

AGREEMENT

**by and between the
BOARD OF EDUCATION**

**of the
HALDANE CENTRAL
SCHOOL DISTRICT**

and

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

CSEA

Haldane Central School Unit

Putnam County Local 840

July 1, 2019– June 30, 2022

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION AND DUES DEDUCTIONS.....	1
Section 1 – Recognition	1
Section 2 – Deductions.....	1
Section 3 – Employee Lists.....	2
Section 4 – Exclusivity.....	2
Section 5 – Agency Fee.....	2
ARTICLE II – WORK PERIODS.....	3
Section 1 – Workweek.....	3
Section 2 – Workday	3
Section 3 – Work Year	5
Section 4 – Summer Hours	6
Section 5 – Daily Work Schedule	6
Section 6 – Extra Hour Work Activity.....	7
Section 7 – Supervision of Teacher Aides	7
Section 8 – School Closings	7
ARTICLE III – COMPENSATION.....	10
Section 1 – Wage and Salaries.....	10
Section 2 – Longevity Pay	11
Section 3 – Premium Pay	12
Section 4 – Mileage Allowance.....	16
Section 5 – Uniforms.....	17
Section 6 – Job Related Courses	17
Section 7 – Preparation Time.....	17
ARTICLE IV – HOLIDAYS AND LEAVES.....	17
Section 1 – Holidays.....	17
Section 2 – Vacation with Pay	17
Section 3 – Sick Leave.....	19
Section 4 – Personal Leave.....	21
Section 5 – Bereavement Leave	22

Section 6 – Child Care Leave.....	22
Section 7 – Jury Duty Leave	23
Section 8 – Union Leave.....	23
Section 9 – Emergency Leave.....	23
ARTICLE V – PENSION AND INSURANCE	23
Section 1 – Pension and Options.....	23
Section 2 – Insurance.....	24
ARTICLE VI – GRIEVANCE PROCEDURE	28
Section 1 – President’s Rights	28
Section 2 – Procedure.....	28
ARTICLE VII – GENERAL PROVISIONS	30
Section 1 – Rights of Employees	30
Section 2 – Union Business	31
Section 3 – Job Security	31
Section 4 - Certification of Bus Drivers	32
Section 5 – Labor Management Committee.....	33
Section 6 – Denial of Increment	33
ARTICLE VIII – CONFORMITY WITH LAW AND PRACTICE	33
Section 1 – No Discrimination.....	33
Section 2 – No Strike Provision	33
Section 3 – Past Practice.....	34
Section 4 – Savings Clause.....	34
Section 5 – Mandated Provision of the Law	34
Section 6 – Management Rights Clause.....	34
Section 7 – Management Rights Clause.....	34
ARTICLE IX – DURATION.....	35
APPENDIX “A” – CSEA SALARY SCHEDULES.....	36

PREAMBLE

It shall be the public policy of the Board of Education, Haldane Central School District of Philipstown, and the purpose of this Agreement to promote harmonious and cooperative relationships between the Board of Education, Haldane Central Schools, and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

AGREEMENT

This Agreement is made between the Board of Education, Haldane Central School District of Philipstown, hereinafter referred to as the Employer or Board and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, Haldane Central School Unit of the Putnam County Local 840, hereinafter referred to as the Union.

ARTICLE I – RECOGNITION AND DUES DEDUCTIONS

Section 1 – Recognition

A. Negotiating Unit

The Employer recognizes the Union as the sole and exclusive representative for all classified non-teaching employees (where a certification by the New York State Education Department is not required) excluding administrative staff, casual and temporary employees for the purpose of collective negotiations for all terms and conditions of employment and the administration of grievances.

B. Unchallenged Representation

The period of unchallenged representative status for the Union shall be the maximum period of time in accordance with Section 208 of the Taylor Law.

Section 2 – Deductions

A. Dues Deductions

The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., P.O. Box 7125, Capital Station, Albany, NY 12224 regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for employees in this unit.

B. Member Group Insurance Deductions

The employer, as provided in Article I, section 1A, shall, after the execution of the appropriate payroll deductions authorized by the employee, deduct from the wages of Union members requesting these deductions for life, accident and illness protection premiums. This would be done at the same time as the Union dues are collected and remitted in one (1) payment, the dues and premium deductions, to the Civil Service Employees Association, Inc.

Section 3 – Employee Lists

Upon request, the Employer, within thirty (30) days after the ratification of this contract, will furnish the Union a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this contract, and will, within thirty (30) days after the end of each pay period, furnish the Union a listing of names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees in the negotiating unit.

Section 4 – Exclusivity

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under Article XIV Civil Service Law (Taylor Law); under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issues including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue or any court of competent jurisdiction, whichever is appropriate.

Section 5 – Agency Fee

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees to CSEA, Inc., P.O. Box 7125, Capital Station, Albany, NY 12224

ARTICLE II – WORK PERIODS

Section 1 – Workweek

The workweek of the Haldane Central School District shall begin at 12:01 a.m. on Monday. The workweek shall consist of five (5) consecutive days Monday through Friday. However, any maintenance worker or maintenance helper hired on or after July 1, 2005, will have a five-day workweek which may include Saturday as part of the regular schedule (e.g. Tuesday through Saturday). These employees may not be involuntarily changed from a regular Monday through Friday to a regular Tuesday through Saturday without 30 calendar days notice. This employee will receive overtime for days worked in addition to this schedule or for working more than 40 hours per week. This position shall not eliminate established overtime procedures for sports activities and other past practices. The workweek for clerical staff shall not exceed thirty-seven and one-half (37 ½) hours. The workweek for maintenance, cafeteria and transportation staff shall not exceed forty (40) hours.

Section 2 – Workday

The workday for full time employees shall be defined in terms of consecutive hours of work per day exclusive of lunch unless otherwise agreed to between the employer and an employee. The workday for the various classifications of employees shall be as follows:

Secretarial (12) Months	- 7 ½ hours for the period September 1 through school closing.
	- 6 hours for first workday after school closing to September 1.
Secretarial (11) Months	- 7 ½ hours for the period September 1 through school closing.
	- 6 hours for first workday after school closing to September 1.
Office Aide 11 Months	- 7 ½ hours for the period September 1 through school closing.
	- 6 hours for first workday after school closing to September 1.
Teacher Aide	- 6 ½ hours
Teacher Aide	- 5 hours

Teacher Aide	- 4 hours
Payroll Benefits Clerk	- 7 ½ hours
Account Clerk	- 7 ½ hours
Typist/Office Assistant	- 7 ½ hours
Bus Monitor	- hours to be determined
Nurse	- 7 ¼ hours
Nurse's Aide	- 6 ½ hours
Maintenance	- 8 hours
Cleaner	- 8 hours
Part-time Cleaner	- up to 5 hours
Cafeteria	- up to 8 hours
Part-time Bus Driver	- up to 6 hours
Full-time Bus Driver	- more than 6 hours
Cleaner/Bus Driver	- 8 hours
Mechanic	- 8 hours
Part-time Cleaner/Bus Driver	- up to 5 hours
Full-time Attendance Aide	- 7 ½ hours
Part-time Attendance Aide	- 5 hours
Senior Typist/Senior Office Assistant	- 7 ½ hours

The lunch hour, exclusive of Teacher Aides and Clerical staff, shall be one (1) hour on the days that school is in session, and shall be one-half (1/2) hour on days when school is not in session. Teacher Aides and Clerical staff shall receive a one-half (1/2) hour lunch period.

