaching Assistants required to work past 3:20 pm will be paid from 3:05 pm with prior Supervisor's approval.

## **Section 6.**

The District has the discretion to employ part-time employees.

## **Section 7.**

Night differential for scheduled Custodial and Maintenance personnel shall be as follows:

2:30 p.m. to 11:00 p.m.	-	\$1.00 per hour
Midnight to 8:00 a.m.	-	\$1.05 per hour

## **Section 8.**

Night differential for snow plowing personnel shall be as follows:

5:00 p.m. to Midnight	-	\$1.15 per hour
Midnight to 8:00 a.m.	-	\$1.30 per hour

## **Section 9.**

Employees working in the Dome during ice season will receive a one dollar and five cents \$1.05 per hour differential.

## **Section 10.**

Out-of-title work will be paid after an employee works on the higher rated job for twenty (20) or more workdays. The rate will be the rate for the higher rated job or the rate the employee would receive if permanently promoted to the position. After the employee, has worked out-of-title for twenty (20) consecutive days, the higher rate of pay shall be retroactive to the first day of employment in the temporary higher rated position.

# **ARTICLE XVIII TRANSPORTATION**

## **BIDDING AND JOB VACANCIES**

At the beginning of each school year, employees wishing to do so may retain their routes from the previous year, if available. It is expressly understood by the parties that there is no guarantee that an identical route will be available from year to year, or that a route will remain unchanged throughout the year. All home-to-school runs, and other non-temporary runs not retained shall be open for bid on a classification seniority basis utilizing the seniority list prior to the start of school. Written notice of bidding shall be sent to all employees who worked for the employer during the previous school year, at their last known home address. Drivers must be qualified (as required by law and regulation) on the vehicle in order to bid a particular route. No later than three (3) days before the annual bid, copies of all known bids shall be available at the bus garage. Said bids shall contain a description of the run, the approximate time the run will take and the start time. Routes shall be bid as posted.

No bargaining unit employee will be allowed to enter into a bid situation wherein, by virtue of awarding said bid, it would result in an employee's entire bid route to be in excess of eight (8) hours/day or forty (40) hours/week. The procedure outlined above with regard to bid routes will not affect an employee's seniority rights with respect to the extra trip bid process, provided that by completing said extra trip work, the work would not put an employee into a premium paid overtime situation where the work could be completed by another bargaining unit employee at a non-premium paid rate.

Except for the annual bid, days on which school is closed (September through June) shall not be considered in determining the number of days the bid was posted.

All work shall be posted for bid on an annual basis, or as needed and awarded to the most senior qualified employee.

Any new route or routes becoming vacant during the school year shall be subject to bid according to seniority within five (5) workdays of the vacancy, if possible, and shall be posted for at least five (5) workdays and then awarded at the end of the fifth day. If no one bids on the vacancy within the five (5) day period, the job shall remain posted for an additional thirty (30) days. The successful bidder shall be permanently assigned to the bid route no later than three (3) workdays from the date of the award. The name of the successful bidder will be posted for a period of five (5) workdays.

If routes are available, an employee shall have the right to bid on an available route up to three (3) times in a school year. Those three (3) times are the annual bid plus two (2) additional times, following the annual bid. The vacancy created by an employee who, subsequent to the annual bid, successfully bids an available route shall likewise be posted for bid. Any other vacancy created as the result of the preceding procedure shall be filled by the Employer's assignment of a person to fill the position.

A new route is defined as a route received after the September yearly route bid process or as a result of combining existing routes during the remaining school year.

Whenever possible, before a driver/monitor are reassigned to a route, the District will consult with the Union.

If an employee's assigned route is eliminated, the employee shall bump the least senior employee according to the appropriate seniority list assuming vehicle qualification. Temporarily open runs lasting longer than five (5) weeks shall be posted for bidding purposes. In the event, no employee signs for the open temporary run after being posted for five (5) working days, the District may assign the temporary run to an available, qualified employee.

