AGREEMENT

by and between the

SAUGERTIES CENTRAL SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME AFL-CIO

Saugerties CSD Unit Ulster County Local 856

July 1, 2019- June 30, 2025

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ARTICLE 1 RECOGNITION

The District recognizes that the CSEA, Local 1000, AFSCME, AFL-CIO Association - as certified by the Public Employment Relations Board is the sole and exclusive collective bargaining agent with respect to wages, hours, and other terms and conditions of employment for all employees covered by this Agreement. The term "Employee" as used in this Agreement applies to all individuals occupying jobs included in the bargaining unit comprised of all regular Custodians, Custodial Workers, Custodial Worker/Bus Driver, Maintenance I, Maintenance II, Bus Driver/Warehouse Manager, Head Bus Driver, Sr. Inventory Control Assistant and School Driver/Messenger.

AGENCY FEE

Upon receipt of an employee authorization for the deduction of Agency Shop Fees, the School District shall deduct an Agency Shop Fee equivalent to the CSEA due for employees of the bargaining unit who choose not to become CSEA members and remit said deductions to CSEA in the same manner as membership dues.

The Union affirms that it has adopted such procedures for refund of Travel Fee Deductions required by the Laws of the State of New York and in the event the district is required to reimburse an employee any money deducted under this Agency Fee provision, should the employee successfully litigate the return of any such deductions, CSEA agrees to repay said sums to the District.

The District shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who sign such authorization permitting such payroll deductions.

The employer shall supply to the Saugerties School District Unit President, or designee, a District wide seniority list of all employees in the bargaining unit on an annual basis. The District will also notify the union of any changes during the year. The seniority list shall contain the employee's name, home address, job title, hire date, and building assignment/location assignment.

Within thirty (30) days of hiring a new employee, the District shall provide the Unit President and the CSEA Labor Relations Specialist the following information regarding the new hire: Name, home address, job title, hire date, and building assignment/location assignment.

Within thirty (30) days of providing the notice of new hire above, the District shall allow CSEA to meet with the new employee for a reasonable amount of time, not to exceed 30 minutes, during the new employee's and CSEA representative's work time. The employee shall give the employer advanced notice of at least two business days of the time and place of the

meeting. There shall be no loss of pay, or charge to accruals, for the new employee or the CSEA representative for this meeting. If the employer conducts new employee orientation, this CSEA meeting shall occur during this orientation process. The District shall notify the CSEA Unit President, or designee, of the schedule(s) for new employee orientation for the purpose of this meeting.

Also, the District will supply copies of all School Board agendas and minutes of their meetings to the CSEA Unit president.

ARTICLE 2 GRIEVANCE PROCEDURE

2.1 Definitions:

A. Grievance - a grievance exists when an employee or group of employees of the Association ("Grievant") claims that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.

B. The employee shall have the right to be represented at all stages by only the Association and a group of employees with a common grievance may file a single grievance through the Association.

C. If a grievance affects a group or class of employees, the grievant may submit such grievance to the Superintendent directly, and the process of such grievance shall be commenced on Step Three of the grievance procedure. The parties may mutually agree to extend the time limits in Steps.

2.2 Procedure:

Step One

An employee who claims to have a grievance shall present his/her grievance to his/her supervisor in writing within twenty (20) calendar days from the date the employee becomes aware of it or should have been aware of it.

Step Two

If a grievance has not been satisfactorily resolved at Step One, it can be presented in writing and processed at Step Two. The written statement shall contain the general nature of the grievance, the contract provision allegedly violated and the redress sought.

The grievance shall be forwarded ten calendar days after the final Step One decision to the Superintendent.

The Association representative shall discuss such grievance with the Superintendent or his or her designee within five calendar days of receipt of the appeal in order to resolve the grievance. Within five calendar days after such meeting, the Superintendent shall render a decision on the grievance, in writing.

Step Three

If the grievant still feels that a satisfactory solution has not been reached, the employee may appeal to the Board by submitting to the Superintendent a written request within ten calendar days of the disposition of the grievance at Step Two. The request for appeal shall contain the original written statement of grievance submitted at Step One, as well as copies of the decision rendered at Step One and Step Two. A hearing by the Board shall take place not later than the next regularly scheduled meeting which is not less than five calendar days after receipt of the appeal or at a Special Meeting of the Board called earlier for such purposes. Within ten calendar days after such hearing, the Board will render its decision in writing to the Superintendent, the immediate superior and the employee.

