

BOARD MEETING: Regular
DATE: Wednesday, September 4, 2019
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Regular Meeting of September 4, 2019 (Board Action)
- IV. Executive Session (Board Action)
- V. Pledge of Allegiance
- VI. Constitutional Oath of Office
- Student Representative Carter Waldeis
- VII. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.
- Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)
- As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.
- Board Reponse: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.
- VIII. Points of Interest
- IX. Superintendent Recognitions & Updates
- Welcome Back Students and Staff
 - Capital Project Tour
 - 2019 Board of Education Retreat
 - Graduates of Distinction Invitation
 - Release of Grades 3-8 Math and ELA Scores
- X. Minutes (Board Action)
- Regular Meeting of August 21, 2019
- XI. Business / Financial (Board Action)
- NYSSBA Delegate
- XII. Personnel (Board Action)
- 2019-2020 Extra-Curricular Appointment
 - Elementary/Beginning Band
 - Appointment(s):
 - School Bus Monitor
 - School Monitor
 - School Bus Driver
- XIII. Consent Agenda Items (Board Action)
- CSE and 504 Committee Recommendations
 - Substitute(s)
- XIV. Adjournment (Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, September 4, 2019 at 6:00 p.m. in the Naples High School Cafeteria.

Members Present: Joseph Callaghan Steven Mark
 Jacob Hall Gail Musnicki
 Thomas Hawks Maura Sullivan
 Kelley Louthan Carter Waldeis

Members Absent: Robert Brautigam Carter Chapman

Also Present: Matthew Frahm, Mitchell Ball, Kristina A. Saucke, E. Bridget Ashton, Heather Clark, Katherine Piedici and Anneke Radin-Snaith.

Guests: Diann Payne, Shirley Riffle and John McCabe.

A quorum being present, the meeting was called to order at 6:00 p.m. by Board President Jacob Hall.

Motion: **Maura Sullivan**
2nd: **Gail Musnicki**

Resolved, that the Board of Education approves the agenda of the Regular Meeting of September 4, 2019 as presented.

Voting Yes: 7 Motion Carried
Voting No: 0

Motion: **Thomas Hawks**
2nd: **Steven Mark**

Resolved, that the Board of Education approves calling an executive session at 6:02 p.m. for the purpose of discussing collective negotiations with the CSEA Support Staff Unit #7853.

Voting Yes: 7 Motion Carried
Voting No: 0

Time out of Executive Session: 6:29 p.m.

Public Comment:

None

Board Response:

Superintendent Matthew Frahm responded to comments regarding the Naples Youth Corporation and their property. A period of question and comment by the Board of Education followed.

Points of Interest:

Mr. Frahm spoke about the New York State Schools Boards Association conference and shared a sign-up document.

Superintendent Recognitions & Updates

Superintendent Matthew Frahm spoke about welcoming students and staff back.

Assistant Superintendent Mitchell Ball led a capital project tour.

Mr. Frahm shared details about the upcoming 2019 Board of Education Retreat.

Mr. Frahm extended an invitation to the Board of Education to attend the Graduates of Distinction Induction Ceremony.

Mr. Frahm spoke about the release of Grades 3-8 Math and ELA Scores.

Motion: Thomas Hawks

2nd: Maura Sullivan

Resolved, that the Board of Education approves the minutes of the following meetings:

- Regular Meeting of August 21, 2019

Voting Yes: 7 Motion Carried

Voting No: 0

Motion: Maura Sullivan

2nd: Gail Musnicki

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:

- Resolved, that Board of Education member Steven Mark is hereby appointed as Voting Delegate for the 2019 NYSSBA Annual Meeting.

Voting Yes: 7 Motion Carried

Voting No: 0

Motion: Kelley Louthan

2nd: Thomas Hawks

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:

- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2019-2020 School Year, salary as per negotiated agreement:
Elementary/Beginning Band: Sarah Williams –beginning on August 22, 2019 and expiring upon the day Elementary Music Teacher Amanda Erickson returns to work (on or about February 10, 2020), plus one day.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following probationary appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
 - Leanne Parsell, 130 Maple Wood Drive, Naples, NY 14512, as a School Bus Monitor, effective September 9, 2019, at the rate of \$11.10/hour.
 - Leanne Parsell, 130 Maple Wood Drive, Naples, NY 14512, as a School Monitor, effective September 9, 2019, at the rate of \$11.10/hour.
 - David Adam, 5952 South Vine Valley Road, Middlesex, NY 14507, as a School Bus Driver, effective August 28, 2019, at the rate of \$20.69/hour.