The posting, bidding, and reassignment processes shall not delay or interfere with the transportation needs of the District.

Upgrading: Drivers will be upgraded (familiarization on larger equipment) on a voluntary basis and if the District requests the upgrade, then such training costs will be paid for by the District. Upgrading will be processed in the following manner:

There will be a sign-up list for those employees who desire to be upgraded at the initial bid period (prior to the start of school). If an insufficient number of employees sign the list, the District may assign the employees to be upgraded.

The number of employees to be upgraded will be determined by the District.

The District will schedule upgrading sessions whenever appropriate.

### **SENIORITY**

The District shall maintain a seniority list by job classification. The District recognizes classification seniority rights from the employee's (first day of appointment by the BOE), first day of work or date of transfer into a classification (driver, monitor) covered by this Agreement. When more than one (1) Operator/Monitor is hired on the same day, their seniority will be determined based on the order in which they appear on the BOE agenda/BOE action.

The official classification seniority lists shall be provided upon request, but no more often than monthly unless extraordinary circumstances exist.

An employee shall lose his/her seniority if he/she:

- a) Quits.
- b) Is discharged.

### **UNIFORMS**

The District shall supply uniforms for all drivers and monitors where required. The District shall provide monitors and drivers with a uniform. The District will expend up to a maximum of \$250 per year per driver or monitor for uniforms and safety vests. A catalog will be offered to the members yearly. A committee will be set up to come up with a yearly uniform choice/s.

Uniform Committee — Buildings and Grounds, Cafeteria, and Transportation Departments:

1. Purpose:  
A Uniform Committee shall be established for the Buildings and Grounds, Cafeteria, and Transportation Departments to review and make recommendations concerning the selection, design, and distribution, related to employee uniforms.
2. Composition:  
The Uniform Committee shall be comprised of:
  - Two (2) representatives from the Buildings and Grounds Department.
  - Two (2) representatives from the Cafeteria Department.
  - Two (2) representatives from the Transportation Department.

- Up to three (3) representatives from Administration, one of whom shall serve as the Committee Chair.

### **CATEGORIES OF BUS DRIVERS**

Regular school bus driver is a certified/licensed/passenger & school bus endorsed driver who bids on and is awarded a regular home to school run.

Substitute driver is a certified/licensed/passenger & school bus driver that reports to work on an on-call basis.

### **HOME TO SCHOOL WORK**

Home to School Work will be defined as all Home-To-School runs for the District.

Home-to-school work shall consist of picking up student passengers at a prescribed location and delivering them to a school and/or returning them to the original or designated location.

If an employee's standard hours are permanently decreased by more than fifty percent (50%), the employee may elect to remain on such a route or bump the least senior driver. The displaced employee will then be assigned the vacated route or may elect to bid on an open route.

Drivers and monitors who are asked to double another run with the employee's home to school run will be granted an additional one (1) hour above the route guarantee.

The District shall make every effort to offer the first choice of any open Home to School runs to substitute employees and employees who do not have a minimum of a four (4) hour daily guarantee by rotational seniority. If substitute employees and employees who do not have a minimum of a four (4) hour daily guarantee have been offered but not accepted an open Home to School run, the District shall offer open Home to School runs to regular employees by rotational seniority.

### **EXTRA DRIVING WORK**

Such work shall, to the extent operationally feasible, be offered to employees by rotational seniority. Extra driving work includes field trips, athletic trips, or other non-regularly scheduled transportation activity performed by the District.

Posted extra driving work will show the following information:

- a) Day and Date of Trip to be covered
- b) Report time and Depart time

- c) Destination
- d) Estimated Time of Departure from Destination

It is understood that posted extra driving work includes copies of the posted extra driving work that is delivered to Ogdensburg.

Employees may bid off their assigned route to do extra work.