All full and part-time unit members shall receive a 20-minute coffee break daily. The schedule for this break will be established with the supervisor's approval and may be altered in emergency situations and will be re-scheduled at that time.

Building checks shall be offered to maintenance workers by seniority on a voluntary, rotational basis. Should no employee volunteer, the least senior employee shall be assigned.

Night cleaners must notify the evening Head Cleaner whenever they wish to leave their assigned building during their assigned work shift.

Section 3 – Work Year

The work year shall be defined in terms of the number of months of work performed between July 1 and June 30 (inclusive of holidays and vacation days where applicable) shall for various classifications of personnel be as follows:

Secretaries and Central Office	- 12 months (260 days)
Maintenance, Custodian, Mechanics and Cleaners	- 12 months (260 days)
Part-time Cleaner	- 10 months (182 days)
Office Aides	- 11 months (240 days)
Teacher Aides and Clerks	- 10 months (183 days)
Payroll Benefits Clerk	- 12 months (260 days)
Bus Monitor	- 10 months (182 days)
Typist/Office Assistant	- 10 months (183 days)
Typist/Office Assistant	- 11 months (240 days)
Typist/Office Assistant	- 12 months (260 days)
Senior Typist/Senior Office Assistant	- 10 months (220 days)
Senior Typist/Senior Office Assistant	- 11 months (240 days)
Senior Typist/Senior Office Assistant	- 12 months (260 days)

Nurses	- 11 months (240 days)
Nurses Aides	- 10 months (183 days)
Cafeteria	- 10 months (183 days)
Part-time Bus Drivers	- 10 months (182 days)
Full-time Bus Drivers	- 10 months (182 days)
Part-time Cleaner/Bus Driver	- 10 months (182 days)
Attendance Aide	- 10 months (183 days)

Non-timesheet, Ten-month employees shall have the option to extend pay periods from twenty-two (22) to twenty-six (26) weeks upon written notification to the business office.

Summer work shall be posted prior to June 1st. Ten-month employees who are qualified to perform the summer work shall be given the first preference for such work. In the event that it is still necessary to hire, the District may have non-bargaining unit individuals perform the summer work.

Section 4 – Summer Hours

A. Clerical Staff

Summer hours for clerical staff shall be six (6) hours per day exclusive of a one-half (1/2) hour lunch break Monday through Friday with the shifts to be mutually agreed upon by the clerical staff and the administration in order to insure that there is office coverage from 8:00 a.m. until 4:00 p.m. Summer hours will commence the first Monday after school closes and will end on September 1.

B. Custodial/Maintenance

Summer hours for custodial/maintenance personnel shall be eight (8) hours, exclusive of one-half (1/2) hour lunch break.

Section 5 – Daily Work Schedule

The normal daily work schedule for all classified employees shall fall within the hours of 5:00 a.m. and 5:00 p.m. Personnel employed to work on evening shift shall work between the hours of 12:00 p.m. and 11:00 p.m.

Section 6 – Extra Hour Work Activity

A. Cafeteria Personnel

Full-time and/or cafeteria personnel in this bargaining unit, other than those on duty, shall be assigned to cover all school approved events open to the public.

B. Custodial/Maintenance

The Director of Buildings and Grounds shall provide a schedule of allocated extra hour work activity involving games and events assigned to custodial/maintenance unit members to work pursuant to this clause. Specific hours will be assigned to each type of event based on hours generated by the extra hour activity in the past. Employees will be assigned to an event on a rotational basis or by seniority. The employee who volunteers for an event will be assigned by seniority on a rotational basis.

Section 7 – Supervision of Teacher Aides

- A. It is agreed that the function of a Teacher Aide is to assist teachers, and it is further understood that the Teacher Aide does not have the qualifications of a Teacher, and therefore cannot be used as a substitute Teacher.
- B. Except in emergencies, a Teacher Aide shall not be required to supervise a classroom without the supervision of a Teacher for a period of more than one (1) hour.

Section 8 – School Closings

A. Clerical Staff

1. School Closed Prior to Beginning of the School Day

Secretarial and Teacher Aide employees shall not be required to report to work. The District shall maintain a volunteer call-in list which shall be used in a rotating manner for snow day assignments to insure coverage at the school on said day and may be sent home prior to the end of the regular work day at the discretion of the Superintendent of Schools. Employees directed to work during a school closing shall receive a minimum of four (4) hours pay at the overtime rate. Should no one volunteer the least senior member of the clerical or aide staff will be called on a rotating basis.

2. School Closed During School Day

On those days when because of inclement weather, school is closed after the school operation has begun, secretarial office staff shall be sent home within

one-half (½) hour after Teachers, students, and Teacher Aides have been sent home.

3. Delayed Openings

On days when school opening is delayed, clerical staff shall delay reporting by the amount of time that the school day is delayed.

B. Custodial Staff

1. School Closed Prior to Beginning of the School Day

All 11 and 12-month employees shall be granted a "snow day." The Building and Ground Department shall be canvassed regarding their interest in volunteering to be a member of the 10-person snow team:

- The team shall be established by October 1st of each year.
- Members will receive their choice of either three (3) days of vacation added to their annual vacation day allocator OR a \$750 sign-on bonus.
- Overtime rate (1.5) shall be paid for time spent on snow removal.
- Subsequent annual appointment of the 10-member snow team will be based on satisfactory performance on the team as determined by the Director of Buildings and Grounds.

Members of the Buildings and Grounds Department who are not able to make a commitment to the snow removal team will become Alternates and will be called in "as needed." Alternates will receive overtime (1.5) for snow removal, but will not be eligible for either the three (3) vacation days or the sign-on bonus.

If a minimum of ten (10) employees do not volunteer for the snow removal team, or if unit members in the necessary titles do not volunteer, ten-month employees in the CSEA unit who are qualified shall be given first preference for such work. If the minimum number of qualified members of the snow team is still not met, canvassing may be opened up to District staff outside of the Unit.

Any custodial or maintenance employee who does not comply with the provisions of Article III, Section 3.B.3 (Emergency Duty) will be charged with either a personal day or vacation day for the first offense. Future offenses will be subject to discussion with the Superintendent.

The \$750 sign-on bonus or 3 vacation days will be granted to snow team members who serve during the school year.

2. School Closed During School Day

Except as provided in Article III, Section 3.B, custodial staff shall leave when all of their work is completed so that school is prepared for the next school day.

3. Delayed Openings

On days when the opening of school is delayed, all personnel on the day shift will report to work at either the start of their shift or earlier, based on the weather (as determined by the Director of Facilities), and will receive overtime for extra hours worked prior to or beyond their shift. Should the need arise, alternate members of the snow removal team who are not on the day shift may be asked to report to work and shall be paid time and a half for hours worked.

If school is subsequently closed, custodial employees required to work shall be sent home upon completion of storm related work. If the storm has not stopped and further snow removal is required that day, the snow removal team will be activated.

C. Bus Drivers – Delayed Openings

Bus Drivers and Bus Monitors who report to work on delayed openings shall be paid for a minimum of two (2) hours.

In the event of school closings, part-time cleaner/bus driver will follow protocol for custodial staff.

D. Cafeteria Staff

When school is closed due to inclement weather, cafeteria staff are not expected to report to work, however, they shall be compensated as a day worked. When school is closed early due to inclement weather or other emergency, they shall be paid their normal daily pay.