Voting Yes: 7 Motion Carried

Voting No: 0

Motion: Steven Mark

2nd: Gail Musnicki

Resolved, that the Board of Education, upon the recommendation of Superintendent Matthew Frahm, approves the Consent Agenda Items as presented:

- a. Resolved, that the Board of Education accepts the committee recommendations from the following meetings:
- Committee on Special Education actions of August 13, 2019; August 14, 2019; August 22, 2019; August 26, 2019 and August 30, 2019.
 - 504 Committee actions of August 22, 2019 and August 30, 2019.
- b. Resolved, that the Board of Education hereby approves the following Substitute Appointment pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Peggy Schenk	Food Service Helper	8864 Atlanta-Garlinghouse Rd., Naples, NY 14512

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Thomas Hawks

2nd: Gail Musnicki

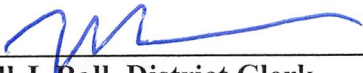
There being no further business, the Regular Meeting of September 4, 2019 is hereby adjourned at 7:42 p.m.

Voting Yes: 7

Motion Carried

Voting No: 0

Dated this 4th day of September, 2019



 Mitchell J. Ball, District Clerk

REVISED TENTATIVE AGREEMENT

This document constitutes the tentative agreement between the negotiation teams for the Naples Central School District (“District”) and the CSEA, Inc. Local 1000, AFSCME, AFL-CIO Naples CSD Unit #7853 Ontario County Local 835 (“Association”), collectively as “the parties”. **All highlighted items are revised, and this document shall be considered the FINAL Signed Tentative Agreement dated. All previous tentative agreements shall be considered null and void.**

WHEREAS, the parties agree that all terms have been negotiated for a successor agreement to the contract expiring on June 30, 2019;

WHEREAS, the parties agree to recommend to their respective groups that the agreed upon changes be formally ratified/approved and incorporated into the successor agreement, that this is the best agreement that can be reached at this time, and will inform the unit membership or Board that they will vote to approve this agreement;

WHEREAS, the parties agree that the only retroactive proposal is regarding wages in **Item 16** for the 2019-20 school year. All other proposals, including monetary proposals, would begin after both parties have ratified this agreement, unless stated otherwise;

WHEREAS, the parties agree to make no public statements regarding this agreement until after ratification/approval. This prohibition shall not limit the parties from discussing the matter with the unit membership or the Board of Education.

WHEREAS, the items in this Tentative Agreement will be contingent upon full ratification before October 1, 2019. If the Tentative Agreement is not ratified by that date, the Parties shall renegotiate its contents.

THEREFORE, the parties agree to the following changes (*italicized* language is not to be added to the current contract, but it is for clarification or reference purposes; ~~struck through~~ language is to be deleted from the current contract; and **bolded** language is language to be added to the current contract), any changes not noted herein must be agreed upon in writing by the parties:

Item 1 – Length of Agreement

4 year Agreement

Item 2 – Article II: Deductions

Section 2.3 Tax Sheltered Annuities

The Employer will make available to all support staff employees the option to file a written authorization and have payroll deductions ~~made to the credit of the individual employee's tax sheltered annuity account~~ **for the purpose of purchasing a nonforfeitable annuity contract or annuity account qualifying for purposes of Section 403(b). The District will only be required to deal with approved plans/servicers.**

Item 3 – Article IV: Duties and Responsibilities of the Association

Section 4.9 – Information

On the effective date of this agreement, the Employer shall supply to the president of the support staff unit a list of all employees in the bargaining unit showing the employee's full name, home address, job title, work location, and first date of employment. Such information shall hereafter be provided to the unit president of the support staff unit no later than September 30th of every school year. Upon request from the Unit President, the Employer shall supply an employee's insurance deduction information. ~~Also, the president shall receive a copy of the monthly Board of Education meeting agenda.~~

Item 4 – Article V: Workweek and Overtime

Section 5.2

All bargaining unit members shall receive annualized pay. The District will establish the number of workdays on an annual basis. The District must authorize and approve all timesheets. However, timesheets will not be changed for time changes without the ~~initials~~ **approval** of both the employee and the supervisor acknowledging agreement of the change. Timesheets with calculation errors may be changed without the employee's ~~initials~~ **approval**. Paychecks will be issued on a biweekly basis.