Drivers interested in such extra driving work shall notify the supervisor or designee. The District shall maintain a list of drivers interested in such extra driving work. No driver shall be assigned such extra driving work where it conflicts with his/her home to school route, unless the normal home to school route has been bid off as stated above. Additionally, the assignment shall not be offered to an employee if the assignment would result in the payment of more than forty (40) hours in the work week, unless the District has exhausted the rotating seniority roster and the only available, qualified employee would exceed forty (40) hours in the work week.

To the extent possible, such extra driving work shall be posted every Thursday by 4:00 p.m. and to the Ogdensburg drivers the following morning with their paychecks. All extra driving work assignments shall be posted on the bulletin board on a weekly basis. A copy of that list will be forwarded to the Union upon request. If any other extra driving work becomes available that work will then be offered again by a rotational seniority beginning with the next person on the rotational seniority list. This process will be completed until everyone on the list has been offered work by rotational seniority. Once everyone on the rotational seniority list has been offered work, the process for offering extra driving work will start all over again by offering extra driving work consistent with the above stated procedure, beginning with the most senior driver on the rotational seniority list.

If a driver reports for a trip and the District cancels the trip less than two (2) hours before the trip is to begin, the driver shall receive two (2) hours of pay.

Upon request, the Union shall be provided with the list of weekly extra driving work assigned and the names of the drivers to whom the charters were assigned.

In the event an employee's extra driving work assignment is cancelled; the employee is entitled to make up the work by choosing between:

- a) the first choice of any open driving work assignments that become available.

**OR**

- b) the extra driving work assignment that was canceled if it is rescheduled.

It is understood that if the employee elects either of the above choices, the employee shall still be entitled to their next turn in the rotational seniority list for extra driving work.

### **SUPPLIES AND MATERIALS**

The District shall furnish all necessary supplies for drivers to maintain the District vehicles such as brooms, ice scrapers, squeegees and other reasonable incidental materials as required by the Driver.

### **RECEIPTS**

The District shall reimburse an employee for telephone calls, tolls, parking charges or any other expenses incurred that have a direct relation to the employee's successful completion of operations.

All requests for reimbursement shall be accompanied by a receipt signed by the employee.

### **SAFETY VIOLATIONS**

Employees shall not be held responsible for vehicles not properly equipped to comply with state or federal motor vehicle laws, and shall be compensated for fines, time lost and travel expenses if summoned in court, etc., because of such a violation. The above indemnification shall not apply in a situation in which a driver has failed to properly "pre-trip" his/her vehicle and ensure that all required materials are on board.

Employees shall not be held responsible for overloading vehicles when required to do so by the supervisor or designee. Whenever a Driver is penalized because of such overload, the District shall bear all costs in connection with such overload penalty and shall pay all damages and assessments against the Employee including accrued overtime for delay and any lost earning opportunity that the Employee may suffer.

### **EXTRA PAID WORK**

Extra paid work shall be defined as all non-driving/monitor work.

Extra paid work shall include, but not be limited to:

- a) bus washing;
- b) time spent at meetings and training that are required by the District;
- c) physical performance tests;
- d) written tests;



- e)\* travel time to and from any location that exceeds the employee's normal drive time from their home to their assigned bus depot and back;
- f) down time during extra driving work is when the driver is not operating the vehicle while at the event location.

Extra paid work shall be assigned by the District.

Extra paid work will be paid at the rate of pay that is provided for in the section of, "Wages".

### **SUMMER WORK**

The Union and the District agree that the need for employees for summer work shall be filled in the following manner:

- a) The District shall solicit drivers by seniority.
- b) If there are no available drivers, it shall be assigned in reverse order of seniority utilizing the seniority list described in the sections above.

### **MEAL ALLOWANCE**

Drivers assigned to extra driving work (Example: Sports Trips) lasting eight (8) consecutive hours or longer shall be reimbursed up to \$25.00 for meals. Drivers who perform overnight extra driving work shall receive a meal reimbursement up to \$50.00 per day. Receipts must be submitted in order to be reimbursed.