Section 9 Emergencies Other Than Snow or Inclement Weather

11 and 12-month employees shall report to work on non-instructional days in the event of a power outage or other emergency not related to snow or inclement weather unless the Superintendent has deemed it unsafe to do so. Such employees shall perform such appropriate duties as may be assigned by the Superintendent or his/her designee. The Superintendent shall publish guidelines relating to the types of work that may be assigned during such periods.

ARTICLE III – COMPENSATION

Section 1 – Wage and Salaries

Wages and salaries covered by this Agreement shall be in accordance with the salary schedules listed in Appendix A including such wages and salaries for the Building Mechanic:

Effective July 1, 2019, employees shall receive a 2% increase to each step of the salary schedule.

Effective July 1, 2020, employees shall receive a 2% increase to each step of the salary schedule.

Effective July 1, 2021, employees shall receive a 2% increase to each step of the salary schedule.

Step movement shall continue July 1, 2019 and continue annually for all eligible employees.

A. Hourly rates listed in Appendix A shall be converted into annual salaries based on the following formula:

10-month hourly rate x 1183 = Annual Salary (182 days)

10-month hourly rate x 1189.5 = Annual Salary (183 days)

11-month hourly rate x 1756.5 = Annual Salary

*12-month clerical hourly rate x 1876.5 = Annual Salary

12-month custodial, maintenance, transportation hourly rate x 2080 = Annual Salary

*to be adjusted annually according to summer hour schedule (Article II – Section IV-A).

The Teacher Aides who work more than one hundred and eighty-three (183) days shall be paid for said days on a per diem basis over and above the schedule.

B. Cafeteria Employees

Cafeteria employees shall be paid on an hourly basis and shall be paid as follows:

All cafeteria employees will be paid for one hundred eighty-three (183) days.

C. Bus Drivers

Bus Drivers shall be paid on an hourly basis and shall be paid as follows:

All drivers will be paid for one hundred eighty-two (182) days.

When Bus Drivers are called in for a trip outside their regular assignment, they shall be granted a minimum of one (1) hour's pay.

If a regularly scheduled run is temporarily canceled, the District will locate appropriate alternate work for the driver. For purposes of this provision, "temporary" shall mean an expected cancellation of 5 school days or less. The driver shall determine whether he/she will accept the proposed alternate work assignment.

D. Teacher Aides

All full-time Teacher Aide employees will be paid for one hundred eighty-three (183) days.

All part-time Teacher Aide employees will be paid for one hundred eighty-three (183) days.

E. School Nurses

All School Nurses will be paid two hundred forty days. Additional days shall be paid per diem at the contractual hourly rate.

F. Effective July 1, 1999, employees working a 10-month school year will receive payment for their holiday and vacation days as part of their hourly rate.

Section 2 – Longevity Pay

1. Longevity increments shall be granted on the following basis:

Effective each July 1st of this contract longevity pay shall be as follows:

10th year	\$1,400
15th year	\$1,650
20th year	\$2,025
25th year	\$2,400
30th year	\$2,775

Payment shall be made on July 1st of the year in which the employee will commence above year of service. (i.e. Employee commencing 10th year in June will receive payment the prior July 1.)

The above amounts are non-cumulative.

2. Pro-rated longevity shall be as follows:
 - a. Twelve (12) month employees shall receive one hundred (100) percent of the appropriate step.
 - b. Eleven (11) month employees shall receive 11/12 of the appropriate step.
 - c. Six and one-half (6 ½) hour Teacher Aides shall receive 10/12 of the appropriate step.
 - d. Hourly employees shall receive 10/12 of the appropriate step.
3. The period of employment for the determination of longevity shall begin with the first (1st) day of continuous employment, but shall not include periods of leave of absence. A layoff shall not be deemed to have created a break in service, but time accrued during a layoff shall not be counted towards longevity.

Section 3 – Premium Pay

A. Overtime

1. All employees shall receive overtime compensation at the rate of time and one half (1 ½) of the regular hourly wage for any hours worked provided they exceed thirty-seven and one half (37 ½) hours worked within their defined calendar workweek, except that cafeteria employees, part-time bus drivers, maintenance, custodians, custodian/bus drivers, mechanics and other employees whose normal workweek is forty (40) hours must work a minimum of forty(40) hours in a workweek before becoming eligible for overtime compensation.
 - a. For the purpose of computing overtime for part-time bus drivers, drivers shall be considered to have worked a full day with the completion of their regularly assigned route (unless such route exceeds 40 hours, for which they automatically receive overtime).
2. Work performed on Easter Sunday and on the holidays as mutually agreed, shall be compensated at the rate of two (2) times (double time) the regular hourly wages plus the regular hourly wage, for the hours worked.
3. Overtime distribution and assignment among employees shall be on a rotational basis, or by seniority in the area of employment requiring overtime manpower, to earn premium pay. The employee who volunteers for overtime will be assigned by seniority on a rotational basis. Bus drivers are eligible for

rotating overtime for sport trips. However, overtime can only be earned for hours worked after the employee's regularly scheduled workday is completed.

4. Eligibility for overtime shall be listed by the employer, and the opportunity for overtime offered to the employee who heads the list; and, should he/she refuse, then to the next employee on the qualified list. The initial employee offered overtime, would not be eligible for overtime until each succeeding employee on the qualified list, ready and able to work, has been offered an opportunity for overtime, refused same, or worked overtime.
5. The least senior employee qualified in the area of work requiring overtime manpower shall be required to work when it has been determined by his/her supervisor that compulsory overtime is necessary. The employee shall not be required to work any further compulsory overtime until each qualified employee in the area requiring overtime manpower has worked a compulsory overtime shift.
6. The employer shall provide reasonable advance notification for overtime duty.
7. Personnel who are assigned to work the evening shift shall receive \$.40 per hour shift differential in addition to base hourly rate. Employees who perform assigned lock up responsibilities shall receive an additional \$.40 per hour differential in addition to base hourly salary.
8. Bus Drivers
 - a. Bus driving runs to New York City will be paid an extra \$20.00 per trip. Meal allowance is to be paid as follows:

With receipt - up to \$10.00
Without receipt - up to \$6.00
 - b. Part-time Bus Drivers taking annual physical examinations prior to the start of the school year shall be compensated at the flat rate of \$20.00 for time incurred while taking the physical examination.
 - c. Sports/activity trips shall continue to be considered overtime trips and shall continue to be rotated pursuant to Section 3, A.3 above regarding overtime rotation, and stating that overtime can only be earned for hours worked after the employee's regularly scheduled workday is completed.
 - d. Sports practice routes shall be treated as regular route assignments. Such routes shall be assigned to a particular driver and shall not be routinely rotated. As such, these sports practice routes shall not be subject to

overtime (unless such routes alone or combined with other work exceed 40 hours weekly) pursuant to the following:

- e. Sports practice routes must be routine in nature, occurring on a daily basis, to set practice location and must last for the duration of the sports season.

9. Cafeteria Employees

- a. Provided a cafeteria employee has worked a minimum of twenty (20) hours during the preceding regular workweek, he/she shall be paid at a rate of time and one-half (1 ½) for all work assigned on weekends for special activities.
- b. The Cafeteria Manager shall be paid for the actual time worked with a minimum guarantee of one (1) hour's pay at the applicable overtime rate when responding to a kitchen equipment malfunction after the Cafeteria Manager's work day or scheduled day off.

