

AGREEMENT

By and between the
**MOUNT VERNON CITY SCHOOL
DISTRICT**



and

CSEA Local 1000 AFSCME, AFL-CIO



**Mt. Vernon CSD Unit
Westchester County Local 860**

July 1, 2014 – June 30, 2018

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PREAMBLE

The Board of Education, City School District of the City of Mt. Vernon, New York, hereinafter referred to as the “Board” and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, Westchester Local 860, Mt. Vernon School Unit, hereinafter referred to as the “Union”, recognize the importance of the schools as an agency for the preservation and extension of democracy and the common goal of providing the best possible schools for all children.

The Board and the Union wish to declare their mutual interest to work together toward the achievement of education excellence in the Mt. Vernon City School System.

It is hoped that their joint effort will contribute in significant measure to the advancement of public education in the City of Mt. Vernon.

ARTICLE I – RECOGNITION

- A.** The Board recognizes the Union as the sole and exclusive bargaining representative for all Civil Service Employees of the City School District of the City of Mt. Vernon for the term of this agreement excluding all monitors, per diem employees and the staff in the following positions.

Counsel to the Board	Dentist
Clerk of the Board	Secretary to the Superintendent of Schools
Treasurer	Superintendent of Bldgs. and Grounds
Auditor	Stenographer-assigned to Board of Education
Chief Medical Inspector	Director of Communications
Data Processing Supervisor	Director of Safety
Director of Facilities	Director of Operations
Director of Food Services	Personnel Associates assigned to work in Central Office (maximum of 3)

- B.** The Board agrees not to negotiate with any other organization or individual other than the aforementioned for the duration of the Agreement.

PER DIEM EMPLOYEES

- C.** The CSEA Mt. Vernon City School District Unit and the Mt. Vernon City School District shall follow the arbitrator’s award concerning the definition of per diem employees and if applicable, other related provisions that are included in said award.

ARTICLE II – DUES DEDUCTIONS

A. Dues Deductions

The Board agrees that the Union shall have the exclusive payroll deductions of membership dues, insurance premiums and PEOPLE contributions for employees who are members of the Union and no other employee association involved in bargaining collectively for its members under the New York State Relations Act shall have any payroll deduction privilege during the period of this Agreement.

B. Dues Transmittal

Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted monthly to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

C. Deduction Continuance

Deductions authorized by any employee shall continue as authorized unless or until said employee notifies the Board of a desire to discontinue or to change authorization in writing.

D. Notification of Discontinuance

Notification of Discontinuance of deductions shall be in writing and signed by the employee and submitted to the Board in triplicate. One copy shall be retained by the Board, one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 and one copy shall be forwarded to the Westchester Local 860, CSEA, 595 W. Hartsdale Avenue, White Plains, New York 10607.

E. Responsibility of Funds Deducted

The Civil Service Employees Association, Inc., assumes full responsibility for the disposition of the funds so deducted once they are turned over.

F. Agency Shop Fee Deduction

The Civil Service Employees Association, Inc., having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, in an amount equivalent to the membership dues levied by the Civil Service Employees Association, Inc. The District shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing showing:

- (1) AGENCY SHOP FEE PAYOR NAME
- (2) SOCIAL SECURITY NUMBER
- (3) DOLLAR AMOUNT DEDUCTED FOR AGENCY SHOP FEES
- (4) HOME ADDRESS
- (5) ANNUAL SALARY

(6) JOB TITLE

A separate check made payable to CSEA, Inc., covering the agency shop fee deductions along with the listing will be forwarded at the close of each pay period to the:

Civil Service Employees Association, Inc.
143 Washington Avenue
Albany, NY 12210

Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the District to commence membership dues deductions.

ARTICLE III – BOARD-UNION RELATIONSHIPS

SECTION 1 - MUTUAL OBLIGATIONS

A. Agreement Stability

1. Neither the Board nor Union, members, representatives, agents, or committees shall engage in subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.
2. Upon ratification of this Agreement, it shall be the obligation of the Board and the Union to loyally support this Agreement, and to confine any adverse comments or criticisms to official meetings of their respective bodies.

B. Non-Discrimination

1. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its officers or agents, against any employee because of any lawful activity on behalf of the Union, or because of membership in the Union, and the Union, its members, officers, agents, shall not coerce into membership in the Union in an unlawful manner.
2. The Board and the Union shall so administer their obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or marital status.

SECTION 2 - BOARD'S OBLIGATIONS

A. Vacancies and Promotions

1. Whenever vacancies including any long term out-of-title assignments in the School District shall occur, written notice of such vacancies will be given to the President of the Unit. If more than one person applies for the same position, selection shall be based on seniority and qualifications. Seniority will be an important consideration. The Board shall supply a seniority list of all employees covered herein.

2. All competitive civil service positions shall be filled by competitive tests. All promotions shall be made within the job classification by promotional competitive tests in accordance with the regulations of the New York State Civil Service Commission. Anything contained in this subdivision B, the contrary notwithstanding, such tests may be given in any manner prescribed by the New York State Civil Service Commission.

B. Job Description

Job descriptions and specifications for each title shall be set forth with clear lines of responsibility as presently established and registered with the Civil Service Commission and shall not be subject to change without formal hearings of the employees' bargaining representative.

Whenever it becomes necessary to create new titles or classifications within the District applicable to this Unit, salaries and grades for such titles or classifications shall be negotiated with CSEA before such titles or classifications receive final Board approval.

C. Negotiation Information

The Board agrees to make available to the Union, upon its reasonable request, any and all available non-confidential information, statistics and records relevant to negotiation.

D. Copies of the Agreement

The Board agrees to furnish each new employee and all present employees with a copy of this Agreement.

E. Labor/Management Committee

There shall be established a labor management committee consisting of two (2) representatives of the Union and two (2) representatives of the School District who shall meet once every other month to discuss and attempt to resolve items of concern to either party.

Additional meetings may be scheduled by either party.

F. Salary and Sick Leave Statement

The Board shall make available by September 1st of each year to each employee, a statement showing salary step and total number of paid sick leave days accumulated.

G. Summer Work Opportunity

Summer work shall be offered to qualified ten (10) month employees, before it is offered to per diem employees.

H. Compliance with Law

The District agrees to abide by applicable provisions of New York State Civil Service Law as well as the rules and regulations of the Mount Vernon Civil Service Commission.

SECTION 3 - UNION'S OBLIGATIONS

The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the work schedule; therefore, the Union agrees that it will not instigate, encourage or support a strike, work stoppage or other concerted refusal to work on a system-wide or lesser level during the life of this Agreement.

SECTION 4 - BOARD'S RIGHT

A. General Rights

It is reserved exclusively to the Board all responsibility and powers vested in it by the laws and constitutions of the State of New York and the United States and by the charter of the City of Mt. Vernon excepting where limited by the provisions of this Agreement.

It is further agreed that the Board retains the right to manage the City School District of Mt. Vernon and supervise its civil service staff, including (for example only) the right to establish and enforce rules and personnel policies relating to the duties and responsibilities of civil service employees and of their working conditions which are not inconsistent with this Agreement.

B. Drug Testing

Effective October 1, 2013, upon the establishment of reasonable suspicion that a Union employee is under the influence of alcohol or drugs while at work, the District shall have the right to require an employee to submit to testing for the presence of alcohol or drugs in the breath, blood urine or saliva of that Union Employee. Such testing shall be conducted consistent with the testing protocols established by the Department of Transportation for those employees who are permitted / required to be tested pursuant to applicable law. The failure of the employee to submit to such a test when directed shall serve as the basis for discipline.

The District and Union agree to form a labor-management committee for the express purpose of establishing a written testing protocol, but such committee shall not in any way be authorized to limit the grant of authority set forth herein.

SECTION 5 - UNION RIGHTS

A. Representation Rights

Duly authorized representatives of the Union shall be permitted to transact official Union business directly related to the administration of this Agreement on the school property during the work day but at a reasonable time and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such representatives as school employees.

The Unit President shall be allowed ten (10) hours per week and the grievance chairperson (appointed by the Unit President) shall be allowed ten (10) hours per week to conduct union business. In addition, the Unit President, when conducting Union business, must notify the Superintendent of Buildings and Grounds (or equivalent title) and sign in and out at the school he/she is visiting.

It is understood that such time allowed shall not be cumulative.

B. Authorized Representatives

1. The Union shall certify to the Board the names of its authorized representatives and the staff Labor Relations Specialist in the area in which their representation is effective. Should such representatives not be available at a time when their services are required, an alternate may be named.
2. When a Union representative meets with a Board representative during the work day, such meeting shall be without loss of pay.
3. The Union shall be involved in apprising new employees of the benefits available to them, as types of Medical Insurance, Life Insurance, Dental Insurance, etc.

C. Reclassification

When an employee appears to be incorrectly classified under a job title, the employee may request a re-evaluation of the job duties to determine whether or not the job is correctly classified with a view to making the employee's salary and job title apply more directly to the duties performed. Such change, if any, shall be done in conjunction with the Union as a bargaining agent.

D. Bulletin Board Rights

The Union shall have the right to post notices and other communications dealing with proper and legitimate Union business, on bulletin boards maintained on the premises and the facilities of the employer, reserved at an accessible place.

E. Personnel File

1. An employee shall have the right, upon request, in writing, to review the employee's own personal folder, except for confidential material.

2. No complaint or report, adverse or derogatory, to an employee shall be retained in the employee's personnel file unless the employee has had an opportunity to read same, sign the document(s) and if desired, to provide a response to be filed and to be attached therewith.
3. Failure to notify an employee that adverse or derogatory material has been placed in his/her personnel file shall cause the same to be immediately removed upon finding.
4. Upon request to the District employees will be permitted to examine his/her personnel history folder at reasonable intervals and, if desired, an employee may be accompanied by a union representative. An employee may have copies of items therein. An employee will be advised upon making the appointment to review his/her personnel folder what the monetary fee, if any, per page for copies.
5. Factually inaccurate statements may be subject to the grievance procedure.

ARTICLE IV – PREVIOUS PRACTICES

All existing rules, regulations, practices and benefits of the employer not modified by this Agreement will continue in full force and effect, except for newly hired temporary employees hired on or after January 1, 1983, unless such temporary employee is filling a leave of absence. A "temporary employee" shall be defined consistent with Civil Service Law and local civil service rules.