### **RECORDING CAMERAS AND DEVICES**

Drivers and Monitors will be informed by the District when cameras are in use on their bus, unless extenuating circumstances prevent notification. The use of video cameras and recordings is at the discretion of the District. It is also understood that any tampering with such devices could result in disciplinary action.

### **HOURS OF WORK**

**Guarantees:** A regular home to school route for drivers/monitors shall be a minimum of two (2) hours in the a.m. and two (2) hours in the p.m.

The District shall designate the starting time of all routes. The district shall also determine the need for any additional routes. The district recognizes the following additional routes.

<b><u>Route Name</u></b>	<b><u>Route Guarantee</u></b>
Canton Route	2 Hours
Potsdam Route	3 Hours
Heuvelton Route AM	2 Hours
Heuvelton/Lisbon Route PM	2 Hours
AM BOCES	1 Hour
Mid-Day BOCES	1.5 Hours
PM BOCES	1 Hour
Rome Route	8 Hours
Boys and Girls Club Route	1 Hour
Agricultural Studies Route	1.5 Hours

**Run Guarantees:** If a driver works over his guarantee, he/she will be paid at the applicable rate.

### **NEW TECHNOLOGY**

The District shall provide the Union with advanced notice prior to the implementation of new technologies. The parties agree that the installation and activation of new technologies, including GPS equipment on District vehicles, is for the primary purpose of further enhancing safety, operational efficiency, and quality of delivery of services to the students.

The parties acknowledge that disciplinary action based upon GPS equipment findings or reports must comport with the "just cause" standard set forth in this Agreement. Minor infractions, discovered through the utilization of GPS data, will generally be addressed through verbal counseling. However, it is agreed that the immediate supervisor and/or designee shall have the sole discretion to make an initial determination whether an employee's activity is subject to discipline in accordance with District policy.

The District shall provide the Union with GPS reports if relevant to a lawful Union concern.

The parties agree that the tampering with or disabling of any GPS system is subject to discipline up to and including termination.

It is understood that excessive monitoring of employees is neither a primary purpose nor an intended result of the utilization of GPS equipment. It is also understood that any tampering with such devices could result in disciplinary action.

The District agrees that it shall not target specific employees for discipline using advanced technology, including GPS. Further, arbitrary use of such equipment by management shall be subject to the grievance and arbitration procedure outlined in this contract.

### **PAID LEAVE TIME**

All Home to School (HTS) Route Drivers and Monitors shall receive five (5) paid leave days per school year, to be granted on September 1st of each year. Home to School Route Drivers and Monitors hired during the school year, shall receive prorated paid leave time.

Paid leave days may be requested in one half-day (1/2) or full day increments. The HTS driver/monitor shall be paid the "hourly total" of the driver's/monitor's regular daily Home to School route.

The HTS Route Drivers and Monitors may carry over up to two (2) days per year, not to exceed ten (10) total paid leave days at any one time.

### **BATHROOMS**

Employees shall be permitted to stop to use the bathroom while on their routes provided, they comply with all applicable District policies and procedures, which include notifying Dispatch/ District, parking the vehicle in a secure location, checking for sleeping children, engaging the parking brake and removing the key from the ignition.

### **SAFETY AWARD**

The District agrees to pay a safety award as follows:

- a) First day of the regular school year to December 31:

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
\$75.00	\$75.00	\$75.00	\$75.00

This safety award shall be paid no later than December 31st.

- b) January 1 through the end of the regular school year:

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
\$75.00	\$75.00	\$75.00	\$75.00

This safety award shall be paid no later than June 30th.

The safety award is only offered to Home to School (HTS) Drivers and Bus Monitors.

**To qualify for the safety award, an employee must:**

- a) Be a qualified non-probationary regular route (HTS) Driver or Bus Monitor.
- b) Not have a preventable accident or injury as dictated by NYS Traffic and Vehicle Laws.
- c) Not leave a child unattended on a school bus.
- d) Attend all mandatory safety meetings. If an employee does not attend a mandatory safety meeting, the employee shall have thirty (30) days to make up the mandatory safety meeting.