10. Custodial/Maintenance

- a. The Director of Buildings and Grounds will provide the overtime hours schedule for events assigned to unit members. Specific overtime hours will be allocated to each type of athletic game or an event as follows:

Haldane Sporting Events Allocated Hours of Overtime

Sport	Location	Allocated Hours of Overtime
Tennis	Tennis Courts	No overtime
Football (Varsity & JV)	Turf Field	Varsity: 2 people @ 5 hours with additional duties Modified: (Weekday) 2 people @ 2 hours
Baseball	Mayors Park	No overtime
Volleyball	Main Gym	2 people @ 1 hour (if concession stand is used, add ½ hour)
Lacrosse	Turf Field	1 person @ 1 hour
Soccer	Turf Field	1 person @ 1 hour
Softball	9D Field	No overtime

Basketball	Main Gym	2 people @ 1 hour (if concession stand is used, add ½
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Haldane Events Allocated Hours of Overtime

Event	Allocated Hours of Overtime
Plays (Musical)	Friday: 2 people @ 2.5 hours Saturday: 1 person @ 11 hours Sunday: 2 people; 1 @ 5 hours, 1 @ 4 hours
Awards Ceremonies	Booster Awards: 2 people @ 3 hours Academic Awards: 2 people @ 6 hours
Discovery Nights	2 people @ 6 hours
Evening Concerts	2 people @ 2 hours
K Sing-along	2 people @ 1.5 hours
Destination Imagination	Tbd
Spaghetti Dinner	1 person @ 1- ½ hours
Dances	1 person @ 2 hours
Board Meetings	1 person @.5 hours to set-up; 1 person @.5 hours to break down
Board Executive Sessions (as needed)	1 person @ .5 hours to break down when food is served

Talent Show	2 people @ 3 hours
Night of Rising Stars	2 people @ 6 hours
Play practice (Mondays)	2 people @ 6 hours
Graduation	Up to 5 hours for the day before; up to 8 hours on the day of Graduation (number of people tbd)
Other events	To be determined by the Director of Buildings and Grounds

If an overtime shift necessitates additional time above and beyond the allocated hour(s) for the event, both approval and justification must accompany the overtime hours. If the justification is not approved, then the employee will not be paid for the additional overtime.

- b. Duties associated with the overtime should not infringe on another unit member's duties (i.e., the boys' and girls' locker rooms during a basketball or volleyball game or other event) and be charged as overtime to the person assigned to the game or event. The custodian assigned to the area on their regular shift should clean the locker rooms or other assigned areas as per his/her regular assignment. If there is a specific

reason why a custodian requires help to clean his/her area, this must be discussed and approved as it falls outside of the duties associated to the person assigned to overtime for the event. Approval for work beyond the allotted time should be obtained from the Director of Buildings and Grounds.

- c. When the custodian is not fulfilling the requirements for the overtime event, they should complete their required regular duties. They should not remain in the overtime area waiting for additional duties and extending their overtime hours. The custodian should give the chaperones/coaches their telephone number which is provided to them by the District so they can be reached if there is a need to do so.
- d. If an employee from another shift is assigned to the event (a day time custodian assigned to an evening game or event), they will complete the additional duties assigned to them when they are not fulfilling the duties necessary to run the event.

B. Emergency Duty

- 1. Employees directed to work on emergency duty shall receive a minimum of four (4) hours pay at overtime rate except when such work immediately precedes or follows the regular work day. When such duty adjoins the regular work day, the employees shall receive overtime only for the actual time spent in overtime work.
- 2. Employees responding to fire and/or burglary alarm signals before or after the employee's work day, or on the employee's scheduled day off shall be paid for the actual time worked with a minimum guarantee of one (1) hour's pay at the applicable overtime rate.
- 3. If extenuating circumstances create emergency conditions which cannot be handled by the snow removal team, the Superintendent and/or his/her designee may declare a state of emergency which will require all Buildings and Grounds employees to report to work as directed. All employees directed to work will receive a minimum of four (4) hours pay at the overtime rate.

Section 4 – Mileage Allowance

Employees using their own motor vehicle at the employer's direction on school business shall be reimbursed for said motor vehicle expense at the then-current IRS rate.

Section 5 – Uniforms

Uniforms are to be furnished without charge to Custodial, Mechanical and Cafeteria employees. Employees who are issued uniforms are to wear them and maintain them in a neat manner.

The District will provide either a \$75.00 allowance or a \$75.00 reimbursement annually upon presentation of a receipt for safety shoes (custodial) and work shoes (cafeteria). Employees must wear safety/work shoes.

Section 6 – Job Related Courses

Employees requested to take job related courses will have tuition and other reasonable and necessary expenses paid for by the School District.

A bargaining unit member with prior approval of the Superintendent may participate in workshops, conferences or special classes when such would be of benefit to the District as determined by the Superintendent. Reimbursement for tuition will be made upon evidence of successful completion. Attendance at such course will not result in additional salary payment.

There will be mandatory training for safety security monitors.

Section 7 – Preparation Time

Part-time Bus Drivers shall receive thirty (30) minutes paid preparation time each day. All other time recorded shall be time spent in performing the runs.

ARTICLE IV – HOLIDAYS AND LEAVES

Section 1 – Holidays

- A. Holidays with pay will be granted to all 11 and 12-month employees. All other employees will receive holiday pay as part of their hourly rate.
- B. The holiday schedule shall consist of thirteen (13) days to be mutually decided upon between the Union and each employee prior to July 1.
- C. CSEA shall have two (2) members on the School Calendar Committee.

Section 2 – Vacation with Pay

All twelve (12) month employees covered by this contract as defined in Article II, Section 3 (work year) shall be eligible for the following vacations:

After one (1) year, vacation shall be granted on a fiscal year basis as follows:

A. Newly Employed Personnel

1. Personnel employed in the months of July and August shall become eligible for ten (10) days vacation effective at the beginning of the next fiscal year.
2. Personnel employed in the month of September shall become eligible for nine (9) days vacation effective at the beginning of the next fiscal year. Those hired in October shall receive (8) days vacation beginning the next fiscal year and reduction shall continue on this concept.

B. Personnel Employed More than One Full Year

1. Personnel who have completed one (1) full year of employment shall become eligible for ten (10) days of vacation in each fiscal year effective at the beginning of the next fiscal year.
2. Personnel who have completed five (5) full years of employment in the District shall become eligible for fifteen (15) days of vacation in each fiscal year effective at the beginning of the next fiscal year.
3. Personnel who have completed ten (10) full years of employment in the District shall become eligible for twenty (20) days of vacation in each fiscal year effective at the beginning of the next fiscal year.

C. Requests for Vacation

1. July – August Vacations.
 1. Each employee will submit a vacation request to his/her immediate supervisor prior to May 1st for vacation days in excess of 3 days to be taken in July and August. Such requests shall, absent exigent circumstances, be responded to within 1 week of the May 1st deadline. Preference shall be given on the basis of seniority to employees who have submitted their vacation requests by May 1st in the event that it is determined that too many employees have requested vacation days at the same time. .
2. September - June Vacations.
 1. Vacation requests must be submitted at least two weeks in advance for vacations of two-four consecutive days during times when school is in session.

2. Vacation requests must be submitted at least three weeks in advance for vacations of one – two weeks during times when school is not in session.
3. Requests for vacation for five or more consecutive days during times when school is in session, longer than two weeks when school is not in session, and/or for the week proceeding Graduation will be denied unless special circumstances are approved by the Superintendent.
4. The Superintendent or designee shall have the right to approve the vacation schedules. Provided that minimum staffing requirements are met, vacation requests will not be unreasonably denied.
5. Employees who have been denied the opportunity to take their allotted vacation time by the end of the fiscal year shall be permitted to carry over such vacation time into the following fiscal year. Unused vacation time shall be scheduled by the employee and his/her Supervisor, and approved by the Superintendent, prior to the end of the fiscal year during which the unused vacation time occurred. Such unused vacation time must be used within six (6) months of the beginning of the new fiscal year.