~~Effective July 1, 2016 or as soon thereafter as practicable,~~ Time clocks will be implemented for all departments.

If at any time it becomes necessary for the District to recoup monies from a unit member, the unit member must agree to a mutually agreeable repayment schedule. Absent extraordinary circumstances, the monies will be recouped by the

District within three (3) pay periods. If employment terminates for whatever reason, the District will recoup all monies owed from the employee's final paycheck(s). If a repayment plan is not agreed to, the District retains the right to pursue legal action. See Appendix B.

Item 5 – Article VII: Employee Benefits

Section 7.1 Health Insurance Coverage

Up to and including December 31, 2019, the insurance coverage provided in the 2016-2019 CBA will continue.

Effective ~~July~~ **January 1, 2020**, ~~or as soon thereafter as possible,~~ the health insurance plans **for all unit members** shall be: ~~the~~

- **Healthy Blue plan with \$15/\$25 copays with the three tier drug plan of \$5/\$25/\$50**
- **Healthy Blue plan with \$30/\$50 copays with three tier drug plan of \$5/35/70.**
- **Signature High Deductible ~~Healthy Blue~~ Health Plan (named “~~HealthyBlue~~” High Deductible Health Plan) with the lowest available deductibles through the Finger Lakes Area School Health Plan (FLASHP). (Deductibles equal \$1,500/\$3,000 as of 2019.)**

Premium contributions will remain unchanged during the term of the contract.

Effective July 1, 2013 the employer will put \$775 per year on October 1st of each year into a ~~Medical Reimbursement Account (MRA)~~ **Health Reimbursement Account (HRA)** for each active employee who is enrolled in the District provided health insurance coverage (unspent monies rollover from year to year -upon retirement monies can be utilized for post-employment health care costs.) Upon the employees demise the money goes to the employee’s estate. The District ~~MRA~~ **HRA** plan document will be made available for CSEA to review. (To qualify for this benefit the employee must be an active employee on October 1st of the year the money is issued). Effective July 1, 2014 and every year thereafter, the District shall contribute \$700 to the ~~MRA~~ **HRA**. **This payment shall cease upon ratification of this Agreement.**

Section 7.2 Health Insurance Premiums

A. Effective January 1, 2020 for ALL employees

- a. **BASE PLAN: Signature High Deductible ~~Healthy Blue~~ Health Plan (named “~~HealthyBlue~~” High Deductible Health Plan) with the lowest available deductibles through the Finger Lakes Area**

School Health Plan (FLASHP). (Deductibles equal \$1,500/\$3,000 as of 2019). The payment of money for the contributions of the District and the employee will be measured with reference to the cost of the premium of this Signature High Deductible ~~Healthy Blue~~ Health Plan.

A unit member eligible for District contribution to health insurance may apply the dollar equivalent of the District's applicable premium contribution of the base health care plan premium to any FLASHP plan offered by the District as referenced in this Agreement, however in no case will the District pay an amount of money more than one hundred percent (100%) of any plan chosen. HSA contributions will not be used in this calculation.

- 1. For those employees that work 4 or more hours per day or drive 2 or more bus runs:
 - a. The District will pay:
 - i. 2019-2020: 100% of the Signature High Deductible ~~Healthy Blue~~ Health Plan premium and 100% of the deductible.**
 - ii. 2020-2021: 100% of the Signature High Deductible ~~Healthy Blue~~ Health Plan premium and 100% of the deductible.**
 - iii. 2021-2022: 100% of the Signature High Deductible ~~Healthy Blue~~ Health Plan premium and 100% of the deductible.**
 - iv. 2022-2023: 95% of the Signature High Deductible ~~Healthy Blue~~ Health Plan premium and 90% of the deductible.******
- 2. For those employees that work less than 4 hours per day or drive less than 2 bus runs
 - a. The District will pay:
 - i. 2019-2023: 50% of the Signature High Deductible ~~Healthy Blue~~ Health Plan premium and 50% of the deductible.******
- 3. Health Savings Account
 - a. The District will contribute its portion of the deductible as stated above to a Health Savings Account (“HSA”) in the unit member's name.**
 - b. All HSA contributions will be subject to yearly maximums consistent with federal and state laws and regulations each year.**
 - c. New Hires: The contribution will be pro-rated based on first date of work. Years are governed by the Finger Lakes Area School Health Plan (FLASHP).****