Following the completion of their probationary period, HTS Drivers and Bus Monitor shall be eligible for the safety awards at the start of the next safety award period.

**STUDENT CONTROLS**

The District in conjunction with its Drivers shall endeavor to support and work with the Drivers & Monitors to promote orderly control, proper conduct and protect the safety of the Drivers & Monitors and their passengers. Drivers & Monitors shall be responsible to promptly submit to the School District, legible slips noting specific unacceptable passenger conduct.

If an incident involves a Driver or Monitor who has been physically threatened or struck by a student, an immediate investigation will take place upon receipt of a detailed written report from the Driver or Monitor.

If that investigation results in a valid concern for the safety of the Operator/Monitor the issue will be taken to the principal for appropriate corrective action for the perpetrator.

**Shuttling & Extracurricular:**

Any and all Drivers that are assigned an extracurricular route, or does any day shuttling, will receive their regular rate of pay unless that said member is above forty (40) hours then they would be paid overtime.

**Overnights:**

Drivers that are assigned to an overnight trip will receive the following:

1. A three hundred and fifty dollar (\$350.00) overnight differential.

2. Hourly rate for all drive time. (Must be logged in GPS Software)
3. Appropriate meal reimbursement.
4. Overnight accommodations paid for by district.

All bus drivers shall be required to complete a minimum of ten **(10) hours of extracurricular driving assignments** per school year. These hours may include, but are not limited to, athletic trips, field trips, and other school-sponsored activities outside of regular route responsibilities. Seniority List will be utilized for run assignments.

Bus Mechanics shall be eligible for extracurricular driving assignments and shall be placed on the extracurricular driving seniority list. For the purposes of assignment rotation, Bus Mechanics shall be **initially placed at the bottom of the list. Bus Mechanics shall be compensated at the extracurricular driving rate equivalent to a Bus Driver with the same number of years of service to the District.**

#### **BUS MECHANIC:**

The Mechanic will be a 12-month employee. The Mechanic shall work Monday through Friday, eight and a half (8.5) hour days, inclusive of lunch, for a total of forty (40) hours per week.

The Mechanic shall have up to \$500 per year for clothing and footwear. All items shall be pre-approved by the Mechanic's immediate supervisor, prior to purchase.

The Mechanic shall be provided with the appropriate tools for the completion of his/her work. Tools/Supplies shall be pre-approved prior to purchase. All tools/materials shall be considered district-owned property.

At any time, the district may require the services of an apprentice to the Mechanic. The position shall be posted according to CSEA guidelines on page 12-13 of the contract.

### **ARTICLE XIX GRIEVANCE PROCEDURE**

A grievance shall mean any dispute arising between the employees and the School District concerning the application or interpretation of the terms of this Agreement.

Such grievance shall be processed according to the procedure in Appendix B of this Agreement on page 38.

**ARTICLE XX**  
**DURATION OF AGREEMENT**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore, agree that negotiations will not be reopened on any item whether contained herein or not during the life of this contract unless reopened by mutual agreement.

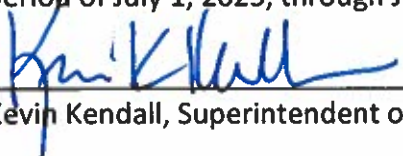
The Education Law and the Rules and Regulations of the Commissioner of Education charge the Board of Education of the Ogdensburg City School District with rights, responsibilities, and duties to administer the Ogdensburg City School District.

This Agreement with the C.S.E.A. Unit does not limit or restrict the Board of Education of the Ogdensburg City School District in the complete administration of the Ogdensburg City School System under these existing laws and regulations.

This Agreement shall be effective July 1, 2025, through June 30, 2029.