All existing rules, regulations and practices of the District, unless specially changed by this Agreement, shall remain in full force and effect.

ARTICLE V – SENIORITY AND TENURE

SECTION 1 - SENIORITY

A. Seniority List and Priority

1. Seniority will be based as specified in the Civil Service Law. The Board will maintain a current seniority list of its personnel. This list will be used to determine job security and advancement and in any other area where seniority has a bearing on the issue.
2. Seniority shall commence on the date of first hiring on a permanent basis and shall prevail in establishing vacation priorities and involuntary transfers or reassignment, in all instances from the day shift to the night shift, or vice versa. In the case of an involuntary transfer or reassignment of an employee within the district, the needs of the district shall be paramount. Seniority shall be a significant factor.
3. Involuntary Reassignment or Transfer: Shall be made after a meeting between the employee involved and their immediate supervisor, at which time the employee shall be notified of the reason for the reassignment or transfer. The employee involved shall have the right of Union representation for any such meeting. When an employee is transferred to a lesser position, he/she will not be required to serve

a probationary period, provided that he/she has completed a probationary period in their former position.

B. Layoff Procedure and Recall

1. In the event of a layoff or a closing of any department within the School District, such layoff shall occur in the inverse order of first hiring.
2. Layoff in the Non-Competitive and Labor Classes shall follow the same procedure as provided for Competitive Class Employees.
3. Any employee who is recalled to service shall immediately resume credits in seniority, longevity and leave from when he/she was laid off, provided the employee has not previously declined a recall to a position.

SECTION 2 - TENURE

The Board agrees to give job protection rights under Section 75 of the Civil Service Law to all Non-Competitive and Labor Class Employees who have completed the required service as outlined in Appendix F.

ARTICLE VI – WORKDAY, WORKWEEK

A. Buildings and Grounds

1. The work week for buildings and grounds maintenance employees shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday, except that effective on or after January 1, 1982, the Board may hire new employees and assign them to any five (5) consecutive days, Monday through Sunday.
2. Employees hired prior to January 1, 1982, shall not be assigned, but may volunteer to work on the new work shift, Monday through Sunday. Such choice by the employee must be made for a minimum period of three (3) months. Requests to revert back to the regular work week of Monday through Friday must be made in writing to the Superintendent of Buildings and Grounds and at least two (2) weeks prior to the conclusion of the minimum period.

B. Office Personnel

1. The workweek for all office personnel shall consist of thirty-five (35) hours per week, seven (7) hours per day, Monday through Friday.
2. Office personnel work schedules will be 8:00 a.m. to 4:00 p.m. Variations in schedules may be permitted on the recommendation of the principal or department head and approval of the Superintendent of Schools.

C. Cafeteria Personnel

The prevailing daily and weekly work schedule for cafeteria personnel shall be continued as presently practiced.

D. Custodial Staff - Middle Schools

1. For custodial staff only, there shall be an evening/night shift in all District wide Middle Schools. A five (5%) percent differential applies to the entire shift and that all other shifts remain unchanged.
2. The District may adopt a shift at the Longfellow Middle School from 1:00 pm – 10:00 pm., thus replacing the 10:00 am – 7:00 pm shift. It is understood that the five (5%) percent differential applies to the entire shift and that all other shifts remain unchanged.
- 3, Effective July 1, 2013, the District may adopt a shift at the A.B. Davis Middle School from 2:00 pm – 11:00 pm. It is understood that the five (5%) percent differential applies to the entire shift and that all other shifts remain unchanged.

E. Custodial Staff - Elementary Schools

Effective February 12, 2009 the District may adopt a 1:00 pm – 10:00 pm shift at the elementary schools which may be staffed as follows:

The District may assign employees hired after February 12, 2009 by both parties and may also solicit CSEA volunteers to staff this shift. It is understood that the five (5%) percent differential applies to the entire shift and that all other shifts shall remain unchanged.

F. Building Checks

All employees performing building checks on Saturdays, Sundays, and Holidays, as defined herein, shall be compensated at the applicable premium rate of pay, time and one-half, or double time, as provided by Article VII, Section 2D except as provided by Section A. above.

G. Two (2) Training Days

Employees hired after July 1, 2005 shall be required to participate in two (2) training days without pay as scheduled by the District.

H. Unexcused Failure To Report To Work

An unexcused failure to report to work shall constitute a resignation by the employee after a continued absence of five (5) days, unless the employee shall have made a reasonable effort to advise his/her supervisor of his/her inability to report to work by phone or electronic mail. Failure to give the supervisor actual notice of such inability to report, or receipt of such notice by the supervisor after ten (10) days from the first date of absence shall constitute a resignation.

I. LATENESS POLICY (SEE APPENDIX D)

ARTICLE VII – COMPENSATION

SECTION 1 - SALARY SCHEDULES AND ALLOWANCES

A. Salary Schedules

1. Increase the salary schedule according to the following:

2014-15	<i>0.0% + \$50,000 (one-time bonus, not added to base, non-recurring)</i>
2015-16	<i>1.0% (from January 1, 2016-June 30, 2016 without retroactive payment) + \$125,000 (one-time bonus, not added to base, non-recurring)</i>
2016-17	<i>2.0% (effective July 1, 2016)</i>
2017-18	<i>2.0% (effective July 1, 2017)</i>

2. The \$50,000 one-time bonus for the 2014-15 school year shall be distributed among members who were employed since on or before June 30, 2014 and remained on payroll through the execution of the MOA. 10-month members shall receive a prorated bonus amount. Any member that did not work the entire 2014-15 school year and/or who has separated from employment before the execution of the MOA shall not be eligible for this one-time bonus.

The \$125,000 one-time bonus for the 2015-16 school year shall be distributed among members who were employed since on or before June 30, 2015 and remained on payroll through the execution of the MOA. 10-month members shall receive a prorated bonus amount. Any member that did not work the entire 2015-16 school year and/or who has separated from employment before the execution of the MOA shall not be eligible for this one-time bonus.

One-time bonus payment shall be made to eligible members within sixty (60) days of Board approval of the MOA and are not be pensionable.

3. The 1.0% increase in 2015-16 school year shall be added to the schedule without any retroactive payments to members. Overtime performed during the 2015-16 school year shall not be impacted or affected by the increase. The 2.0% increase in the 2016-17 school year shall be added to the scheduled with retroactive payments to members on salary only; overtime performed during the 2016-17 school year prior to the execution of the MOA shall not me impacted or affected by the increase.

The parties herewith acknowledge that anyone who separated from employment prior to September 1, 2016 shall not be eligible for any percentage increases.

B. Reallocation and Reclassification Committee

The joint Labor/Management Committee shall meet to consider the merits of all reallocation and reclassification requests detailed in the Union's demands.

C. Salary Increment Year

Persons employed or promoted prior to January 1st, will be granted an increment on the first July 1st, or afterward will be granted an increment on the second July 1st following.

All employees shall be placed on step eight (8) upon the completion of ten (10) years of continuous service with the school district.

Effective July 1, 2017, step 9 shall be added to the salary schedule for all titles. It shall be equivalent to step 8 plus \$1,000. All employees shall be placed on step nine (9) upon the completion of sixteen (16) years of continuous service with the school district.

SECTION 2 - ALLOWANCE

A. License Fees

License fees for Head Custodians, Custodians and Nurses shall be paid for by the Board of Education.

B. Additional Stipends

Additional stipends must be negotiated with CSEA and when agreed upon by both parties, shall be appended to the salary schedule in Appendix A.

(The Cook Manager annual stipend has been added to Appendix A.

C. Employees Uniform Allowance

Effective July 1, 2005, the District shall provide uniforms to all custodial, groundsmen, messenger, maintenance mechanics and cafeteria employees working twenty (20) hours per week.

D. Gas Allowance

Those employees presently receiving gas allowance for use of their vehicles, shall continue to be compensated at the current rate of seventy-five dollars (\$75.00) per month. Effective July 1, 2013, employee(s) in the title of Assistant Computer Repair and Network Support Technician shall also be entitled to receive the gas allowance.

E. Certification Award

Salary adjustment for office employees who receive certification through the Professional Standards Program of the National Association of Educational Office

Personnel (NAEOP) shall receive one hundred fifty dollars (\$150.00) for each certificate not to exceed nine hundred dollars (\$900.00).

Maintenance employees who receive certification in their particular field in a specific category shall receive one hundred fifty dollars (\$150.00) for each certification.

All copies of each certification shall be verified and a copy kept in the personnel file of each employee.

F. Work Shoe Allowance

Effective July 1, 2005, the District shall provide work shoes to all head custodians, messengers, cleaners, maintenance mechanics and cafeteria employees.

G. Out-of-Title Pay

1. Any employee who works in a title where a higher rate of pay is prescribed and who actually performs the functions and duties of the title, shall, commencing with the sixteenth (16th) day, be placed on the corresponding step of such higher title, retroactive to the first day.
2. Employees required to work out of title in a supervisory classification (Senior or Head Custodian) with a higher rate of pay, will receive the higher rate of pay when assigned by the Superintendent of Schools or his/her designee.
3. Employee shall be provided with written notice of the assignment within a reasonable period of time prior to the commencement of the assignment and on or before the 16th day. In the case of emergencies, the employee may be notified of said assignment verbally, including by phone, but a written directive must be forwarded to the employee the same day as the verbal communication. The written notice of the assignment shall indicate the start and end date of the assignment or that it will continue until further written notice is received by the employee.

H. Hiring Above Minimum Salary Step (For New Hires Only)

1. For existing Civil Service positions as found in the current Collective Bargaining Agreement, the Superintendent of Schools or his/her designee may recommend to the union recruitment at a higher salary step. However, said recommendation cannot exceed Step 3 (three) of any salary step for a given position. Supporting criteria for such recommendation shall be years of experience, degree of education, certification level of skills, licenses, etc.
2. If an agreement can be reached between the union and the district, the district may hire a new employee up to the maximum of Step 3 (three). If no agreement is reached then the entry recruitment level shall be Step 1 (one) of the contractual salary schedule.
3. For the purposes of this agreement, "new hires" shall be defined as (i) first-time unit members, including those who transfer from another non-CSEA unit within

the District or are hired from a per diem or temporary position and/or (ii) a returning unit member who had voluntarily separated from service.