- d. If a unit member receiving coverage via another FLASHP plan offered by the District has a qualifying event or chooses to switch to a high deductible plan in a future open enrollment period, the applicable installment of the HSA contribution will be pro-rated, if necessary.**
- e. HSA contributions will only be made to active employees. No contributions will be made after an employee retires, resigns, is laid off and/or is terminated.**
- f. When an active unit member provides proof that he/she is enrolled in Medicare, the District must cease contributions to that employee's HSA account. If the active unit member continues to take the HDHP offered by the District after Medicare enrollment, the District will deposit the applicable deductible amount into a Health Reimbursement Account ("HRA") in the employee's name, which will be subject to any federal and/or state limitations.
 - i. Should the employee resign or be laid off, the employee will have 2 years to spend any remaining funds before the excess funds revert back to the District.**
 - ii. Should the employee retire, the employee may spend down the account. Should the employee become deceased, his/her designee will have 5 years to spend any remaining funds before the excess funds revert back to the District.**
 - iii. If the employee is terminated, any HRA funds will immediately revert back to the District.**
 - iv. HRA contributions will only be made to active employees. No contributions will be made after an employee retires, resigns, is laid off and/or is terminated, unless stated otherwise herein.****

Section 7.3 Retiree Health Insurance

The District will pay one hundred percent (100%) of the premium payments for the Blue Cross/Blue Shield Blue Point health insurance plan, or another plan offered to active employees as it may change from time-to-time or at least equivalent coverage through alternative insurance or self-insurance at the discretion of the District, for individual retired employees employed prior to June 30, 1981. To be eligible for this payment, the employee must have retired from the Naples Central School District to participate in full, regular retirement benefits in the New York State Employee Retirement System. All retirees after June 30, 1981: to be eligible for this payment, the employee must have retired from the Naples Central School District after at least ten years of service with the District to participate in full, regular retirement benefits in the New York State Employee

Retirement System and shall have the following portion of health insurance paid during retirement:

<u>Years of Service to Naples Central School District:</u>	<u>% of Insurance Premium Paid by District on relevant base plan at the time of retirement:</u>
10-15 years	47%
15-16 -20 years	90%
Over 20 years	95%

Retirees will have the same insurance benefit coverage as employees as it may change from time-to-time **until the retiree reaches age 65.**

When retired employees reach eligibility for Medicare coverage, those retirees shall be covered by the Medicare complimentary plan offered by the carrier that is applicable to the insurance plan under which they retired, or its equivalent. A complimentary plan is a Medicare eligible product that works in conjunction with Medicare. Any premium differences based upon the plan the retiree is under that exceeds the ~~Blue Point equivalent~~ **relevant base plan at the time of retirement** will be the employee's responsibility to pay. **If an employee retires on or before June 30, 2022, the base plan shall be Healthy Blue plan with \$30/\$50 copays with three tier drug plan of \$5/35/70. If an employee retires on or after July 1, 2022, the base plan shall be Signature High Deductible Healthy Blue Health Plan (named "HealthyBlue" High Deductible Health Plan) with the lowest available deductibles through the Finger Lakes Area School Health Plan (FLASHP).**

If an employee continues on the High Deductible Health Plan in retirement, the District will continue to fund a HRA at the same percentage of the deductible contribution at the time of retirement, but only until the employee turns 65.

Item 6 – Article VII: Employee Benefits

New Section 7.8 – Spousal Health Insurance

Where a husband and wife are employed by the District, the District will only be obligated to provide and pay for one (1) family health insurance premium, one (1) two-person premium or two (2) single plan premiums at the District's discretion. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such a case the District agrees to pay the full premium cost.