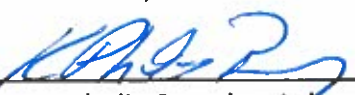
**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."**

The undersigned spokesmen hereby agree to adopt the attached Agreement for the period of July 1, 2025, through June 30, 2029.

  
Kevin Kendall, Superintendent of Schools

\_\_\_\_\_  
Andy Silver, Labor Relations Specialist

  
Karrie Dodd, Unit President 8402

  
Kevin Phelix-Bromley, Labor Relations Specialist

  
Crystal Monroe, Committee Member

  
Jordan Spears, Committee Member

  
Laticia Hamilton, Committee Member

  
Stephen Ritchie, Committee Member

  
Parker Middlemiss, Committee Member

**APPENDIX A**

**APPLICATION FOR APPROVAL OF PERSONAL DAY**

Building \_\_\_\_\_ Date \_\_\_\_\_

I hereby request \_\_\_\_\_ personal day(s) to be used on \_\_\_\_\_.

\_\_\_\_\_  
Signature

APPROVED: \_\_\_\_\_  
Principal/Supervisor

APPROVED: \_\_\_\_\_  
Superintendent/Assistant Superintendent

## **APPENDIX B**

### **GRIEVANCE PROCEDURES FOR OGDENSBURG CITY SCHOOL DISTRICT NON-TEACHING UNIT**

#### **RESOLUTION OF BOARD OF EDUCATION**

The Board of Education of the City of Ogdensburg in compliance with Article 16 of the General Municipal Law (Chapter 554 of the laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the Ogdensburg City School District Non-Teaching Unit to be effective for the life of this contract.

#### **DECLARATION OF POLICY**

Time limitations may be extended by mutual agreement. Failure to adhere to the time limits waives the grievance on the Union's part and moves it to the next stage on the District's part.

#### **DEFINITIONS**

1. Non-Teaching Employee means an employee of the Board of Education who is a member of this bargaining unit as defined in Section III of this Agreement.
2. Administrator shall mean any non-teaching employee responsible for or exercising any degree of supervision or authority over another non-teaching employee.
  - A. Chief Administrator shall mean the Superintendent of the District.
  - B. Immediate supervisors shall mean the Director of Facilities or Building Principal, whichever is deemed appropriate by the School Administrator.
3. Representative shall mean the person or persons designated by the non-teaching employee filing a grievance as his/her counsel or to act in his/her behalf.

#### **PROCEDURES**

1. **Informal Stage:**

Within twelve (12) workdays of the incident or when he/she should have been aware of the incident, the aggrieved non-teaching employee shall orally present his/her grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved non-teaching employee on the job. The necessary immediate supervisor



shall render his/her determination to the aggrieved non-teaching employee within five (5) workdays after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved non-teaching employee may proceed to the formal stage.

**2. Formal Stage:**

- A. Within five (5) workdays after a determination has been made at the proceeding stage, the aggrieved non-teaching employee may make a written request to the chief administrator or his/her designee for review and determination. If the chief administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.
- B. The chief administrator or his/her designee shall immediately notify the aggrieved non-teaching employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) workdays setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.
- C. If such is requested in the written statement of either party pursuant to paragraph B above, the chief administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) workdays of receipt of the written statements pursuant to paragraph B.
- D. The chief administrator or his/her designee shall render his/her determination within ten (10) workdays after the written statements pursuant to paragraph B have been presented to him/her.
- E. If the grievance is not satisfactorily resolved at this stage, the aggrieved non-teaching employee may proceed to the Board stage.

**3. Board Stage:**

The aggrieved non-teaching employee may within five (5) workdays of the final determination by the chief administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent or his/her designee. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) workdays after receiving the request for review.