SECTION 3 - OVERTIME

A. Office Employees

Office employees will be paid on the basis of a thirty-five (35) hour week in accordance with the salary schedule in effect. Any time worked beyond the thirty-fifth (35th) hour and up to and including the fortieth (40th) hour in any given week shall be paid at the regular hourly rate of pay. Hours worked beyond forty (40) in any given week will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

B. Building Service Employees

Building service staff employees' normal workweek will be forty (40) hours. Work beyond forty (40) hours in any given week will be paid at the rate of one and one-half (1-1/2) times the hourly rate for each employee.

C. Overtime Defined

Overtime is time worked in any workweek over and above the hours worked in an employee's basic workweek. (For this purpose an unworked holiday as defined in Article VIII shall be considered as a day worked).

D. Holiday Overtime Pay

An employee who works on a holiday shall be paid at the time and one half (1-1/2) rate in addition to the employee's regular pay except that work performed on Easter, Thanksgiving, Christmas and New Year's shall be compensated at double the employee's regular rate of pay, in addition to any regular pay for that day.

E. Overtime Distribution

1. Overtime shall be first offered to the regularly assigned employee in the office of each building or department.
2. Overtime will be distributed as equitably as possible within classification and/or within the same building.
3. Payment for approved overtime worked shall be paid-out within the following two (2) payroll periods in which it was earned.

F. Call Back

Employees called back to work in emergencies, as authorized by the Superintendent of Buildings and Grounds, shall be guaranteed a minimum of three (3) hours pay at straight time to the extent that this time does not overlap with the employee's regularly scheduled workday. However, in the event of unusual circumstances where it would be considered a hardship for the employee to return home (i.e. distance, weather

conditions), the employee may apply to his/her supervisor for overtime at applicable rate.

SECTION 4 - NIGHT SHIFT DIFFERENTIAL

Employees working other than the normal day time shift shall be compensated at five (5%) percent above their regular fixed salary when the major portion of hours worked are between 3:00 p.m. and 12:00 midnight, and then ten (10%) percent above their regular fixed salary when the major portion of hours worked are between 12:00 midnight and 8:00 a.m.

Night Shift Differential shall be defined as applying to employees whose regular scheduled shift is other than the normal daytime shift. Normal daytime shift shall be defined as regularly scheduled shift which ends at or before 3:30 p.m.

Employees regularly scheduled to the normal daytime shift who are required to work after their normal workday shall be paid at the time and one-half overtime rate of pay.

SECTION 5- LONGEVITY

A. Full-Time Employees

1. To each full-time employee who has completed not less than fourteen and one half (14-1/2) years of continuous service as of July 1st for the City School District of the City of Mt. Vernon, there shall be provided an additional longevity payment of one thousand ninety dollars (\$1,090.00).
2. To each full-time employee who has completed not less than nineteen and one-half (19-1/2) years of continuous service as of July 1st for the City School District of the City of Mt. Vernon, there shall be provided an additional longevity payment of six hundred seventy dollars (\$670.00). (For longevity payment not to exceed one thousand seven hundred sixty dollars (\$1,760.00).)
3. To each full-time employee who has completed not less than twenty-four and one-half (24-1/2) years of continuous service as of July 1st for the City School District of the City of Mt. Vernon, there shall be provided an additional longevity payment of six hundred and seventy dollars (\$670.00). (For longevity payment not to exceed two thousand four hundred thirty dollars (\$2,430.00).)

B. Half-Time Employees

Any half time employees on annual salary rate who meet the time requirements as outlined in the paragraphs above, shall be eligible for one-half of the longevity payment outlined above.

C. Ten-Month Employees

1. All ten (10) month employees shall receive five-sixths (5/6ths) of the benefits as outlined in the paragraphs above.

2. All ten (10) month employees, at their discretion can opt to have their annual salary divided into twelve (12) months; annual enrollment and direct deposit are required.

D. Cafeteria Employees

It is agreed that a formula of pro-rated longevity payments will be provided to all part-time cafeteria employees.

E. Payments

All longevity payments shall be divided by the respective employee's total number of paychecks annually and paid through equal installments over those paychecks.

ARTICLE VIII – HOLIDAYS WITH PAY

- A. The holiday schedule for each contract year shall provide for no less than eighteen (18) days.
- B. At the time the school calendar is prepared, the Union will be consulted regarding holidays to be allowed. It is understood that the school calendar must vary from year to year in accordance with the New York State regulations regarding the number of days school must be in session and, therefore, flexibility in scheduling is necessary. It is further understood that the Board will make a good faith effort to increase the number of holidays whenever possible.

ARTICLE IX – VACATION WITH PAY

A. Vacation Allowance

1. The following vacation allowance with pay will apply to all twelve (12) month employees hired before December 5, 2016:
 - a. Ten (10) days after one (1) year of service.
 - b. Fifteen (15) days after two (2) years of service.
 - c. Twenty (20) days after ten (10) years of service.
 - d. Twenty-Five (25) days after twenty (20) years of service. However, employees hired after March 6, 1996 shall not be eligible for this provision.
 - e. For Twelve (12) month employees hired on or after December 5, 2016:
 - i. Eight (8) days of vacation after one (1) year of service.
 - ii. Twelve (12) days of vacation after two (2) years of service.
 - iii. Fifteen (15) days after ten years of service.
- 2 —The following vacation allowance with pay will apply to all ten (10) month employees hired before December 5, 2016:

- a. Eight (8) days of after one (1) year of service.
 - b. Twelve (12) days of vacation after two (2) years of service
 - c. Eighteen (18) days of after ten (10) years of service.
 - d. Twenty-one (21) days of vacation after twenty (20) years of service. However, employees hired after March 6, 1996 shall not be eligible for this provision.
 - e. Ten (10) month employees who transfer to twelve (12) month positions shall retain their accumulated vacation time.
 - f. For ten (10) month employees hired on or after December 5, 2016
 - i. Six (6) days of vacation after one (1) year of service.
 - ii. Ten (10) days of vacation after two (2) years of service.
 - iii. Twelve (12) days after ten years of service.
3. Vacation time for employees serving less than one (1) year will be pro-rated.
4. All vacation allowance shall be based on the following:
- Employees hired prior to January 1st shall be eligible for vacation increments on the first July 1st or, afterward, will be eligible on the second July 1st.
5. Employees shall have the option to choose to exhaust all unused and/or accumulated vacation days prior to retirement or separation, or to be paid the cash equivalent for the days upon retirement or separation from service.

B. Vacation Scheduling

- 1. a. Clerical Employees: Not more than three (3) weeks of the vacation time may be taken in July and August; the remaining time if any, will be taken when school is in session. Vacation may not be taken during the week prior to school opening or the week of school opening except for unusual circumstances and must be approved in advance.
- b. Non-Clerical Employees: Vacation leave shall not be taken the two (2) weeks prior (last week of August and the first (1st) week of September) to any school opening scheduled in September in any given year.
- 2. Vacation time for ten (10) month employees must be taken during the school year when school is not in session (Christmas Recess, Easter Recess, etc.) All ten (10) month employees must report back to their respective positions on September 1st or the first (1st) workday in September.
- 3. Vacation may not be taken during the week prior to the opening of school except for unusual circumstances.

4. Personnel in charge must plan their vacation schedules to assure that all offices and departments will be covered at all times during the school year.
5. The Board will make every effort to have the school calendar available before vacation schedules are due each year.

ARTICLE X – HOSPITALIZATION AND MEDICAL COVERAGE

A. Health Insurance

1. The District will provide health insurance coverage through the Statewide Schools Cooperative Health Plan (SWSCHP) for all employees and dependents. In the event the district changes health insurance carriers, the plan offered shall offer the same level of benefits as those currently in effect under the SWSCHP plan.
 - a. The annual employee health insurance contribution shall be as follows for employees hired on or before June 21, 2013 shall be as follows:
 - i. Family & Two Person: Ten point eight two percent (10.82%) of premium; dollar cap not to exceed two thousand five hundred dollars (\$2,500.00).

Effective December 5, 2016, eleven percent (11%); dollar cap not to exceed two thousand, five hundred dollars (\$2,500).
 - ii. Individual Plan: Seven point five three percent (7.53%) of premium. Dollar cap not to exceed one thousand five hundred dollars (\$1,500.00)

Effective December 5, 2016, eight percent (8%); dollar cap not to exceed one thousand, dollars (\$1,000).
 - b. Employees shall have the choice to opt into any Health Maintenance Organization (HMO) that may be offered during the designated enrollment period.
 - c. Pursuant to Section 125 of the Internal Revenue Code (IRC), the District shall allow the employee contributions to be made on a pre-tax basis.
2. All employees hired after March 6, 1996 shall be required to pay the following amounts towards the annual cost of health insurance:
 - a. 1st year of employment - 25%
 - b. 2nd year of employment - 15%
 - c. 3rd year of employment - 10%

- d. Commencing with the employee's 4th year of employment, he/she shall pay in accordance with the annual employee health insurance contribution formula as found above in Article X – Hospitalization and Medical Coverage, Section A Health Insurance, Paragraph 1.a
- 3.
 - a. For employees hired after June 21, 2013, the annual employee contribution shall be as outlined above for the first two (2) years of employment – 1st year at 25% and 2nd year at 15%.
 - b. At the start of the employee's third year of employment, and thereafter, the contribution shall be 11% with no dollar cap, applicable to all levels of coverage. Effective December 5, 2016, at the start of the third year of employment, and thereafter, the contribution shall be thirteen percent (13%) for family and two-person and twelve percent (12%) for individual with no dollar cap.
- 4. For employees hired after December 5, 2016, the annual employee contribution for family and two-person or individual shall be as follows:
 - a. 1st year at 25%
 - b. 2nd year and thereafter at 15%
- 5. For employees hired after March 6, 1996, he/she must work twenty five (25) hours per week or more to receive health insurance and shall contribute under the same formula as full-time employees.
- 6. Employees hired prior to December 14, 1995, working twenty (20) hours or less shall continue to be entitled to health insurance coverage as per Article X - Hospitalization and Medical Coverage, Section A Health Insurance, Paragraph 1.a
- 7. In cases in which the District's employee is covered by medical insurance through another family member, the District will pay the employee to voluntarily waive his/her right to participate in the District's health insurance plan. The District will pay that employee the amount of one thousand two hundred fifty dollars (\$1,250.00) annually for that waiver and withdrawal. The election must be made by June 1ST for the subsequent school year or within the first thirty (30) days after hiring. In the event of a situation occurring after withdrawal in which coverage might be otherwise terminated, the District shall allow re-entry upon a pro-rata repayment of the amount paid for the waiver and withdrawal.
- 8. Any employee retiring with at least fifteen (15) years of service with the Mt. Vernon Board of Education and who is at least fifty-five (55) years of age, the Board shall pay 75% of the premium on behalf of the individual and 60% of the premium on behalf of the family.