Item 7 - Article VIII: Holidays

Section 8.1

Unit members on a twelve (12) month basis shall receive ~~twelve (12)~~ **thirteen (13)** paid holidays during the school year, as follows:

Fourth of July (July 4th), Labor Day, **Columbus Day**, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day, two (2) days at Christmas including Christmas Day, New Year's Day, Good Friday, Memorial Day, President's Day and Martin Luther King Jr. Day.

Section 8.2

Unit members employed on a ten (10) month basis will receive ~~four (4)~~ **five (5)** paid holidays per year, which paid holidays shall be:

Columbus Day, Thanksgiving Day, Christmas Day and the day following Christmas Day, the pay for such holidays shall be included in the first pay period in December of each contract year. Payment for the Martin Luther King Jr. holiday shall be in the pay period worked.

Section 8.5

An employee required to work on any of the above holidays or days designated in Sections ~~8.3~~ **8.1 and 8.2** above will receive **either:**

- (1) **Pay for his/her regular holiday and** one and one-half (1 1/2) times his/her hourly rate for duties required for District operations; **OR**
- (2) **Pay for his/her regular holiday and another day off with supervisor's approval.**

~~Such pay shall be in addition to his/her regular holiday.~~

Item 8 – Article XIII: Family Bereavement Leave

Section 13.1

Employees are eligible for up to three (3) days of paid leave, **4 days if the location of the funeral is greater than 150 miles one way**, which shall be available in the event of each death in the immediate family of the employee. The term “immediate family” shall be defined for this purpose as including the employee's spouse, child, **stepchild**, ~~parents~~, **mother, father**, ~~parents-in-law~~, **mother-in-law, father-in-law**, ~~siblings~~, **sister, brother, sister-in-law, brother-in-law**, ~~siblings-in-law~~, grandparents, **grandparents-in-law**, grandchild, **step-**

parents, niece, nephew, aunt, uncle, significant other and any person who is a full-time resident of the employee's household.

Item 9 – Article IX: Vacations

Section 9.1

Paid vacation is available only to unit members employed on a twelve (12) month basis.

- A) Vacation days will accrue on a monthly basis.
- B) All requests for vacation time must comply with the following:
 - 1. Requests must be made to the ~~Superintendent~~ **Supervisor on the attached form per the method chosen by the District.**
 - 2. ~~The form~~ **Requests** must be submitted to the ~~Superintendent~~ **Supervisor** at least three (3) workdays prior to the request for the time, except in emergencies.
 - 3. The request must be for a minimum of one-half (1/2) day (4 hours) for an eight (8) hour workday at a time.
 - 4. The specific dates requested must be approved before being used, at the discretion of the Superintendent, who will consider as his/her prime criterion coverage of District responsibilities.
- E) An employee otherwise eligible for pro-rated **and/or accrued** vacation pay upon resignation will receive such pay only if at least two (2) weeks' notice, in advance, is given to the Superintendent ~~of or~~ his/her designee.

Item 10 – Article X: Sick Leave

Section 10.1 Personal Illness Leave

Personal illness leave days shall be allowed to unit members as follows:

- A) All full-time, **12-month employees** ~~unit members~~ will be credited with fourteen (14) paid sick leave days per full year worked and may accumulate unused sick leave days for a total of 175 days.
- B) Bus Drivers and other ~~full-time~~ **other ten-month employees that work 3.5 hours or more per workday**, ~~ten-month employees~~ will be credited with twelve (12) paid sick leave days per full year and may accumulate unused sick leave days to a total of 175 days.
- C) Part-Time, **10-month employees** ~~cafeteria workers~~ (less than three and one-half (3 1/2) hours per workday) shall be credited with six (6) paid sick leave days per year and these days may be accumulated to an unused sick day total of 175 days.