D. Vacation for Eleven (11) Month Employees

Eleven (11) month employees shall receive a pro-ration (11/12) of the twelve (12) month employees vacation schedule.

E. Vacation Pay Upon Termination

Upon termination of employment, the employee or his/her beneficiaries shall receive the cash value of any accumulated vacation.

Section 3 – Sick Leave

A. Employees shall be entitled to sick leave with pay as follows:

- 10-month employee - sick leave = 10 days
- 11-month employee - sick leave = 11 days
- 12-month employee - sick leave = 12 days

Employees hired on or after 7/1/92 shall be entitled to sick leave accrual of one day for each full month of employment. Commencing with the second year of employment, sick leave accrual will be in accordance with Article IV, Section 3.1.

Hourly employees, i.e. Cafeteria employees and part-time Bus Drivers shall be entitled to pro-rated sick leave with pay based upon the number of hours regularly worked by said employee.

B. Accumulation

Employees may accumulate unlimited sick leave credits. Except as set forth in Article V, Section 1.C, employees shall, upon separation, employees shall be paid for all accrued sick leave in excess of 165 days at ½ of their regular rate of pay.

Hourly employees shall be entitled to pro-rated sick leave with pay based upon the number of hours worked by said employee.

Credit for sick leave will be computed by October 1 by multiplying the number of hours worked daily times the number of days to be worked during the fiscal year (see Article III, section 1C).

Employees shall be entitled to up to a maximum of five (15) days for illness in the immediate family. This shall not be in addition to the sick days listed above.

Unused personal leave (Article 6, section 2) shall be credited to accumulated sick leave credit. Personal leave for hourly employees shall be converted to an hourly basis to be credited to accumulated sick leave.

C. Verifying Certificate

In case of an absence of five (5) consecutive days or longer, the employer may require a certificate from the employee's medical doctor verifying the illness and that the employee is capable of resuming his/her duties. In case of an absence of ten (10) working days or longer an employee returning to duty must provide the employer with a certificate from the school physician or the employee's medical doctor that the employee is capable of resuming his/her duties. Any employee absent for ten (10) consecutive days because of illness shall furnish the employer with a statement from his/her medical doctor certifying to the seriousness of the employee's illness and the probable duration of the absence.

In the event the employee's absence extends beyond the doctor's original estimate, another statement must be given the employer. This procedure as outlined shall continue until the aforementioned return to duty requirement has been met.

D. The employer shall notify all employees of the total amount of accumulated time due for each employee no later than October 1 of each year.

E. Upon the death of an employee, the beneficiary shall be compensated at the rate of \$25.00 per day for each sick leave day accumulated.

- F. Time and Attendance Abuse Control** – The Union and the District agree that sick leave is a benefit intended to provide income protection in the event of personal or family illness and, as such, shall not be abused. Sick leave abuse is defined as the excessive use of or the establishment of a pattern of usage of sick leave accruals in the absence of legitimate illness.

Notwithstanding Article IV Section 3 C (C above) of this contract when, in the judgment of management, the aforementioned conditions exist, the employee shall be notified in writing. The employee may within 10 days, request a conference to discuss the matter with management during which a Union representative may be present. Management may, subsequent to the conference:

1. Require a medical certificate providing a diagnosis, prognosis and duration of absence or each absence within a specified time period and charge the employee with leave without pay for absences not verified by a properly executed doctor's certificate.
2. Institute disciplinary proceedings as appropriate.

The intent of this Time and Attendance Abuse Control provision is corrective. Accordingly, its provisions shall be instituted in a progressive manner. The District and the Union shall meet and confer periodically to monitor the implementation of the policy and insure its application in a non-selective manner.

Section 4 – Personal Leave

- A. Personal Leave** - Employees shall be entitled to personal leave with pay. The number of days of personal leave earned in any fiscal year shall vary with the length of work year as follows:

Ten (10) month and eleven (11) month employees shall be entitled to three (3) days leave. Twelve (12) month employees shall be entitled to four (4) days leave.

B. Limitation

Personal leave days are not to be used immediately before or after holidays or other days off, except in unavoidable situations. Said situations will require approval by the Superintendent. Personal leave may not be used in units of less than one-half ($\frac{1}{2}$) day.

C. Uses

Personal leave is to be utilized for unavoidable reasons that necessitate the employee's absence from school duties. Such reasons may include:

1. Extraordinary weather conditions when intent and effort have been shown.

2. Court appearance or signing legal document.
3. Personal or family business appointments.
4. Marriage
5. Appointment with doctor for employee or a member of his/her immediate family.
6. Other extraordinary requests.

Section 5 – Bereavement Leave

Five (5) days leave with pay shall be granted for each death in the employee's immediate family to include wife, husband, father, mother, son, daughter, brothers and sisters. Three (3) days leave with pay shall be granted for each death in the employee's family including grandmother, grandfather, mother-in-law, father-in-law, grandchildren, aunt, uncle, brother-in-law, sister-in-law and any person who resides in the household of the employee.

Section 6 – Child Care Leave

- A. An employee shall submit a request for child care leave of absence at a reasonable time following medical determination of pregnancy, but not later than the fifth (5) month of pregnancy. The request shall include:
 - a. The estimated time of delivery
 - b. Approximate date of leave
- B. Child care shall not exceed two (2) years from the September prior to the initiation of the leave or less than three (3) months beyond the birth of the child, without consent of the employee's physician.
- C. The employee shall advise the Board three (3) months prior to his/her intention of returning to her regular position.
- D. Child care leave shall apply to any employee adopting a child under the age of three (3).
- E. In cases of interrupted pregnancy, still birth or the death of the child, the employee may be reinstated thirty (30) days after submitting an application for said reinstatement with a physician's certificate.

Section 7 – Jury Duty Leave

Employees will be given leave for jury duty and shall be paid at regular salary, less jury pay.

Section 8 – Union Leave

The Employer shall grant to the Union President or delegates and/or their designated representative(s) a reasonable amount of time off, not to exceed a total of five (5) days leave of absence with pay for the unit to attend conferences, delegate meetings, educational workshops and other official statewide functions of the Civil Service Employees Association, Inc. In conjunction with this section, employees so designated shall be allowed reasonable travel time to and from the meeting location.

Section 9 – Emergency Leave

For individuals who do not have available contractual leave, the Superintendent may, in his or her discretion, in cases of emergency, grant a unit member an emergency leave day with pay, not otherwise chargeable to contractual leave. This provision shall not be subject to the Article VI grievance procedures.

ARTICLE V – PENSION AND INSURANCE

Section 1 – Pension and Options

A. Retirement Plan

1. Effective July 1, 1975 the Employer will adopt and provide the non-contributory “20 Year Career” Retirement Plan (section 75-I) of the New York State Retirement Plan and Social Security Law.

- B.** The Employer will continue to provide coverage as provided by Section 60B of the New York State Retirement System.

C. Conversion of Unused Sick Leave

The Employer will continue to provide non-contributory coverage of converting, at retirement, the employee’s unused sick leave credits to be applied as additional retirement service credit as provided by (section 41j) of the New York State Retirement System.