B. Benefit Fund – Dental & Vision Insurance

The District shall contribute to the Union at the rate of one thousand (\$1,000) for each eligible employee.

ARTICLE XI – RETIREMENT

A. Career Plan & Death Benefit

The Board agrees to provide Section 75i (20 year career plan) for all employees in Tiers 1 and 2 of the NYS Employees Retirement System.

Additionally, the Board shall provide Section 60b (Death Benefit) and Section 41j (Application of Unused Sick Leave forwarded to service credit upon retirement) of the NYS Retirement and Social Security Law.

B. Separation Allowance

Any employee having reached legal retirement age under the guidelines of the NYS Retirement System and having completed at least ten (10) years of service in the Mt. Vernon School System, shall, upon retirement, be paid a lump sum payment of the difference between the minimum and maximum of their particular salary classification, up to a maximum payment of five thousand dollars (\$5,000.00).

For employees hired after July 1, 2005, the separation allowance payment shall be reduced to a lump sum payment of the difference between the minimum and maximum of their particular salary classification, up to a maximum payment of Two thousand five hundred dollars (\$2,500.00).

ARTICLE XII – LEAVES

SECTION 1 - SICK LEAVE

A. Sick Leave

All employees shall be entitled to sick leave benefits as follows:

1. Full time employees (12 months)

- a.** 1st year of service – ten (10) days at full pay
2nd year of service – ten (10) days at full pay
3rd and subsequent years of service – twenty (20) days at full pay

Exception: All employees hired prior to January 1, 1982 shall also be entitled to twenty (20) days at half pay.

- b.** Full time employees hired after February 12, 2009:
 - 1st year of service – ten (10) days at full pay
 - 2nd year of service – ten (10) days at full pay
 - 3rd and subsequent years of service – fifteen (15) days at full pay
- c.** Full time employees hired after December 5, 2016:

1st year of service – eight (8) days at full pay
2nd year of service – eight (8) days at full pay
3rd and subsequent years of service – twelve (12) days at full pay

2. Full-Time employees (10 months)

- a. 1st year of service – Eight (8) days at full pay.
2nd year of service – Eight (8) days at full pay.
3rd and subsequent years of service – eighteen (18) days at full pay

Exception: All employees hired prior to January 1, 1982 shall also be entitled to eighteen (18) days at half pay.

- b. Full-time ten employees hired after February 12, 2009:
1st year of service – Eight (8) days at full pay.
2nd year of service – Eight (8) days at full pay.
3rd and subsequent years of service – thirteen (13) days at full pay
- c. Full time employees hired after December 5, 2016:
1st year of service – six (6) days at full pay
2nd year of service – six (6) days at full pay
3rd and subsequent years of service – ten (10) days at full pay

3. Half-Time Employees

Same as full time employees pro-rated on half-time employment.

4. Part-Time Employees

For employees working on a part-time basis, if any, a sick leave day will be equivalent of the hours normally worked per day.

5. Sick Leave Documentation

All employees may be required to submit medical documentation after three (3) consecutive work days of illness. All employees will be required to submit medical documentation after five (5) consecutive work days of illness.

6. Sick Leave Proration

If employment occurs after July 1st sick leave will be prorated for that year. Regular first year benefits will begin July 1 following date of employment.

7. Sick Leave Accumulation

- a. All unused days of sick leave at full pay for all employees, shall accumulate to a maximum of two hundred ten (210) days. Such sick leave benefits so accrued will be usable after the annual full days allowed, and prior to any half pay benefits.

b. Unused sick leave at half pay shall not accumulate.

8. Employee Sick Leave/Family Illness

An employee may use three (3) of their accrued sick days per year for family illness. Family shall be defined as the same as found in Article XII. Leave, Section 5 Bereavement. Additionally, for the purpose of this section family shall also include step-children, grandparent(s) and registered domestic partner.

9. Sick Leave Bank

The District shall deduct one (1) day from each year's annual sick leave from each employee employed for Sick Leave Bank purposes.

Only employees who have not exhausted their current annual sick leave shall be eligible to participate in the Sick Leave Bank. That reduction shall reduce the available Sick Leave of the individual employees and shall be transferred to a separate account denominated as Sick Leave Bank. The bank shall be administered by two persons designated by the District and two persons designated by the Union. This group shall be designated as the Sick Leave Bank Board. The Sick Leave Bank Board shall determine whether or not employees are eligible to receive time from the Sick Leave Bank.

No person shall be entitled to receive more than ninety (90) sick days for any single disability and no person shall be entitled to use Sick Leave Bank time unless the medical need is established by the parties to be of a catastrophic or disabling nature as ordinarily understood for general disability purposes. In the event of disagreement, the question shall be referred to a physician in the area of specialty in which sick leave is sought. The physician shall be designated by consent of both parties.

No Sick Leave Bank will be available until the exhaustion of annual and accumulated time. At the time the Sick Bank days have been decreased to 100, the Bank shall be replenished in the same manner in which it was originally established.

10. Sick Leave Incentive Program

a. All employees must have one hundred fifty (150) days accumulated to participate in the incentive program, and only days in excess of this accumulated minimum may be applied towards the incentive.

i. Twelve (12) month employees who use twelve (12) or less sick days in one (1) school year may sell the remaining number of days given that year back to the District at the rate of seventy-five dollars (\$75.00) per day. For twelve (12) month employees hired after December 5, 2016, nine (9) or less sick days. At retirement, such money will be used by the District to pay for the employee's share of health insurance or welfare fund contribution.

Twelve (12) month employees who use thirteen (13) or more sick days in a school year without medical documentation in two (2) or more consecutive years, will have their account deducted, at the rate of seventy-five dollars (\$75.00) per day, for those days taken beyond twelve (12). For twelve (12) month employees hired after December 5, 2016, ten (10) or more sick days. .

- ii. Ten (10) month employees who use ten (10) or less sick days in one (1) school year may sell the remaining number of days given that year back to the District at the rate of seventy-five dollars (\$75.00) per day. For ten (10) month employees hired after December 5, 2016, seven (7) or less sick days. At retirement, such money will be used by the District to pay for the employee's share of health insurance and/or welfare fund contribution.

Ten (10) month employees who use eleven (11) or more sick days in a school year without medical documentation in in two (2) or more consecutive years, will have their account deducted, at the rate of seventy-five dollars (\$75.00) per day, for those days taken beyond ten (10). For ten (10) month employees hired after December 5, 2016, eight (8) or more sick days.

- iii. Employees shall receive an annual accounting of days in the incentive program.
- b. Effective July 1, 2017, 12-month members with four (4) or more years of District service who are absent for no more than four (4) days in a school year shall receive an annual stipend of \$500 payable at the end of the school year. 10-month members with four (4) or more years of District service who are absent for no more than two (2) days in a school year shall receive an annual stipend of \$420 payable at the end of the school year.

B. Injury Benefits

1. All full-time employees accidentally injured in the course of their employment or sustaining occupational disease, as defined by the Workers' Compensation Law, who are absent from duty by reason thereof, shall, pending the adjudication of their respective cases and while their disability renders them unable to perform the duties of their positions, be granted leave of absence with pay, during a fiscal year as follows:
2. For all employees with less than two (2) years of service, full pay up to twenty (20) working days.
3. For all employees in their third year of service and thereafter, full pay to forty-five (45) working days.

4. When such employees have been awarded compensation by the Workers' Compensation Board for the period of their leave with pay, such compensation award shall be credited and paid over to the School District, except that payment to the School District shall not be in excess of amounts received hereunder.
5. Notwithstanding that employees may receive the maximum leave of absence with pay because of such injury or occupational disease herein provided, they shall be entitled to their appropriate sick leave benefits for absence due to personal illness during the same fiscal year, provided, however, that no employee shall receive both injury benefits and sick leave benefits for the same period of disability.
6. There shall be no District payment for the same claim in future years.
7. In the event an employee seeks to file a claim for District payment that would otherwise be prohibited under paragraph 7 because payment has previously been made, the employee must appear before a committee consisting of two (2) District appointees, two (2) CSEA appointees and one (1) mutually agreed upon appointee from either the MVFT Teachers, Teacher Assistant or Security Units to establish to the committee's satisfaction that a re-injury has occurred. The decision of the committee shall be final. In the event the committee determines that a legitimate re-injury has occurred, the employee shall be entitled to District payment as set forth above.
8. Light Duty – **(SEE APPENDIX E)**

C. Sick Leave Payment

Employees of the unit who retire under the provisions of the N.Y.S. Employees Retirement System shall be paid for unused sick leave under the following formula:

Days Accumulated at Retirement x Rate Maximum Available

Days 0-80	\$0	\$0
Days 81-110	\$35.00 per day	\$1,050.00
Days 111-150	\$40.00 per day	\$1,600.00
Days 151-180	\$45.00 per day	\$1,350.00
Days 181-210	\$45.00 per day	\$1,350.00

The total amount to be paid shall not exceed \$5,350.00.

SECTION 2 - PERSONAL LEAVE

A. Leave Allowance

Twelve (12) month employees shall be allowed four (4) days absence and ten (10) month employees shall be allowed three (3) days absence annually with full pay, for personal reasons, which shall be prorated, one (1) day for every three (3) months, during the employee's first year of employment.

B. Leave Requests

Requests for such leave must be submitted in writing at least three (3) days prior to the day or days of leave, or as soon as practicable in case of emergency, and must state the reason for such leave. Personal leave will not be granted for any day or part of a day BEFORE or FOLLOWING a vacation period or day when school has been closed for emergency or holiday. Allowances for special conditions shall be at the discretion of the Administration.