D) General Principles Applicable to Paid Sick Leave Usage:

3. The Employer reserves the right at any time to request a medical certificate in verification of the employee's personal illness as a precondition of the granting of paid sick leave.
4. Upon return to work following a period of compensated personal illness, the employee will ~~sign and~~ file with the administration, ~~on administration forms,~~ a personal certificate of necessity for the absence. ~~(See form attached as Appendix D).~~

Item 11 – Article XI: Sick Leave Bank

Section 11.2

Each support staff employee (having been employed in the District one (1) year) shall have the opportunity to elect to participate in the sick leave bank by filing a signed authorization statement with the business office. ~~no later than October 1st of each year~~ **If an employee joins, his/her participation will continue from year to year, unless they indicate on a form provided by the District that they do not wish to participate no later than October 1st.** ~~Every employee must sign an authorization form every year to show participation in the sick bank.~~ Authorization forms are available from the sick bank representative.

If an employee chooses to withdraw participation of the sick bank at any given time, all donated days will remain in the bank. If an employee withdraws from the bank, he/she cannot elect to participate in the sick bank for a period of two (2) years.

Section 11.8

~~Effective July 1, 2016, existing sick leave bank days shall be converted to hours with each day constituting 7.5 hours. Contributions and deductions from the sick leave bank shall be based on the number of hours the employee regularly works in a day.~~

Item 12 – Article XIV: Personal Business Leave

Section 14.2

Personal business days are available subject to the following conditions and limitations:

1. Personal leave is for the transaction of personal business, which cannot be conducted outside of the normal workday. Such leave is not available for recreational purposes including vacations. If a request is made for the use of a personal day either immediately prior to or after a vacation period, **then at least two (2) full school days in advance of**

the day requested, except in cases of extreme emergency, the employee must submit a leave request in the Employee Self-Service Module of WinCapWeb and a reason must be stated in the Employee Comments section for the employee's leave request for Personal Business Leave. ~~a reason must be stated on the request for personal day use.~~ Acceptable reasons for the use of such leave are funerals, legal matters, college activities, **any family wedding** ~~weddings in the immediate family~~ as well as educational conferences and retirement conferences/meetings. ~~The employee must complete and sign a statement on the form appended to this agreement and submit such statement to his/her supervisor at least two (2) full school days in advance of the day requested, except in cases of extreme emergency. Approval must be given by the Superintendent in order for a personal business day to be granted. The form to be attached shall be the same as the form currently used by the teachers. (See form attached as Appendix B 2).~~

Item 13 – Article XXI: Call-In Pay

Section 21.1

Employees other than Bus Drivers called in for emergency work at times other than their normal day or shift shall be paid at the rate of time and one-half (11/2) his/her regular hourly pay for all hours worked and a minimum pay of two (2) hours at the time and one and one half (11/2) rate shall be paid in any case. Hours worked in excess of forty (40) hours per week ~~or eight (8) hours per day~~ will be at the rate of time and one half (11/2) times normal hourly wages. ~~All time paid hereunder shall be counted in the computation of overtime.~~

Item 14 – Article XXIII: Special Provisions Relative to Bus Drivers

Section 23.2 – Extra Duties

3. Special or outside bus trips shall be compensated at the per hour rate of: ~~\$13.82~~ **\$16. All layover time will be paid at \$12.00 per hour.**

Section 23.4

The Head Bus Driver shall receive a stipend of ~~\$1000.00~~ **\$3000.00. This stipend will be paid annually in a separate check to the employee at the end of the fiscal year.**

Item 15 – Article XXV: Job Vacancies

Section 25.5

~~The District will provide each new employee with a job description prior to the starting date of employment.~~

The District will provide the unit president with the name, address and salary of each new employee **within timeframe as specified by New York State Law.**

Item 16 – Article XXIX: Salary Schedule

Section 29.1

Each returning unit member’s hourly rate shall increase as follows:

~~2016-2017 2.80%~~

~~2017-2018 2.90%~~

~~2018-2019 2.90%~~

2019-2020: 3.50%, retroactive to July 1, 2019

- **All current employees as of December 1, 2019 shall receive a one-time payment of \$800 within 15 days of December 1, 2019.**
 - **New hires as of July 1, 2019 shall receive a pro-rated amount.**

2020-2021: 3.50%

- **All employees as of June 30, 2020 shall receive a one-time payment of \$800 within 15 days of July 1, 2020.**