D. Retirement Incentive

Retirement incentive will be made available to employees eligible for retirement who provide advanced notice of their retirement to the Employer.

To receive a full retirement incentive, an employee shall notify the Employer, in writing, of his/her or her intention to retire a minimum of two years prior to the retirement date.

Upon receipt of such notice, the Employer will add 6% to the employee's base salary for the first year and 11% to the employee's base salary for the second year preceding date of retirement.

To receive a partial retirement benefit, the employee shall notify the Employer, in writing, a minimum of one year prior to the retirement date. Upon receipt of such notice, the Employer will add 11% to the employee's base salary for the one year preceding the date of retirement.

Notice shall be given in good faith and shall be considered binding and irrevocable by both parties.

New employees hired on or after July 1, 1989 shall be entitled to this retirement incentive provided they are eligible for retirement, have completed ten (10) years or more of service to the District, and provide notice of their retirement to the Employer in accordance with the above provisions.

Section 2 – Insurance

A. Health Insurance

1. The Board of Education shall provide health insurance through the Putnam/Northern Westchester Health Insurance Plan. It is understood and agreed that the District may change health insurance carriers upon the mutual consent of the parties which shall not be unreasonably withheld. It is understood that the benefits of the new plan shall be substantially equivalent to the plan benefits in existence at the time of the withdrawal from the Putnam/Northern Westchester Health Insurance Plan.
2. Health insurance will be provided to those employees hired after July 1, 1986 through June 30, 2011 who work more than 25 hours per week. However, employees hired during this time period who were not working more than 25 hours a week as of June 30, 2011 must work more than 29 hours per week in order to be eligible for health insurance.

Health insurance will be provided to those new employees hired on or after July 1, 2011 who work more than 29 hours per week.

3. Employees hired on or after July 1, 1989 through June 30, 2011 shall contribute by payroll deduction 20% of the difference in premium between the cost of individual and dependent coverage for health insurance. This contribution shall continue for a period of five (5) years from the date upon which the employee begins to receive dependent coverage. For purposes of this provision, an employee shall be treated as receiving dependent coverage if they have received a shared savings payment for waiving family coverage during such years, provided that they have not received district sponsored individual health insurance. After the employee has contributed to dependent coverage for a five-year period as provided herein, the District shall provide coverage equivalent to that received by employees hired prior to 7/1/89.

Unit members hired on or after 7/1/11 shall contribute 10% to the individual or family health insurance premium, as appropriate. Effective July 1, 2016, unit members hired on or after 7/1/16 shall contribute 12.5% of the individual or family health insurance premium, as appropriate.

All members of the bargaining unit hired prior to 7/1/11 who are not contributing 20% of the health insurance premium will be required to contribute as follows for health insurance:

Effective July 1, 2019	4%
Effective July 1, 2020	5%
Effective July 1, 2021	6%

4. In cases where both spouses are employed by the District, only one employee will be entitled to family coverage.
5. Members of the bargaining unit shall have access to the District IRS 125 Plan to the extent permitted by law.
6. Unit members who regularly work a minimum of 20 hours per week who are not otherwise eligible for District-sponsored health insurance under the terms of this agreement shall be offered District-sponsored individual or family health insurance through a plan selected by the District with an employee premium contribution of 100%. Such employees shall not be eligible to participate in any shared savings plans otherwise provided for in this agreement.

B. Shared Savings Plan

At the employee's option, any unit member may reduce medical insurance by completing an appropriate form furnished by the District. For unit members

participating in the shared savings as of 6/30/11, the payment as of 1/1/12 and thereafter shall be as follows:

1. Waiving family health insurance
(for the five-year period described
in Article V, Section 2.A.3) - \$5,593
2. Waiving family health insurance
(after the five-year period described
in Article V, Section 2.A.3) - \$6,202
3. Waiving family health insurance,
receiving individual health insurance - \$3,661
4. Waiving individual health insurance - \$2,388

Effective July 1, 2011, the following payments shall apply for unit members not participating in shared savings as of 6/30/11: any unit member waiving individual coverage shall receive a payment of \$2,300; any unit member waiving family coverage shall receive a payment of \$5,000; any unit member changing from family to individual coverage shall receive a payment of \$3,000.

Employees electing to reduce their coverage must do so by February 1st of each year with the provision of this section taking effect on July 1st. Payment of the employee share begins with first half-payment on October 5th and second half-payment on April 15th. Full coverage may be reinstated by notifying the District in writing no later than February 1st. Reinstatement shall take place on July 1st. The District shall waive the February 1st notification date if the employee's status changes drastically so to cause severe hardship as a result of the employee's election to reduce coverage. Such circumstances are limited to death of a spouse, loss of a spouse's employment, divorce, or loss of spouse's insurance coverage.

C. Dental and Optical Insurance

1. The Employer agrees to continue to provide full contributions to the CSEA Employee Benefit Fund Composite Dutchess Family Dental Plan. The above payments shall be payable on the 1st day of each month.

The above dental insurance will be provided to those employees hired after July 1, 1986 through June 30, 2011 who work more than 25 hours per week. Unit members in the District's employment as of June 30, 2011 who do not receive health insurance or shared savings as of that date must regularly work more than 29 hours in order to be eligible for health insurance. However, employees hired during this time period who were not working more than 25 hours a week as of June 30, 2011 must work more than 29 hours per week in order to be eligible for dental insurance.

The above dental insurance will be provided to those new employees hired on or after July 1, 2011 who work more than 29 hours per week.

2. The Employer will provide fully paid Platinum 12 Family Vision Plan.

D. Disability Insurance

The Employer agrees to provide NYS Disability Insurance coverage, or equivalent coverage, to each member of the bargaining unit.

E. Worker's Compensation

In the case of absence due to injuries received while employed by the Board of Education and when injury has been reported and accepted as covered by the school district's compensation insurance carrier, the employee shall continue to receive full pay for up to 30 calendar days from the date of the reported injury, if needed. Any payments from the compensation insurance carrier to the employees for these days shall be paid to the district by the employee.

F. Insurance at Retirement

The District contribution toward the applicable health insurance premium shall be as follows, based on length of service in the Haldane Central School District:

For employees hired on or before June 30, 2011:

10 years	– 50% of premium
11 years	– 50% of premium
12 years	– 50 % of premium
13 years	– 50% of premium
14 years	– 50% of premium
15 years	– 95% of premium
20 years	– 100% of premium

For employees hired on or after July 1, 2011, the District contribution toward the applicable health insurance premium shall be as follows, based on length of service in the Haldane Central School District:

15-19 years	75% of premium
20-29 years	85% of premium
30 or more years	90% of premium

Notwithstanding the above, in order to be eligible for retiree health insurance, an otherwise eligible employee hired on or after July 1, 1989 through June 30, 2011 must contribute 20% of the difference in premium between the cost of individual and

dependent coverage for a period of five years. Employees hired on or after July 1, 2011 must contribute 10% of their individual or family premiums for a period of five years. Employees hired on or after July 1, 2016 must contribute 12.5% of their individual or family premiums for a period of five years.

ARTICLE VI – GRIEVANCE PROCEDURE

The grievance procedure for the processing of grievances concerning the interpretation or application of the terms of this Agreement, shall be processed in accordance with the procedure as listed below.

Section 1 – President’s Rights

The President of the Unit may, by appointment, interview his/her employer during the working day for a reasonable amount of time for the purposes of presenting grievances and/or administering the terms of this Agreement. The Unit President or his/her designee shall be allowed a reasonable amount of time for arbitration during the workday without charge to accumulated leave credits.