C. Leave Scheduling Limitation

Personal leave will not be granted for consecutive days except in extreme emergencies at the discretion of the Board. Any personal leave days not used shall be applied towards accumulated sick leave.

The following are examples of, but not limitations for, personal leave days:

- Legal matters;
- Death in family (other than Bereavement Leave);
- Personal property damage;
- Medical visit, medical exams or treatment of a compelling nature for the member, spouse, or child;
- Family problem of compelling nature for member, spouse, child;
- Religious observance;
- Sickness in family above three days allowed.

SECTION 3 – CONVENTION LEAVE

A. Union Convention Leave

Leave of absence without loss of pay not to exceed a combined total of eight (8) working days shall be granted to employees for attendance at conventions of the Union.

B. Educational Secretaries Association Leave

Because of the educational nature of the Educational Secretaries Association Convention, the Board agrees to pay the actual expenses of each of two (2) delegates to the convention up to a limit of two hundred dollars (\$200.00) per delegate, provided a convention expense item is budgeted and made available to the employees of the School District.

SECTION 4 - SCHOOL CLOSING

- A.** When school is not in session because of inclement weather, other than a contracted holiday, employees who are actually working on that particular day, not on vacation, sick leave, personal leave, or any other leave, will be excused without loss of pay for said day.

The current method of paying employees who report to work on such days shall remain in place.

- B.** Should an employee have been granted the maximum of one (1) approved day for Personal Leave or the maximum of one (1) approved day for vacation leave and school is closed (Not an early dismissal or delayed school opening) on a day in which the employee would have taken the Personal or Vacation Leave day, said day will not be deducted and will be restored to the employees accrual bank. A sick leave day is not applicable to the aforementioned.
- C.** All Buildings and Grounds employees are expected and encouraged to report to work on snow or emergency closing days. In the event that insufficient staff is present to address conditions occasioned by snow or inclement weather, the District shall have the right to obtain the services of an outside contractor to perform such work, and such decision shall not be grievable by the Union. The parties acknowledge that this provision does not otherwise alter the Union's exclusivity as to the performance of such work.

SECTION 5 - BEREAVEMENT LEAVE

- A.** Employees shall be entitled to leave of absence with pay not to exceed five (5) consecutive working days in case of death of parents, sisters, brothers, children, grandchildren or spouse. Employees shall be entitled to leave of absence with pay not to exceed five (5) consecutive working days in case of death of mother-in-law, or father-in-law, when residing in the same household.
- B.** Employees shall be entitled to leave of absence with pay for two (2) days in case of death of any of the following: mother-in-law, father-in-law, residing outside of immediate household.
- C.** Employees shall be entitled to leave of absence with pay for one (1) day in case of death of any of the following: daughter-in-law, brother-in-law, son-in-law, sister-in-law, grandparents, aunt, uncle, niece and nephew.
- D.** In case of travel over 100 miles from Mt. Vernon is required, up to two (2) days leave of absence with pay shall be granted upon written request.
- E.** An employee may be granted, upon written request five (5) consecutive working days for extraordinary circumstances at the discretion of the Superintendent of Schools.

SECTION 6 - MATERNITY LEAVE

Maternity leave shall be granted employees as provided by Civil Service Law, State Attendance Rules and Regulations.

SECTION 7 - JURY DUTY

An employee who is required to serve on jury duty while school is in session will receive full salary during the period of such jury duty service, except that the employee

shall be required to remit to the Board of Education an amount equal to any remuneration received for said jury services other than expense money.

SECTION 8 - LEAVE OF ABSENCE

Employees shall be entitled to leave without pay for one (1) year after seven (7) years of continuous service.

Requests for a leave without pay must be submitted at least ninety (90) days prior to the start of the intended leave. The employee must also state the reason for the leave.

Leaves of absence shall be available to not more than two (2%) percent of the bargaining unit at any given time and shall not be available for the purpose of accepting other employment, except as noted later in this section.

Employees shall not be eligible for a second (2nd) such leave until they have completed seven (7) additional consecutive years after taking the first (1st) such leave.

Any employee granted leave, under this section, shall be returned to the same or substantially equivalent position.

Any employee who fails to return for duty on the expiration of long term leave upon the first (1st) working day following expiration of such leave shall be deemed to have terminated his/her employment with the District unless such delay is approved by the Board or unless the delay is due to extenuating circumstances.

Employees on long term leave may be required to provide written notice of their intent to return thirty (30) days prior to the expiration of the leave.

If the stated reason for the leave is maintained, then the District would allow the employee to engage in employment to supplement said leave.

However, should it be determined by the District that said employee is engaged in the same or substantially same employment that he/she performs in the District, then it will be deemed that said employee has abandoned his/her position and said employment with the District will not be protected.

The Labor/Management committee will determine policy for appropriate leaves of absence.

Notwithstanding the foregoing, it is understood between the parties that any employee who is presently engaged in other employment outside the District, shall not be prohibited from continuing such employment while on an approved leave of absence.

Employees appearing for Selective Service Physical Examination shall be granted the time necessary to appear for said examination, including time necessary to travel to and from said examinations.

Military Leaves of Absence: Military leave of absence without pay shall be granted to any employee who shall enter into active military service of the United States as defined

by Military Law #243. Employees on military leave shall be given the benefit of any increment which would have been credited to them if they remained in active service to the District, and all accumulated sick days acquired prior to entry into service will be reinstated.

Family Medical Leave of Absence (FMLA): FMLA shall be permitted in accordance with the District's FMLA policy and applicable law. Such leaves shall be processed through the Department of Human Resources.

ARTICLE XIII – GRIEVANCE PROCEDURE AND EVALUATION

The grievance procedure shall be annexed to the original agreement as Appendix B and be made available to all employees.

Evaluation procedure shall be annexed to the original agreement as Appendix C and be made available to all employees.

The District and Union agree to form a labor-management committee to establish new and/or revised evaluation documents, one for clerical staff and another for custodial staff. The current evaluation document shall remain in effect until the parties are able to agree upon new documents.

ARTICLE XIV – EFFECT OF THIS AGREEMENT

None of the existing benefits provided by officially adopted Board of Education policy shall be diminished or eliminated without consultation and negotiation with CSEA.

ARTICLE XV – COMPATIBILITY WITH LAW

SECTION 1 - PRIORITY OF LAW

Nothing contained herein shall be construed to deny or restrict with respect to any employee, any rights he may have under the Civil Service Law, or any other applicable law or regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

SECTION 2 - SAVINGS CLAUSE

In the event that any provisions of this agreement shall at any time be held to be contrary to law by a court of controlling jurisdiction from whose final judgment or decree any appeal may be taken within the time allowed for doing so, such provisions shall be void and inoperative. All other provisions of this agreement shall continue in effect.

SECTION 3 - MANDATORY PROVISION OF LAW “IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

ARTICLE XVI – EMPLOYEE PROTECTION CLAUSE

A. Notice of Assault

Any employee who suffers an assault acting in the discharge of their duties, within the scope of their employment, shall immediately submit a complete report, in writing, or within a reasonable time thereafter. Such report will be submitted to the Superintendent through the Principal or appropriate Director and will include the time, place, personnel involved, witnesses, and other relevant information. The Superintendent shall acknowledge receipt of such report and within a reasonable time shall notify the employee of the action taken or to be taken with respect to the alleged assault.

B. Defense Assignment

The Board agrees to provide an attorney to defend an employee in any criminal or civil action or proceeding arising out of disciplinary action taken against a pupil of the District while in the discharge of the duties within the scope of employment. Such counsel will advise the employee of his/her legal rights in such case.

C. Procedure

In order for an employee to invoke the foregoing, the original or a copy of any summons, complaint, process notice, demand or pleading served upon such employee must be delivered within ten (10) days after such service, to the Superintendent.

D. Limitation Defense Assignment

It is understood and agreed that the Board is not required to provide an attorney to an employee, in civil or criminal actions, initiated by an employee, provided, however, that if the appropriate authorities will not process a criminal complaint initiated by an employee arising out of case of assault against the employee, the Board will provide an attorney to assist the employee in prosecuting such complaint.

ARTICLE XVII – EMPLOYEE PROMOTION CLAUSE

If any employee is appointed to, reallocated to or promoted to a position with a higher scale:

A. Employee shall be placed on the corresponding step in the higher title.

B. Effective on December 5, 2016, employee shall be placed on a Step that is equal to or greater than the salary at their previous title, however they will not be placed more than 2 steps below their step in the prior title. Any employee who was in a probationary position as of December 5, 2016 shall remain at their current step/salary if/when they become permanent in that same position. All other employees, including those in provisional or out-of-title assignments, shall be subject to this provision if/when they are appointed to a provisional/probationary/ permanent position.

ARTICLE XVIII – LOSS OF PROPERTY CLAUSE

A. Save Harmless

An employee shall not be held responsible for loss, within the school, of school property or children's property, provided such loss was not due to an intentional act or negligence on the part of the employee, and that such loss occurred while acting in the discharge of the employee's duties within the scope of employment and/or under the direction of the Board.

B. Reimbursement

The Board will reimburse employees, in any amount not to exceed a total of one hundred dollars (\$100.00) in any school year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school, when the loss is not due to any intentional act or negligence of the employee's part, to the extent that such loss is not covered by insurance.

Any claims for reimbursement under this clause must be submitted to the Principal, or appropriate Administrator, in writing within seven (7) days after said loss occurred, and must set forth the circumstances in detail, the nature of the property, purchase price, extent of loss, evidence of value, and such other relevant data as the Board may require.

ARTICLE XIX – DURATION OF AGREEMENT/FUTURE NEGOTIATIONS

A. Term of Agreement

The provisions of this agreement shall become effective on July 1, 2010 and continue in full force and effect until June 30, 2014, and such provisions shall remain in effect until a successor agreement is reached.

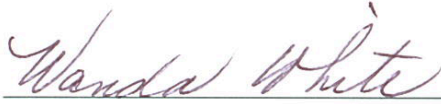
The parties agreed that all items discussed during negotiations leading to this agreement would not be reopened during the life of this agreement, except as agreed to by the parties.