Step Four

If the Association is not satisfied with the decision rendered at Step Three of the grievance procedure, it may submit the grievance to arbitration by providing written notice to the Superintendent within twenty (20) calendar days after the decision at Step Three. Within five (5) calendar days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association.

The arbitrator shall limit his or her decision strictly to the interpretation or application of the expressed provision of this Agreement relating to issues submitted to him or her. The arbitrator's decision shall be final and binding upon both parties. The arbitrator has no authority to add to or subtract from any provision of the submitted collective bargaining agreement.

2.3 Authorized Grievance Representative

The Association and the District shall designate to each other as soon as possible in each school year the employee and the District representative who shall be certified as the authorized grievance representatives for all grievance matters.

RELEASE TIME

The President of the CSEA Unit or designee shall be given release time with pay for the purpose of processing grievances up to and including the arbitration.

ARTICLE 3 LEAVES: EXTENDED, SICK, INDIVIDUAL, BEREAVEMENT

A. Extended Leave

Any employee whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of two years. Requests will be upon written application to the Superintendent of Schools and approved by the Board.

B. Sick Leave

All members of this unit shall accumulate sick time leave at the rate of twelve (12) days per year.

A doctor's certificate shall be required in the event of illness lasting three (3) or more consecutive work days or in the event the District believes there is potential abuse of sick time, such as a pattern of absences on the day or days before or after a weekend, holiday or school recess period.

C. Individual Leave

A maximum of five days is granted annually to each employee with pay for emergency or personal reasons. These requests are subject to the approval of the Superintendent of Schools or his designated representative.

D. Bereavement Leave

An employee, upon notification of the death of employee's spouse, child, son-in-law, daughter-in-law, parent, guardian, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, or member of the immediate household, shall be granted his or her next three (3) scheduled working days off with pay or four days off with pay if the employee is required to travel beyond a radius of 500 miles. Subject to the approval of the Superintendent days for death other than those specified above and additional days as needed to grieve may be deducted from the employee's accumulated sick leave or can be requested under individual leave.

E. Accumulated Provisions

Individual employees may accumulate, on an annual basis, a maximum of twelve (12) days of Sick Leave and five (5) days of Individual Leave for a total maximum annually of seventeen (17) days.

A maximum of 230 days may be accumulated of Sick and Individual Leaves during an employee's career.

F. Jury Duty

On proof of the necessity to appear for jury duty or to appear as a witness by subpoena or other order of the court for a work related issue, an employee shall be granted a leave of absence with pay of up to ten (10) days per year with no charge against leave. If the employee exhausts this leave in a year, he or she will have the right to request additional days.

- G. Volunteer Firefighter Leave
 - 1. Up to four (4) hours leave shall be granted to employees who are involved in an emergency call. Any hours beyond four (4) hours can either be made up within the same workweek, or deducted from the employee's vacation or personal time.
 - 2. Any employee who is called upon to answer an emergency call, or who is late to work due to a call is required to contact his/her immediate supervisor or in his/her absence contact his/her main office and advise them of same.
 - 3. The District shall have the right to require the employee to submit a letter of active membership in said fire company, and shall have the right to receive a note from the Fire Department's Officer in charge of employee's involvement in a first call, with the times and date of the incident.
 - 4. To qualify for the provisions of this section, volunteer firefighter service must be within the geographic confines of the Saugerties Central School District.