Section 2 – Procedure

- A. Any grievance suffered through alleged violations of this contract shall be grieved through the President of the Unit.
- B. A grievance shall follow the following steps:
 - 1. The grieved person shall notify the President of the Unit within thirty (30) days of the alleged violation or within (30) days of becoming aware of the alleged violation.
 - 2. Informal or Oral Stage: The aggrieved employee and/or Unit President shall orally present the grievance to the employee’s immediate supervisor within five (5) days for oral and informal discussion. The immediate supervisor shall render his/her determination to the grieved employee within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage(s).
 - 3. The grieved employee and the President of the Unit, his/her representative(s), shall meet with the Superintendent within five (5) working days of the notification of alleged violation. The grieved person shall have the right to have any other staff member or his/her witness or witnesses.
 - 4. The grieved person shall be notified in writing within five (5) working days of the end of his/her meeting with the Superintendent of the decision of the

Superintendent. The Board of Education and the Unit shall also receive a copy of the written decision.

5. If no satisfaction is gained through the above procedures, then an appeal may be filed within ten (10) days to the Board of Education.
6. The procedure will be the same as in sub-section 3 above, except that the term "Board of Education" shall be substituted for term "Superintendent."

The Board of Education, or a sub-committee thereof, shall have ten (10) working days to hear the grievance. A Decision on such grievance shall be rendered within ten (10) days after the Board of Education or Board sub-committee hears the grievance.

7. The Board shall notify the grieved person in writing within five (5) working days of its decision in the matter. The Superintendent and the Association will receive a written copy of the decision.
 8. Final appeal shall be by way of binding arbitration pursuant to Voluntary Labor Arbitration Rules of the American Arbitration Association:
 - a. Demands for arbitration must be filed within ten (10) school days after the receipt of the decision of the Board or fifteen (15) school days have elapsed from the date such decision was due and no decision has been forthcoming.
 - b. The costs and expenses of the arbitrator shall be shared equally by the Employer and the Union.
 - c. All costs incurred in preparing and presenting the arbitration including witness costs shall be borne by the parties incurring them.
 - d. The arbitrator submitted by the American Arbitration Association shall be limited to those arbitrators regularly servicing on its voluntary Labor Arbitration Panel.
-
- e. No grievance may be brought to Arbitration except by the Union.
 - f. The arbitrator shall be without power or authority to alter or change any provision of this Agreement or add thereto, nor may the arbitrator make any recommendation which required the commission of an act prohibited by law or which violates the terms of this Agreement.
 9. Nothing herein shall prevent an aggrieved employee from carrying his/her grievance through the court systems of New York State and/or the United

States of America if he/she is not satisfied with the outcome of these procedures.

10. The time limits expressed herein shall be strictly adhered to. If the employee fails to adhere to the time limits stated herein, the grievance shall be deemed to be waived. Nothing herein shall prevent the parties from mutually agreeing to extend the time limits provided for processing a grievance at any step in the procedure.

ARTICLE VII – GENERAL PROVISIONS

Section 1 – Rights of Employees

A. Union Membership

Any employee covered by this provision of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the Employer.

B. Union Activity

Employees may join and take an active role in the activities of the Union without fear or any kind of reprisals from the Employer or its agents.

C. Employee Representation

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in the grievance or appeal proceeding with the exception that the Union must be informed immediately of any decision surrounding the case.

D. Access to Employees Own Personnel File

The Employee shall have the right to see his/her personnel file at any time upon request and shall have the right to reply to anything that has been written and put in the file.

E. Seniority

Employee's seniority shall commence on the first date of continuous employment.

F. Promotions

All promotional opportunities within the confines of the Union work area and staff opening will be posted on the school and Union bulletin board at least ten (10) days

before notices of such opportunities are announced to the general public. These employees who apply shall be interviewed to determine their abilities and qualifications for the promotional positions. The senior qualified employee applying for a position shall be given consideration for that position.

Section 2 – Union Business

A. Right of Representation

1. When requested by an employee, the Unit President or his/her designated representative may assist in the presentation of an alleged grievance.
2. If an employee elects to present his/her own grievance without the assistance of the Union, representative of the Union shall be granted time to attend these meetings which may be held to decide the issue, should they be held during the working hours.

B. Bulletin Boards

The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly; the number, size and location to be decided jointly by the appropriate employer representative and the Union. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices and for any and all matters relative to Union business.

C. Visitation Rights

The CSEA Labor Relations Specialist, Unit President, and Vice President shall have the right to meet during working hours for purposes of administering this Agreement, with prior notification and approval of the Superintendent.

Section 3 – Job Security

A. Probation

All non-competitive and labor class employees shall serve probationary periods of required by Putnam County Civil Service Rules. Such employees shall be accorded the same rights as competitive employees under the provisions of Section 75 of the Civil Service Law once they have completed 18 months of continuous service with the District in such non-competitive or labor class position.

B. Layoffs

Layoffs and reductions in work force shall be according to Section 80, 80a and 81 of the New York State Civil Service Law. The Employer agrees that all temporary casual, per diem, provisional and probationary employees shall be terminated first before any permanent employee is put on lay-off.

C. Contracting of Work

Work usually performed by employees in the bargaining unit will not be contracted out if it will result in loss of position to the employees covered by this agreement.

D. The District will use certified drivers.

Section 4 - Certification of Bus Drivers

A. Physical Examinations:

Drivers will be required to pass a DOT physical with a school approved doctor.

B. Drivers will meet all SED, DOT and 19a requirements.

C. Certification of Bus Drivers – Employees shall remain on payroll during the certification process. If it is determined that an employee is no longer certified to drive a bus, the School District shall make every effort to place said employee in a position should a vacancy exist.

D. Discipline of Bus Drivers shall be according to Section 75 of New York State Civil Service Law.

E. Out-of-Title Work

An employee required to perform out-of-title work for more than fifteen (15) consecutive days shall be compensated at the rate of the higher classification for the work so performed, retroactive to the first day.

F. Use of Volunteers

The District may use volunteers for one-time maintenance projects such as the development or improvement of athletic/recreation facilities, painting of classrooms, use of kitchen, the maintenance of athletic fields for outside use and/or a spring and fall cleanup (indoor and outdoor). However, the parties recognize that such work shall continue to be considered exclusive bargaining

unit work. Further, the use of such volunteers shall not result in the loss of positions or the reduction of regularly scheduled hours of unit members.

Section 5 – Labor Management Committee

- A. A joint Labor/Management Committee is hereby established. The purpose of this Committee is to discuss and attempt to resolve matters of mutual concern pertaining to labor/management relations between the Board of Education and the CSEA.
- B. The Committee shall be comprised of four (4) members chosen annually and mutually agreed upon by the Board and the CSEA.
- C. The agenda for each meeting shall be mutually agreed upon by the members of the Committee in advance of the actual meeting.
- D. The Committee shall meet regularly during the school year. Meeting dates and times shall be agreed to mutually in advance of each meeting. If possible, the parties will schedule some meetings during mutually agreed to free time during school hours.

Section 6 – Performance Evaluations

Each unit member shall be evaluated annually using criteria established by the district and using a mutually agreed upon evaluation instrument. Each such annual evaluation shall include an overall summative assessment of “Satisfactory” or “Unsatisfactory.”