#### **4. Arbitration:**

Upon written request to the Superintendent of Schools within twenty (20) workdays following the decision of the Board of Education, the aggrieved party shall have the right to have such grievance referred to an impartial arbitrator. If the parties cannot agree upon an arbitrator within five (5) workdays following such request, the arbitrator will be selected under the rules of the American Arbitration Association. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement, nor to hear grievances not related to interpreting the terms of this Agreement. The finding of the arbitrator will be final and binding on the parties, so long as it does not exceed the authority stated herein. Cost of the arbitration will be borne equally by the parties.

**APPENDIX C**

**OGDENSBURG CITY SCHOOL DISTRICT**

**Health Insurance Plan Withdrawal Form**

**I WISH TO WITHDRAW FROM THE OGDENSBURG CITY SCHOOL DISTRICT HEALTH INSURANCE PLAN FOR THE 20\_\_ SCHOOL YEAR. FOR INDIVIDUALS WISHING TO WITHDRAW, THE STIPEND WILL BE \$4,000.00.**

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**

\_\_\_\_\_

APPENDIX D

Request Form

OGDENSBURG CITY SCHOOL DISTRICT  
OGDENSBURG, NEW YORK  
**10 & 12 MONTH EMPLOYEE**  
**APPLICATION FOR APPROVAL OF PERSONAL/VACATION**

BUILDING: \_\_\_\_\_ DATE: \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) to be used on \_\_\_\_\_

Please Circle One: :      **Personal**                      **Vacation - (12 MONTH ONLY)**

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**DIRECT SUPERVISOR**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**SUPERINTENDENT/ASSISTANT SUPERINTENDENT**

## APPENDIX E

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between Ogdensburg City School District, hereinafter referred to as "OCSD" and the Civil Service Employees Association, Inc. Local 1000, AFSCME/AFL-CIO, hereinafter referred to as "CSEA"

WHEREAS, there is a collective bargaining agreement between OCSD and the CSEA effective July 1, 2017 through June 30, 2020,

NOW, THEREFORE, OCSD and the CSEA agrees to the following:

1. The CSEA "Waiver Agreement" form will be given to all CSEA Members by the District if the member waves his/her right to Union Representation for any discipline, interrogation or counseling.
2. A copy of the signed "Waiver Agreement" will be given to the CSEA Unit President or his or her designee and a copy will be placed in the Union Members file at the District.
3. The CSEA "Waiver Agreement" is attached to this MOA.

In witness, whereof, the parties hereto set their hands this 1<sup>st</sup> day of October 2018.

CSEA/AFSCME LOCAL 1000, AFL/CIO

Ogdensburg City School District

BY: 

Julie Brown, Unit President

BY: 

Tim Vernsey, OCSD Superintendent

Date: 10-1-18

Date: 10/1/2018

BY: 

Kevin Phelix-Bromley, LRS - CSEA

Date: 10-1-18

APPENDIX E – Continued Page 2

WAIVER AGREEMENT

I, \_\_\_\_\_, do hereby state:

1. I am a bargaining unit member of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
Local 1000, AFSCME, AFL-CIO; (Hereafter "CSEA"), and;
2. I am currently involved in a proceeding entitled \_\_\_\_\_  
\_\_\_\_\_;
3. I am fully aware that CSEA has offered to represent me in the above-mentioned proceeding.
4. With full knowledge of the fact that CSEA has offered to represent me in said proceeding I  
have nonetheless chosen to retain my own attorney(s) to represent me in all aspects of the  
above-titled proceeding.
5. I understand that CSEA retains the right to have CSEA representatives present at meetings  
and hearing related to the above-titled proceeding as it deems necessary to preserve its rights  
under the collectively negotiated agreement between CSEA and the Employer.

WHEREFORE, I, \_\_\_\_\_, do  
hereby release, remit and discharge the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. from  
any duty or obligation to represent me in all aspects of the aforesaid legal proceeding, all appeals  
herefrom, and from any financial obligation for attorney's fees, arbitrator's fees, or any other  
costs related thereto as may be incurred.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(10 DIGIT CSEA ID No.)