ARTICLE 4 RETIREMENT BENEFITS

- A. Upon Retirement:
 - 1. Individuals employed prior to July 1st, 1984, and who retired prior to July 1, 1997, shall receive 100% paid up Health Insurance coverage on account of its retired employees and their dependents.
 - 2. Individuals employed as of July 1st, 1984, and who retired prior to July 1, 1997, shall be employed by the school district for 15 years to be entitled to receive 100% paid up Health Insurance Coverage for retired employees and their dependents.
 - 3. Individuals who retire from the District with fifteen (15) or more years of service prior to the time of retirement and who retire after June 30, 1997, shall be required to contribute \$15.00 per month for the individual health insurance

coverage, and \$30.00 per month for family health insurance coverage. Individuals who retire after June 30, 1998 with fifteen (15) or more years of service prior to the time of retirement shall be required to contribute \$17.50 per month for individual health insurance premiums, and \$35.00 per month for family health insurance premiums. For those unit members who elect to participate in a District sponsored HMO individual or family health insurance plan, the District shall pay no more than the dollar amount that it would be required to pay for an employee enrolled in its main health insurance plan, less the employee contribution stated above.

Effective July 1, 2008, a retiree enrolled in a family or 2-person coverage shall pay \$1,500 annually and a retiree enrolled in individual coverage shall pay \$1,200 annually.

For Retirees, retiring on or after July 1, 2019

Effective July 1, 2019, a retiree enrolled in a family or 2 person coverage shall pay \$1,800 annually and a retiree enrolled in individual coverage shall pay \$1,500 annually.

The EPO 20 or its replacement plan shall be the only health insurance plan option available to unit members who retire on or after July 1, 2019.

For employees hired prior to July 1, 2013, eligibility for retiree health insurance will be a minimum of fifteen (15) or more years of service prior to the time of retirement. Employees hired on or after July 1, 2013 must have a minimum of twenty (20) or more years of service in order to be eligible for retiree health insurance.

The District shall implement a Section 125 Internal Revenue Code premium-only plan to allow for bargaining unit members to have the entire amount of the employee premium contribution paid for on a "before tax" basis.

<u>For employees hired prior to July 1, 2013</u>, the District shall provide surviving spouse and dependent health insurance coverage for a retiree's spouse and dependents in accordance with the terms set forth below:

The District shall pay the full cost of the premiums for the surviving spouse to be covered under the District's health insurance plan until such time that the surviving spouse becomes Medicare eligible. Upon becoming Medicare eligible, the District shall provide the surviving spouse with a Medicare Gap Insurance Plan, at the District's expense. Alternatively, the District shall reimburse the Medicare eligible surviving spouse the cost of a Medicare Gap Insurance Plan, at his/her choosing. However, said reimbursement shall not exceed 50% of the then current cost of a regular individual full district health insurance plan.

The District shall pay the full cost of the premiums for the surviving dependent(s) to be covered under the District's health insurance plan until such time that the surviving dependent reaches age 26, provided the plan allows for the surviving dependent(s) continued participation. If continued participation is not permitted under the plan, then the District shall reimburse the surviving dependent(s) the cost of the insurance coverage up to an amount not to exceed the then current cost of a regular individual full district health insurance plan.

The obligation for surviving spouse and dependent coverage shall only apply to someone who was: (a) a spouse or dependent at the time of retirement; and (b) a spouse or dependent at the time of death.

The obligation for surviving dependent coverage shall extend only until reaching age 26.

For employees hired on or after July 1, 2013, the District shall not provide surviving dependent and/or surviving spousal coverage for the dependents and/or spouse of any deceased retiree. However, said surviving dependents and/or surviving spouse may continue coverage in the District's health insurance plan at their own cost, provided such continuation of coverage is allowable under the plan.

4. The employee must be eligible for retirement under the New York State Employees Retirement System as well as the Rules and Regulations of the health insurance plan in effect.

B. 1. For employees hired before July 1, 2019:

The District will provide a cash amount equal to \$35.00 for each of the unused accumulated sick and/or individual leave days at the time of retirement if the employee retires with under 15 years of service to the District; \$40.00 for each such day if the employee retires with 15 to 19 years of service; and \$50.00 for each such day if the employee retires with 20 or more years of service.

2. For employees hired on or after July 1, 2019:

For individuals hired on or after July 1, 2019 who have at least fifteen years of service to the District and who retire from the District in accordance with the requirements of the New York State Employees' Retirement System, will be eligible for a payout of unused accumulated sick and/or individual leave days into an employer non-elective IRC 403(b) account as follows:

0–75 days	\$0/day	\$0
76 – 100 days	\$25/day	\$625.00
101-140 days	\$40/day	\$1,600.00
141-180 days	\$45/day	\$1,800.00
181-220 days	\$50/day	\$2,000.00
221-230 days	\$55/day	\$550.00

A retiree who meets the requirements above and has 230 accumulated days will receive \$6575. In addition, a retiree with 230 accumulated sick leave days will receive an extra \$1,500, for a payout of \$8,075. If the employee works for 20 or more years for the District and has 230 accumulated days, the District will give an additional bonus of \$2,000 for a maximum payout of \$10,075.