B. Subsequent Agreement

Negotiations for a subsequent agreement shall commence as is provided under Article 14, of the Civil Service Law, upon request by either party. It is the purpose of the parties to provide for negotiations thereafter so that a subsequent agreement, if possible, can be consummated no later than one hundred twenty (120) days prior to the end of the fiscal year.

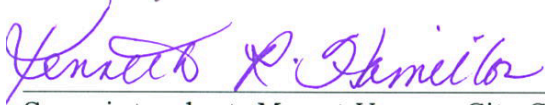
The signors below have read the language of the Memorandum of Agreement (MOA) signed and approved by the parties on or about December 6, 2016. The signors hereby confirm that the changes as approved by the MOA have been accurately incorporated into this Collective Bargaining Agreement (CBA).

MOUNT VERNON CITY SCHOOL DISTRICT



President, Mount Vernon Board of Education

Dated: 9/17/18



Superintendent, Mount Vernon City School District

Dated: 9/14/18

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO
WESTCHESTER LOCAL 860, MOUNT VERNON
SCHOOL UNIT #9161



Unit President, CSEA Unit #9161

Dated: 9/13/18



Treasurer, CSEA Unit #9161

Dated: 9/13/18



Labor Relations Specialist, CSEA Unit #9161

Dated: 9/13/18

APPENDIX “A” – CIVIL SERVICE SALARY

A. Contributions to the New York State Retirement System pursuant to the applicable provisions pertaining to Tier I, (Sec. 75-i); Tier II, (Sec. 75-i), Tier III, (Article 14) and Tier IV.

B. Additional Annual Stipends

Head Custodian at Mt. Vernon High School	\$2,700
Day Custodian at Mt. Vernon High School	\$2,500
Head Custodian at Lincoln School	\$1,000
Head Custodian at Traphagen School	\$ 250
Head Custodian Thornton School	\$ 300
Head Custodians in School with Enrollment In excess of 650 student	\$ 300
Head Custodian at Education Center	\$ 500
Custodian at Education Center	\$ 500
Cleaners assigned to Education Center	\$ 250
Grounds Maintenance Man-in-Charge Assigned to Mt. Vernon High School	\$ 500
Elementary School Stenographers in a One-Person Office	\$ 200
Food Service Helper-in-Charge of Davis School	\$ 500
Member-in-Charge of Hospitalization Claims	\$1,600
Head Painter	\$ 500
Supervisory Nurse	\$2,400
+600 Car Allowance	
Maintenance Mechanic-Assigned to Plumbing Truck	\$2,500
Maintenance Mechanic-Assigned to Electrical Truck	\$2,500
Member-in-Charge of Medicaid/Pupil Support	\$5,000
Services Reimbursement	
*Cook Manager – Car Allowance	\$600.00

Civil Service Salary Schedule
July 1, 2014 – December 31, 2015

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Youth Development Specialist		76,341						
Budget Analyst	65,784	67,758	69,791	71,884	74,040	76,261	79,692	83,277
Purchasing Agent	76,381	78,461	80,493	82,569	84,624	86,723	90,629	93,350
Computer Programmer	67,693	69,753	71,809	73,875	75,929	78,159	82,067	84,528
Registered Nurse -10 months	54,512	57,425	60,335	63,252	66,166	69,083	72,341	74,511
Data Processing Operator	48,318	50,400	52,436	54,520	56,565	58,578	61,978	63,838
Payroll Clerk	49,628	50,908	52,175	53,446	54,703	56,360	62,786	64,524
Senior Clerk	49,628	50,908	52,175	53,446	54,703	56,360	62,786	64,524
Clerk- 12 months	35,859	37,132	38,410	39,678	40,961	42,197	44,406	45,737
Telephone Operator - 12 months	40,139	41,412	42,692	43,924	45,205	47,134	50,537	52,054
Senior Stenographer	49,628	50,908	52,175	53,446	54,703	56,360	62,786	64,524
Stenographer 12 months / full	40,139	41,412	42,692	43,924	45,205	48,937	53,508	55,114
Stenographer 10 months / full	33,378	34,431	35,496	36,514	37,585	40,688	44,590	45,928
Senior Typist	39,225	40,504	41,779	43,022	44,295	47,128	50,531	52,047
Typist 12 months / full	38,308	39,584	40,859	42,111	43,379	45,317	48,723	50,181
Typist 10 months / full	31,847	32,911	33,970	35,010	36,065	37,681	40,508	41,725
Senior Accountant	58,661	62,498	66,335	70,171	74,008	74,478	81,681	85,518
Maintenance Mechanic	49,484	50,731	51,993	53,272	54,522	58,504	61,903	63,762
Maintenance Foreperson	76,381	78,461	80,493	82,569	84,624	86,713	90,629	93,349
Head Custodian	47,432	48,715	49,979	51,234	52,501	54,522	57,921	59,659
Custodian	42,129	43,379	44,651	45,927	47,193	50,101	53,508	55,114
Messenger	41,621	42,895	44,169	45,411	46,701	47,964	51,368	52,910
Grounds Maintenance Person	41,621	42,895	44,169	45,411	46,701	47,964	51,368	52,910
Cleaner	37,585	38,861	40,149	41,412	42,692	43,924	46,139	47,522
Cleaner half time / 4hrs/day	18,797	19,439	20,073	20,711	21,350	21,964	23,074	23,765
Mason	49,484	50,731	51,993	53,272	54,522	58,504	61,903	63,762
Painter	49,484	50,731	51,993	53,272	54,522	58,504	61,903	63,762
Cook Manager	34,621	35,392	36,460	37,529	38,623	39,686	42,512	43,787
Cook - 10 Months - Five Hour	21,726	22,458	23,182	23,920	24,646	26,420	27,745	28,580
Cook - 10 Months	30,174	31,188	32,197	33,219	34,230	36,694	38,536	39,692
Food Service Helper - 20 hrs/10mon	15,561	16,096	16,623	17,147	17,677	18,197	19,116	19,687
Food Service Helper - 25 hrs/10mon	19,449	20,120	20,778	21,432	22,097	22,745	23,891	24,608
Food Service Helper - 30 hrs/10mon	23,342	24,146	24,933	25,719	26,520	27,292	28,670	29,530
Food Service Helper - 35 hrs/10mon	27,229	28,167	29,087	30,004	30,936	31,844	33,446	34,450
Records Management Officer	67,693	69,753	71,808	73,875	75,929	78,158	82,068	84,530
Computer Technician	73,295	75,125	77,002	78,927	80,899	82,921	84,996	87,546
Assistant Computer Repair and Network Support Technician	41,534	42,987	44,491	46,048	47,659	49,327	51,054	52,841
1:00pm - 10:00pm shift Differential = + 5%								
Head Custodian	49,804	51,151	52,478	53,796	55,127	57,249	60,818	62,642
Custodian	44,236	45,548	46,884	48,224	49,553	52,607	56,184	57,870
Cleaner	39,465	40,805	42,157	43,483	44,827	46,121	48,446	49,899

Civil Service Salary Schedule
January 1, 2016 – June 30, 2016

Note: The previous salary schedule is effective through December 31, 2015; the below is effective January 1, 2016.

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Youth Development Specialist		77,104						
Budget Analyst	66,442	68,436	70,489	72,603	74,780	77,024	80,489	84,110
Purchasing Agent	77,145	79,246	81,298	83,395	85,470	87,590	91,535	94,284
Computer Programmer	68,370	70,451	72,527	74,614	76,688	78,941	82,888	85,373
Registered Nurse -10 months	55,057	57,999	60,938	63,885	66,828	69,774	73,064	75,256
Data Processing Operator	48,801	50,904	52,960	55,065	57,131	59,164	62,598	64,476
Payroll Clerk	50,124	51,417	52,697	53,980	55,250	56,924	63,414	65,169
Senior Clerk	50,124	51,417	52,697	53,980	55,250	56,924	63,414	65,169
Clerk- 12 months	36,218	37,503	38,794	40,075	41,371	42,619	44,850	46,194
Telephone Operator - 12 months	40,540	41,826	43,119	44,363	45,657	47,605	51,042	52,575
Senior Stenographer	50,124	51,417	52,697	53,980	55,250	56,924	63,414	65,169
Stenographer 12 months / full	40,540	41,826	43,119	44,363	45,657	49,426	54,043	55,665
Stenographer 10 months / full	33,712	34,775	35,851	36,879	37,961	41,095	45,036	46,387
Senior Typist	39,617	40,909	42,197	43,452	44,738	47,599	51,036	52,567
Typist 12 months / full	38,691	39,980	41,268	42,532	43,813	45,770	49,210	50,683
Typist 10 months / full	32,165	33,240	34,310	35,360	36,426	38,058	40,913	42,142
Senior Accountant	59,248	63,123	66,998	70,873	74,748	75,223	82,498	86,373
Maintenance Mechanic	49,979	51,238	52,513	53,805	55,067	59,089	62,522	64,400
Maintenance Foreperson	77,145	79,246	81,298	83,395	85,470	87,580	91,535	94,282
Head Custodian	47,906	49,202	50,479	51,746	53,026	55,067	58,500	60,256
Custodian	42,550	43,813	45,098	46,386	47,665	50,602	54,043	55,665
Messenger	42,037	43,324	44,611	45,865	47,168	48,444	51,882	53,439
Grounds Maintenance Person	42,037	43,324	44,611	45,865	47,168	48,444	51,882	53,439
Cleaner	37,961	39,250	40,550	41,826	43,119	44,363	46,600	47,997
Cleaner half time / 4hrs/day	18,985	19,633	20,274	20,918	21,564	22,184	23,305	24,003
Mason	49,979	51,238	52,513	53,805	55,067	59,089	62,522	64,400
Painter	49,979	51,238	52,513	53,805	55,067	59,089	62,522	64,400
Cook Manager	34,967	35,746	36,825	37,904	39,009	40,083	42,937	44,225
Cook - 10 Months - Five Hour	21,943	22,683	23,414	24,159	24,892	26,684	28,022	28,866
Cook - 10 Months	30,476	31,500	32,519	33,551	34,572	37,061	38,921	40,089
Food Service Helper - 20 hrs/10mon	15,717	16,257	16,789	17,318	17,854	18,379	19,307	19,884
Food Service Helper - 25 hrs/10mon	19,643	20,321	20,986	21,646	22,318	22,972	24,130	24,854
Food Service Helper - 30 hrs/10mon	23,575	24,387	25,182	25,976	26,785	27,565	28,957	29,825
Food Service Helper - 35 hrs/10mon	27,501	28,449	29,378	30,304	31,245	32,162	33,780	34,795
Records Management Officer	68,370	70,451	72,526	74,614	76,688	78,940	82,889	85,375
Computer Technician	74,028	75,876	77,772	79,716	81,708	83,750	85,846	88,421
Assistant Computer Repair and Network Support Technician	41,949	43,417	44,936	46,508	48,136	49,820	51,565	53,369
Administrative Assistant	53,530	55,601	57,671	59,792	61,964	64,854	68,389	70,700
1:00pm - 10:00pm shift Differential = + 5%								
Head Custodian	50,302	51,663	53,003	54,334	55,678	57,821	61,425	63,269
Custodian	44,678	46,004	47,353	48,706	50,049	53,133	56,746	58,449
Cleaner	39,860	41,213	42,578	43,918	45,275	46,582	48,930	50,397