2021-2022: 3.75%

2022-2023: 3.90%

Section 29.3 Uniform Allowance

~~A safety shoe reimbursement~~ **clothing allowance** of up to a cumulative total of ~~\$165.00~~ **\$350.00** per year will be paid upon receipt of purchase starting in the first year of this agreement for the Building Maintenance Mechanics, Building Maintenance Assistants, Auto Mechanics, and Head Bus Driver and such employees will be required to wear safety shoes while working for the District. **The \$350.00 clothing allowance will cover the cost of safety shoes, jeans and winter apparel for the above-mentioned titles** ~~The above titles shall be entitled to receive a uniform allowance of up to \$100.00 per school year for the purchase of jeans conditioned upon both receipt of a suitable sales slip or voucher and that the uniform be satisfactory to the District. Receipts may be submitted~~

throughout the school year, but no later than June 1st. Reimbursement will be made in the paycheck following the submission of the receipts, or as soon thereafter as possible. Qualifying purchases must be made between July 1st and June 1st.

Effective 7/1/16, Cleaners and Custodians will be reimbursed up to ~~seventy five dollars (\$75) one hundred dollars (\$100)~~ **two-hundred dollars (\$200)** annually for ~~shoes/sneakers~~ **work apparel (jeans and sneakers)** conditioned upon both receipt of a suitable sales slip or voucher and that the shoes be satisfactory to the district. **If the District requires steel toe safety shoes for these positions, the annual reimbursement will be increased by sixty-five dollars (\$65) annually.** Receipts may be submitted throughout the school year, but no later than June 1st. Reimbursement will be made in the paycheck following the submission of the receipts, or as soon thereafter as possible. Qualifying purchases must be made between July 1st and June 1st.

~~If the District requires steel toe safety shoes the reimbursement will be one hundred and sixty five dollars (\$165).~~

Cafeteria workers shall be entitled to receive a uniform allowance of up to \$200.00 per school year (for pants and shoes) conditioned upon both receipt of a suitable sales slip or voucher and that the shoes be satisfactory to the district. Receipts may be submitted throughout the school year, but no later than June 1st. Reimbursement will be made in the paycheck following the submission of the receipts, or as soon thereafter as possible. Qualifying purchases must be made between July 1st and June 1st. The District will provide shirts, aprons and visors, plus name badges (five (5) sets of each for a two-year period).

Item 17 – Article XXXI

Section 31.1

When the Naples Central School District arranges full day teacher conference days, aides will be eligible to participate in those conference days at their discretion. Since aides are not normally paid for those days, they will receive their regular hourly rate(s) for participating in the conference day. Aides that are not required to work the full day on half day teacher conference day(s), usually those days where parent/teacher conferences are scheduled, shall be allowed to use personal time for the scheduled hours for that portion of the day when they are not needed since that time is incorporated into their base salary. Aides working on an in-service day shall be paid **at least 30 minutes, and up to 60 minutes at the District's discretion**, for their lunch break.

Item 18 – Appendix A

Update Starting Salary Range Chart as necessary

Item 19

Update dates and grammatical errors throughout contract, if necessary.

Item 20 – Article XXIX

Section 29.4 – Shift Differential

~~Effective July 1, 2013, the shift differential shall be at the rate of forty five cents (\$0.45) per hour for hours worked after 3:30 PM to those employees assigned by the District to regularly work a weekly majority of their hours after 3:30 PM, this would apply to the Night Cleaners and Custodians. This differential does not apply to special events. As an exception to the terms of this provision, Cleaners who are regularly assigned by the District to work one half or more of their hours after 3:30 PM, will also be paid the shift differential for all regularly scheduled hours they work after 3:30 PM.~~

Effective July 1, 2019, the shift differential shall be \$725/year, which shall be paid throughout the school year, to account for hours worked after 3:30 PM to those employees assigned by the District to regularly work a weekly majority of their hours after 3:30 PM, this would apply to the Night Cleaners and Custodians. This differential does not apply to special events.

For the District:

Matthew Frahm
Superintendent of Schools

Date: _____

For the CSEA:

Midge Guereri
Local Unit President
CSEA, Inc.

Date: _____

Paul Peters
Labor Relations Specialist
CSEA, Inc.

Date: _____