C. The District agrees to provide coverage under the New York State Employees Retirement System 75i for all affected employees. The District also agrees to adopt section 60b Death Benefit and continue option 41j of the retirement coverage which allows up to 165 days of accumulated sick leave to be applied as additional service credit towards retirement credit.

ARTICLE 5 INSURANCE COVERAGE

A. Health Insurance

All full-time members hired prior to July 1, 2019 shall have the option to enroll in either the DEHIC Alternate PPO plan or the EPO 20 Plan or the EPO 20 replacement Plan. CDPHP and MVP shall only be health insurance options for unit members enrolled in these plans as of June 30, 2019. A unit member enrolled in CDPHP or MVP who elects a different plan option shall forfeit his/her right to re-enroll in CDPHP or MVP.

All full time unit members hired on or after July 1, 2019 shall have the option to enroll in the EPO20 Plan or its replacement plan.

If the EPO 20 should no longer be offered by DEHIC, unit members shall be entitled to enroll in the plan DEHIC offers in its place. The District's contribution rate shall be the same percentage contribution as the EPO 20.

If DEHIC ALT PPO Plan is no longer an available option, the District shall be under no obligation to provide a replacement plan for the ALT PPO. Any employee or retiree enrolled in the DEHIC ALT PPO Plan shall be automatically moved to the EPO 20 or its replacement plan.

i. Employees hired prior to November 12, 2013:

For employees enrolled in the EPO 20 Plan:

Effective July 1, 2018, an employee enrolled in family or 2-person coverage shall pay 4% of his/her annual base salary and an employee enrolled in individual coverage shall pay 2.5% of his/her annual salary base.

Effective July 1, 2022, an employee enrolled in family or 2 person coverage shall pay 4.25% of his/her annual salary base and an employee enrolled in individual coverage shall pay 2.75% of his/her annual salary base.

For employees enrolled in the ALT PPO Plan:

Effective July 1, 2019, an employee enrolled in the ALT PPO Plan (family or individual) shall pay 35% of the annual premium and the District shall pay the remaining 65%.

ii. Employees hired after November 12, 2013:

For employees enrolled in the DEHIC ALT PPO/MVP/CDPHP Plans

Effective through June 30, 2019:

Unit members hired on or after November 12, 2013, but prior to July 1, 2019, shall contribute 18% of the cost of the health insurance premiums (individual, two-person [if offered] or family), with the District paying the remaining 82% of the premiums.

Effective July 1, 2019:

Effective July 1, 2019, unit members hired on or after November 12, 2013, but prior to July 1, 2019, who are enrolled in the DEHIC ALT PPO, MVP or CDPHP Plans shall contribute 35% of the cost of the health insurance premiums, with the District paying the remaining 65% of the premiums.

For employees enrolled in the EPO 20 Plan:

Unit members hired on or after November 12, 2013, but prior to July 1, 2019, shall contribute 10% of the cost of the EPO 20 insurance premiums (individual, two-person [if offered], or family), with the District paying the remaining 90% of the premiums.

iii. Employees hired on or after July 1, 2019

The EPO 20 or its replacement plan shall be the only health insurance plan option available to unit members who are hired on or after July 1, 2019.

Unit members enrolled in the EPO 20 shall contribute 18% of the cost of the health insurance premiums (individual, two-person [if offered], or family), with the District paying the remaining 82% of the premiums.

Deductions for health insurance contributions will be made in equal installments throughout the year. For those unit members who elect to participate in a District sponsored HMO individual or family health insurance plan, the District shall pay no more than the dollar amount that it would be required to pay for an employee enrolled in its main health insurance plan, less the employee contribution stated above.