Civil Service Salary Schedule
July 1, 2016 – December 31, 2017

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Youth Development Specialist		78,646						
Budget Analyst	67,771	69,805	71,899	74,055	76,276	78,564	82,099	85,792
Purchasing Agent	78,688	80,831	82,924	85,063	87,179	89,342	93,366	96,170
Computer Programmer	69,737	71,860	73,978	76,106	78,222	80,520	84,546	87,080
Registered Nurse -10 months	56,158	59,159	62,157	65,163	68,165	71,169	74,525	76,761
Data Processing Operator	49,777	51,922	54,019	56,166	58,274	60,347	63,850	65,766
Payroll Clerk	51,126	52,445	53,751	55,060	56,355	58,062	64,682	66,472
Senior Clerk	51,126	52,445	53,751	55,060	56,355	58,062	64,682	66,472
Clerk- 12 months	36,942	38,253	39,570	40,877	42,198	43,471	45,747	47,118
Telephone Operator - 12 months	41,351	42,663	43,981	45,250	46,570	48,557	52,063	53,627
Senior Stenographer	51,126	52,445	53,751	55,060	56,355	58,062	64,682	66,472
Stenographer 12 months / full	41,351	42,663	43,981	45,250	46,570	50,415	55,124	56,778
Stenographer 10 months / full	34,386	35,471	36,568	37,617	38,720	41,917	45,937	47,315
Senior Typist	40,409	41,727	43,041	44,321	45,633	48,551	52,057	53,618
Typist 12 months / full	39,465	40,780	42,093	43,383	44,689	46,685	50,194	51,697
Typist 10 months / full	32,808	33,905	34,996	36,067	37,155	38,819	41,731	42,985
Senior Accountant	60,433	64,385	68,338	72,290	76,243	76,727	84,148	88,100
Maintenance Mechanic	50,979	52,263	53,563	54,881	56,168	60,271	63,772	65,688
Maintenance Foreperson	78,688	80,831	82,924	85,063	87,179	89,332	93,366	96,168
Head Custodian	48,864	50,186	51,489	52,781	54,087	56,168	59,670	61,461
Custodian	43,401	44,689	46,000	47,314	48,618	51,614	55,124	56,778
Messenger	42,878	44,190	45,503	46,782	48,111	49,413	52,920	54,508
Grounds Maintenance Person	42,878	44,190	45,503	46,782	48,111	49,413	52,920	54,508
Cleaner	38,720	40,035	41,361	42,663	43,981	45,250	47,532	48,957
Cleaner half time / 4hrs/day	19,365	20,026	20,679	21,336	21,995	22,628	23,771	24,483
Mason	50,979	52,263	53,563	54,881	56,168	60,271	63,772	65,688
Painter	50,979	52,263	53,563	54,881	56,168	60,271	63,772	65,688
Cook Manager	35,666	36,461	37,562	38,662	39,789	40,885	43,796	45,110
Cook - 10 Months - Five Hour	22,382	23,137	23,882	24,642	25,390	27,218	28,582	29,443
Cook - 10 Months	31,086	32,130	33,169	34,222	35,263	37,802	39,699	40,891
Food Service Helper - 20 hrs/10mon	16,031	16,582	17,125	17,664	18,211	18,747	19,693	20,282
Food Service Helper - 25 hrs/10mon	20,036	20,727	21,406	22,079	22,764	23,431	24,613	25,351
Food Service Helper - 30 hrs/10mon	24,047	24,875	25,686	26,496	27,321	28,116	29,536	30,422
Food Service Helper - 35 hrs/10mon	28,051	29,018	29,966	30,910	31,870	32,805	34,456	35,491
Records Management Officer	69,737	71,860	73,977	76,106	78,222	80,519	84,547	87,083
Computer Technician	75,509	77,394	79,327	81,310	83,342	85,425	87,563	90,189
Assistant Computer Repair and Network Support Technician	42,788	44,285	45,835	47,438	49,099	50,816	52,596	54,436
Administrative Assistant	54,601	56,713	58,824	60,988	63,203	66,151	69,757	72,114
1:00pm - 10:00pm shift Differential = + 5%								
Head Custodian	51,308	52,696	54,064	55,421	56,792	58,977	62,654	64,535
Custodian	45,572	46,924	48,300	49,680	51,049	54,195	57,881	59,617
Cleaner	40,656	42,037	43,430	44,797	46,181	47,513	49,909	51,405

Civil Service Salary Schedule January 1, 2017 – June 30, 2018

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Youth Development Specialist		80,219							
Budget Analyst	69,126	71,201	73,337	75,536	77,802	80,135	83,741	87,508	88,508
Purchasing Agent	80,262	82,448	84,582	86,764	88,923	91,129	95,233	98,093	99,093
Computer Programmer	71,132	73,297	75,458	77,628	79,786	82,130	86,237	88,822	89,822
Registered Nurse -10 months	57,281	60,342	63,400	66,466	69,528	72,592	76,016	78,296	79,296
Data Processing Operator	50,773	52,960	55,099	57,289	59,439	61,554	65,127	67,081	68,081
Payroll Clerk	52,149	53,494	54,826	56,161	57,482	59,223	65,976	67,801	68,801
Senior Clerk	52,149	53,494	54,826	56,161	57,482	59,223	65,976	67,801	68,801
Clerk- 12 months	37,681	39,018	40,361	41,695	43,042	44,340	46,662	48,060	49,060
Telephone Operator - 12 months	42,178	43,516	44,861	46,155	47,501	49,528	53,104	54,700	55,700
Senior Stenographer	52,149	53,494	54,826	56,161	57,482	59,223	65,976	67,801	68,801
Stenographer 12 months / full	42,178	43,516	44,861	46,155	47,501	51,423	56,226	57,914	58,914
Stenographer 10 months / full	35,074	36,180	37,299	38,369	39,494	42,755	46,856	48,261	49,261
Senior Typist	41,217	42,562	43,902	45,207	46,546	49,522	53,098	54,690	55,690
Typist 12 months / full	40,254	41,596	42,935	44,251	45,583	47,619	51,198	52,731	53,731
Typist 10 months / full	33,464	34,583	35,696	36,788	37,898	39,595	42,566	43,845	44,845
Senior Accountant	61,642	65,673	69,705	73,736	77,768	78,262	85,831	89,862	90,862
Maintenance Mechanic	51,999	53,308	54,634	55,979	57,291	61,476	65,047	67,002	68,002
Maintenance Foreperson	80,262	82,448	84,582	86,764	88,923	91,119	95,233	98,091	99,091
Head Custodian	49,841	51,190	52,519	53,837	55,169	57,291	60,863	62,690	63,690
Custodian	44,269	45,583	46,920	48,260	49,590	52,646	56,226	57,914	58,914
Messenger	43,736	45,074	46,413	47,718	49,073	50,401	53,978	55,598	56,598
Grounds Maintenance Person	43,736	45,074	46,413	47,718	49,073	50,401	53,978	55,598	56,598
Cleaner	39,494	40,836	42,188	43,516	44,861	46,155	48,483	49,936	50,936
Cleaner half time / 4hrs/day	19,752	20,427	21,093	21,763	22,435	23,081	24,246	24,973	25,973
Mason	51,999	53,308	54,634	55,979	57,291	61,476	65,047	67,002	68,002
Painter	51,999	53,308	54,634	55,979	57,291	61,476	65,047	67,002	68,002
Cook Manager	36,379	37,190	38,313	39,435	40,585	41,703	44,672	46,012	47,012
Cook - 10 Months - Five Hour	22,830	23,600	24,360	25,135	25,898	27,762	29,154	30,032	31,032
Cook - 10 Months	31,708	32,773	33,832	34,906	35,968	38,558	40,493	41,709	42,709
Food Service Helper - 20 hrs/10mon	16,352	16,914	17,468	18,017	18,575	19,122	20,087	20,688	21,688
Food Service Helper - 25 hrs/10mon	20,437	21,142	21,834	22,521	23,219	23,900	25,105	25,858	26,858
Food Service Helper - 30 hrs/10mon	24,528	25,373	26,200	27,026	27,867	28,678	30,127	31,030	32,030
Food Service Helper - 35 hrs/10mon	28,612	29,598	30,565	31,528	32,507	33,461	35,145	36,201	37,201
Records Management Officer	71,132	73,297	75,457	77,628	79,786	82,129	86,238	88,825	89,825
Computer Technician	77,019	78,942	80,914	82,936	85,009	87,134	89,314	91,993	92,993
Assistant Computer Repair and Network Support Technician	43,644	45,171	46,752	48,387	50,081	51,832	53,648	55,525	56,525
Administrative Assistant	55,693	57,847	60,000	62,208	64,467	67,474	71,152	73,556	74,556
1:00pm - 10:00pm shift Differential = + 5%									
Head Custodian	52,334	53,750	55,145	56,529	57,928	60,156	63,907	65,825	66,825
Custodian	46,483	47,863	49,266	50,673	52,070	55,279	59,038	60,810	61,810
Cleaner	41,469	42,878	44,298	45,692	47,105	48,463	50,908	52,433	53,433

APPENDIX “B” – GRIEVANCE PROCEDURE – (ARTICLE XIII)

A. Declaration of Purpose:

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to effective operation of the schools, it is the purpose of this procedure to secure equitable solutions to alleged grievances of employees at the administrative level, through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisals, and by which the District and its employees are afforded adequate opportunity to dispose of their grievances without the necessity of time-consuming and costly proceedings before administrative agencies or in the courts.