ARTICLE VIII – CONFORMITY WITH LAW AND PRACTICE

Section 1 – No Discrimination

The Employer and the Union realize they have a responsibility to promote and provide equal opportunities for employment and as such, it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

Section 2 – No Strike Provision

The Union affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

Section 3 – Past Practice

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this contract.

Section 4 – Savings Clause

- A. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.
- B. If determination or decision is made in accordance with paragraph (1) of this Section, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

Section 5 – Mandated Provision of the Law

Legislative Action – Notice, as provided by Section 204-A of the Civil Service Law as amended:

“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.”

Section 6 – Management Rights Clause

The provisions of this Agreement shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this Agreement or past practice as defined in Article X – Section 3.

Section 7 – Management Rights Clause

It shall be the prerogative of the District to adopt new policies not affecting or changing any matter contained in this Agreement and nothing herein shall be construed to restrain the District in full and absolute management of its affairs except as modified by this Agreement.

ARTICLE IX – DURATION

This agreement shall become effective on July 1, 2019 and shall continue in full force and effect until June 30, 2022.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representative this __ day of _____, 20__.

FOR CSEA


Unit President, CSEA


Vice President, CSEA


Labor Relations Specialist

FOR THE EMPLOYER


President, Board of Education


Trustee, Board of Education


Superintendent of Schools


School Business Manager

APPENDIX "A"

CSEA SALARY SCHEDULES

		July 1, 2019 2019-20	July 1, 2020 2020-21	July 1, 2021 2021-22
	Step	hourly rate	hourly rate	hourly rate
Teacher Aide Attendance Aide	1	14.74	15.03	15.33
	2	15.47	15.78	16.10
	3	16.21	16.53	16.86
	4	17.02	17.36	17.71
	5	17.83	18.19	18.55
	6	18.74	19.11	19.49
	7	19.64	20.03	20.43
	8	20.58	21.00	21.42
	9	21.53	21.96	22.40
Office Aide	1	14.58	14.87	15.16
	2	15.31	15.62	15.93
	3	16.03	16.36	16.68
	4	16.84	17.18	17.52
	5	17.64	17.99	18.35
	6	18.53	18.90	19.28
	7	19.42	19.81	20.21
	8	20.34	20.75	21.16
	9	21.31	21.73	22.17
Cleaner Custodian Typist/Office Assistant	1	18.77	19.14	19.53
	2	19.70	20.09	20.49
	3	20.69	21.10	21.52
	4	21.69	22.12	22.56
	5	22.76	23.21	23.68
	6	23.86	24.33	24.82
	7	25.04	25.54	26.05
	8	26.28	26.80	27.34

APPENDIX "A"

CSEA SALARY SCHEDULES

		July 1, 2019 2019-20	July 1, 2020 2020-21	July 1, 2021 2021-22
	Step	hourly rate	hourly rate	hourly rate
Groundsman/Cleaner Maintenance Helper	1	20.08	20.49	20.90
	2	21.02	21.44	21.87
	3	22.01	22.45	22.90
	4	23.00	23.46	23.93
	5	24.07	24.55	25.04
	6	25.18	25.69	26.20
	7	26.37	26.89	27.43
	8	27.60	28.15	28.72
Cleaner/Driver Account Clerk Stenographer Sr Typist/Sr Office Assistant Asst Mechanic/Driver LPN AccountClerk/Typist	1	19.84	20.24	20.64
	2	20.83	21.24	21.67
	3	21.87	22.31	22.75
	4	22.94	23.40	23.87
	5	24.02	24.50	24.99
	6	25.23	25.73	26.24
	7	26.42	26.95	27.49
	8	27.56	28.11	28.67
Payroll/Benefits 12 month	1	24.91	25.41	25.91
	2	26.00	26.52	27.05
	3	27.35	27.89	28.45
	4	28.94	29.52	30.11
	5	30.24	30.85	31.46
	6	31.17	31.79	32.43
	7	33.05	33.71	34.38

APPENDIX "A"

CSEA SALARY SCHEDULES

		July 1, 2019 2019-20	July 1, 2020 2020-21	July 1, 2021 2021-22
	Step	hourly rate	hourly rate	hourly rate
Auto Mechanics w/o CDL Dispatcher Maintenance w/o CDL Maint Helper/Driver	1	21.11	21.54	21.97
	2	22.15	22.60	23.05
	3	23.21	23.67	24.14
	4	24.40	24.89	25.38
	5	25.56	26.07	26.59
	6	26.85	27.38	27.93
	7	28.16	28.73	29.30
	8	28.86	29.43	30.02
Auto Mechanics w/CDL Maintenance w/CDL	1	22.08	22.52	22.98
	2	23.12	23.59	24.06
	3	24.18	24.67	25.16
	4	25.47	25.98	26.50
	5	26.53	27.06	27.60
	6	27.80	28.35	28.92
	7	29.12	29.70	30.30
	8	29.84	30.43	31.04
Bldg Maint Mechanic w/CDL	1	25.43	25.94	26.46
	2	26.48	27.01	27.55
	3	27.54	28.09	28.65
	4	28.83	29.40	29.99
	5	29.89	30.48	31.09
	6	31.15	31.77	32.41
	7	32.48	33.13	33.79
	8	33.19	33.85	34.53
Nurse Athletic Trainer	1	31.16	31.78	32.42
	2	32.48	33.13	33.79
	3	33.93	34.60	35.30
	4	35.41	36.12	36.85
	5	37.02	37.76	38.51
	6	38.74	39.51	40.30
	7	40.43	41.24	42.07
	8	42.25	43.09	43.96

APPENDIX "A"

CSEA SALARY SCHEDULES

		July 1, 2019 2019-20	July 1, 2020 2020-21	July 1, 2021 2021-22
	Step	hourly rate	hourly rate	hourly rate
Bus Monitor	1	14.74	15.03	15.33
	2	15.47	15.78	16.10
	3	16.21	16.53	16.86
	4	17.02	17.36	17.71
	5	17.83	18.19	18.55
	6	18.74	19.11	19.49
	7	19.64	20.03	20.43
	8	20.58	21.00	21.42
	9	21.53	21.96	22.40
Bus Driver	1	22.27	22.71	23.17
	2	23.37	23.84	24.31
	3	24.50	24.99	25.49
	4	25.72	26.24	26.76
	5	26.98	27.52	28.07
	6	27.22	27.77	28.32
Station Wagon Driver	1	21.35	21.78	22.21
	2	22.37	22.82	23.27
	3	23.47	23.94	24.42
	4	24.64	25.14	25.64
	5	25.85	26.36	26.89
	6	26.10	26.62	27.16
Cashier	1	14.78	15.08	15.38
Dishwasher	2	15.19	15.49	15.80
Server	3	15.73	16.04	16.36
	4	16.37	16.70	17.03
	5	16.94	17.28	17.63

APPENDIX "A"

CSEA SALARY SCHEDULES

		July 1, 2019 2019-20	July 1, 2020 2020-21	July 1, 2021 2021-22
	Step	hourly rate	hourly rate	hourly rate
Head Cook/Business	1	20.53	20.94	21.36
	2	21.52	21.95	22.39
	3	22.61	23.07	23.53
	4	23.71	24.18	24.66
	5	24.88	25.38	25.88
	6	25.59	26.10	26.63
Head Cook	1	16.42	16.75	17.09
	2	17.24	17.58	17.93
	3	18.10	18.46	18.83
	4	18.98	19.36	19.75
	5	19.89	20.29	20.69
	6	20.45	20.86	21.28
Head Cleaner Stipend		6,000.00	6,000.00	6,000.00