B. Definitions:

1. A grievance is any claim by the Union that there has been a violation, misinterpretation or inequitable application of the terms of this Agreement or that a unit member has been treated unfairly, inequitably or contrary to the established policy and practice relating to this Agreement.
2. “Day” shall mean a workday.

C. Procedure:

1. Before submission of a written grievance, the grievant must attempt to resolve the grievance informally with the immediate supervisor.
2. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the grievant knew of the events or conditions on which the grievance is based.
3. In the event that informal resolution is unsuccessful, the Union may file a grievance on a mutually agreeable form. The Union shall file a copy with the Assistant Superintendent of Human Resources.
4. Within five (5) days after the filing of the grievance, the Assistant Superintendent of Human Resources will meet with the Union and the grievant for the purpose of resolving the matter. Upon conclusion of the meeting, the Assistant Superintendent of Human Resources will have five (5) days in which to transmit a written answer to the Union and the grievant.

5. Arbitration:

- a. Within twenty (20) days after the receipt of the answer or after the answer is due, the Union may, by notice, refer the grievance to arbitration. The arbitrator shall be mutually agreed upon. If they are unable to agree upon an arbitrator within a reasonable period of time, the selection of the arbitrator and arbitration procedures shall be conducted pursuant to the Voluntary Labor Arbitration Association Rules of the American Arbitration Association.

- b.** The cost of the arbitrator shall be shared by the parties.
- c.** The decision of such arbitrator shall be final and binding on all parties.
- d.** The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

D. Miscellaneous:

- 1.** The District and the Union agree to facilitate any investigation which may be required to make available to each other any and all material and relevant documents, communications, and the records concerning the alleged grievance, except those considered confidential or actionable. All hearings shall be fair, just and conducted in good faith.
- 2.** No reprisals of any kind will be taken by the Board of Education or the Administration against any employee because of his participation in the grievance procedure.
- 3.** The District shall maintain a separate official grievance file which shall consist of all papers connected with the processing of the grievance, including all exhibits, transcripts, communications, minutes or notes of testimony and written arguments and briefs, if any. They shall be available for inspection and copying by the grievant and the Union.
- 4.** The time limits specified for either party may be extended only by mutual agreement.
- 5.** If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be so decided or withdrawn and dismissed on the merits and be discontinued and further appeal and consideration shall be barred.
- 6.** In the event a grievance is filed on or after May 1st, upon request by or on behalf of the grievant or by the Union, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

APPENDIX “C” – PERFORMANCE EVALUATION PROGRAM

The Performance Evaluation Program is based on a supervisory rating of the performance of the important tasks and/or responsibilities that make up each employee’s job as described in the official Civil Service job description.

As an employee’s evaluation period ends on June 30th of each year, it is the responsibility of the immediate supervisor to provide continuous counseling and an annual evaluation.

Employees shall undergo a formal evaluation every six months. The evaluation shall be supervised by the Superintendent or his/her designee and shall be designed to identify the employee’s strengths and provide such assistance and suggestions as may be required to maintain or improve the employee’s performance.

In the event an employee receives an “unsatisfactory” rating, specific objectives and criteria will be set forth to improve performance. Any employee who has received an unsatisfactory rating will be reevaluated within three months.

The Superintendent or his/her designee and, if desired by the employee, the President of the Unit, will cooperatively design a system for improvement that includes specific goals.

Nothing in this article is to be interpreted as constituting a waiver of the District’s rights and responsibility to take disciplinary action in the case of misconduct or failure to maintain job performance.

Nothing in this article is to be interpreted as constituting waiver of an employee’s right to a defense against charges as provided in the New York State Civil Service Law.

APPENDIX “D” – LATENESS POLICY

- 1.** Every employee is obligated to report for work as scheduled.
- 2.** There shall be a grace period of up to 15 minutes per pay period. When an employee’s lateness extends beyond the 15-minute grace period for the pay period, the employee will be “charged” the amount of time he/she is tardy in 15-minute intervals. (i.e., if an employee is tardy 20 minutes, he/she will be charged 30 minutes, if late 31 minutes, charged 45 minutes.)
- 3.** Lateness beyond the 15 minutes grace period shall be classified as “excused” or “not excused” as determined by the employee’s supervisor. Excused lateness shall not be charged against the employee. Such determinations shall be reasonably made by the employee’s supervisor, and the tardy employee may be required to furnish proof satisfactory to the supervisor of the cause of the lateness. A request for the excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Superintendent of Schools and/or his/her designee whose decision shall be final.
- 4.** “Charges” shall be made from accumulated time (i.e. vacation and personal). In the event an employee does not have accumulated time available, “charges” shall be made from the hourly rate of pay.
- 5.** This policy in no way condones lateness of up to 15 minutes nor does this mean that employees are “allowed” to be late.
- 6.** Disciplinary Action
Same as in CBA

APPENDIX “E” – PLACEMENT OF TEMPORARY OR PERMANENTLY DISABLED EMPLOYEES

PURPOSE:

This policy provides for the placement of District employees in modified duty assignments when temporarily disabled, ensuring maximum manpower utilization in an effort to reduce costs.

DEFINITIONS:

Modified Duty – Work that eliminates, minimizes, or modifies certain lifting, walking or other physical or mental requirements that prevent an employee from returning to regular work. May also mean performing all regular aspects of the job, but at a reduced number of hours per week.

Restrictions – Any physical or mental limitation which precludes an employee from performing all duties of the regular job.

Temporary Disability – A physical or mental disability that reasonably can be expected to be resolved, allowing a worker to return to full duty.

MODIFIED DUTY POLICY FOR TEMPORARILY DISABLED EMPLOYEES

The District’s obligation to provide modified duty shall be consistent with the law, and the District shall make a reasonable effort to provide modified duty provided the employee is deemed temporarily or permanently disabled under the ADA.

1. Purpose

This program is designed to provide guidelines for the uniform treatment of any employee who, because of some physical or mental disability resulting from an industrial or personal injury/illness, temporarily cannot perform the duties normally assigned to the job. The District shall make every reasonable effort to provide modified duty based on an employee’s restrictions and an evaluation of work experiences.

PLACEMENT OF DISABLED EMPLOYEES POLICY

2. Procedures

- a.** Upon return to work after a serious injury or illness, an employee must provide a written release by a licensed physician. The release shall indicate the employee’s ability to return to regular or light duty work. If modified duty is indicated, the physician shall specify the work restrictions.
- b.** The District may select to have an employee examined by a designated physician when the employees has been away from work for an extended

period of time due to injury or illness, or the employee is being released to return to work with medical restrictions, and clarification is needed. The physician shall be informed of the tasks the employee will be expected to perform.

If the District-designated physician releases an employee to work on a modified duty status, the physician shall notify the District that the employee is being returned to limited work and specifically what the restrictions are. An employee returned to work with no limitations shall report to regular work.

- c. An employee released for modified duty shall report immediately to the Office of Human Resources with appropriate documentation completed by the physician, specifying the work restrictions.
- d. The Office of Human Resources shall assign the employee to modified duty if an appropriate assignment is available, and instruct the employee where and when to report for work.
- e. Modified duty assignments will be provided as appropriate work is available. These assignments need not be identified in advance, but will be determined by the needs of the District.

PLACEMENT OF DISABLED EMPLOYEES POLICY

- a. Assignment of an employee to modified duty shall be for a maximum of six months. There is no minimum length of time for light duty assignment.
- b. Modified duty may exceed six months with the recommendation of the supervisor and approval of the Office of Human Resources. Such assignment shall not exceed one year.
- c. If no modified duty consistent with the restrictions stipulated by the physician is available within the District, the employee will be placed in the appropriate leave status.

COMPENSATION

- a. While temporarily assigned to the modified duty program, the employee will be paid at regular base pay.
- b. Salary increases shall be in accordance with the appropriate Unit contract.

APPENDIX "F"
NON-COMPETITIVE AND LABOR CLASS PROBATIONARY PERIOD
FOR EMPLOYEES HIRED AFTER FEBRUARY 12, 2009

1. All "new" employees in the non-competitive and labor classification (Custodial and Maintenance positions only) **hired after** February 12, 2009 will serve for twenty-four (24) months before becoming eligible for the job protection rights under Section 75 of the Civil Service Law as outlined in Article V, Section 2. The twenty-four (24) month period **may be extended** for an additional six (6) months thus, to a maximum of thirty (30) months provided, however, that the following occurs.

Should the District want to extend the period beyond the twenty-four (24) months, for an additional six (6) months, the District shall within one (1) calendar month prior to the end of the twenty-four months, send via Certified Mail Return Receipt and Regular Mail a letter to the employee's last address on record advising him/her that the period shall be extended. However, said extension can be for no more than an additional six (6) months.

2. The Performance Evaluation Program is based on a supervisory rating of the performance of the important tasks and/or responsibilities that make up each employee's job as described in the Official Civil Service job description.
3. As an employee's evaluation period end on June 30th each year, it is the responsibility of the immediate supervisor to provide continuous counseling and an annual evaluation.
4. Employees shall undergo a formal evaluation every six months. The evaluation shall be supervised by the Superintendent or his/her designee and shall be designed to identify the employee's strengths and provide such assistance and suggestion as may be required to maintain or improve the employee's performance.
5. In the event an employee receives an "unsatisfactory" rating, specific objective and criteria will be set forth to improve performance. Any employee who has received and unsatisfactory rating will be reevaluated within three months.
6. All counseling evaluations, memorandums, counseling documents shall be in writing. The probationary employee, if desired shall have the right to submit a written rebuttal within fifteen (15) calendar days. Said rebuttal shall then be attached to the Districts employee evaluation, memorandum, and/or counseling documents.
7. All counseling meetings shall be held during the employee's regular work day and in the presence of a union representative.
8. The Superintendent or his/her designee and, if desired by the employee, the President of the Unit, will cooperatively design a system for improvement that includes specific goals.
9. Nothing in this article is to be interpreted as constituting waiver of an employee's right to defense against charges as provided in the New York State Civil Service Law.