If an employee is able to be covered under another health insurance plan, the employee can waive coverage in the District's plan and, in return, receive \$1,500 for each year in which coverage is waived. By March 31 of each year an employee must notify the District, in writing, of his or her intention to participate in the insurance waiver program or of the intention to reenter the District's program. An employee who decides to waive coverage shall be paid \$750.00 in two separate checks in the applicable year, the first paycheck in December and the second paycheck at the end of June. An employee will have the right to re-enter the District's health insurance program subject to the requirements of the District's health insurance plan. An employee who returns to the District's coverage during a year in which the coverage was waived shall be responsible to return any monies received for each month of the year the employee is covered by the District's plan.

B. Dental Insurance

The employer agrees to provide full time employees who are members of this unit Dental Insurance using the Delta Dental Plan offered by the District.

C. Individual Vision Coverage

The Employer agrees to provide full-time employees with Platinum EBF family vision coverage.

D. Disability Insurance

Effective starting in the 2000-2001 school year, employees may purchase disability insurance through a payroll deduction plan.

E. Flexible Spending Account

The District shall establish an Ameriflex or similar flexible spending account for Unit participation.

ARTICLE 6 HEALTH EXAMINATIONS AND TINE TESTS

A. Health Examinations and Tine Tests

The Board of Education will bear the expense of required health examinations and tine tests for members of this unit.

- 1. Health Examinations will be required at the time of hiring and at other times in the interest of health and well-being of the educational program. Each employee may have the privilege of seeing his own private physician, if desired, at his own expense.
- 2. Tine tests will be administered to all new personnel whose report will be submitted within 60 days following notification of appointment. Tine tests will also be required for all negative reactors every two years. All positive reactors who have not taken or do not choose to take chemoprophylaxis for at least one year shall be x-rayed annually for at least five years and every two years thereafter.
- B. Flu Shots

The District will offer flu shots to bargaining unit members who agree to sign the Saugerties Central School District Flu Shot Release and any release required by the administering physician at no cost to the employees.

ARTICLE 7 HOLIDAYS

Maintenance and custodial personnel will have the following holidays in conjunction with the school calendar:

- Independence Day and either the work day before or after (by discretion of the Superintendent with notification to the Union by May 15th)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the day after
- Christmas, 3 day holiday The District, in consultation with the Union, shall determine the three days in order to ensure that the District's needs are covered. If December 24th is not one of the three days, then the Union member with advance approval of his or her supervisor and the Superintendent can flex December 24th for one of the three designated Christmas holiday days.

- New Year's Day
- Martin Luther King Day
- Washington's Birthday 2 day holiday*
- Good Friday and the day after Easter*
- Memorial Day

*The District shall have the right to require employees to work if school is in session on the days with an asterisk. In such circumstances employees shall be paid their regular rate of pay for working on the holiday and shall receive a floating holiday to be utilized after being approved, in writing, by the employee's supervisor.

ARTICLE 8 VACATION PLAN

- A. Vacation benefits shall be accrued on a school year basis with accumulated days becoming available for use on the first day of July.
- B. First year employees shall have vacation days prorated from the date of employment to June 30th, the end of the school year.
- C. Employees having completed one (1) year or more of continuous service with the school district shall be granted two (2) weeks vacation with pay.
- D. Employees having completed five (5) years of continuous service with the district shall receive three (3) weeks vacation with pay.
- E. Employees having completed six (6) years of continuous service with the district shall receive three (3) weeks and one (1) day vacation with pay.
- F. Employees having completed seven (7) years of continuous service with the district shall receive three (3) weeks and two (2) days vacation with pay.
- G. Employees having completed eight (8) years of continuous service with the district shall receive three (3) weeks and three (3) days vacation with pay.
- H. Employees having completed nine (9) years of continuous service with the district shall receive three (3) weeks and four (4) days vacation with pay.
- I. Employees having completed ten (10) years of continuous service with the district shall be granted four (4) weeks vacation with pay.
- J. The vacation payment shall be at straight time rates with a payment based on their vacation schedule.

- K. The granting of vacations shall be arranged in order that continuous and efficient operation of the plan may be assured. Employees with the greatest seniority shall have preference in the allotment of vacation time. Vacation leave requests may be denied at the discretion of their supervisor, based on staffing/approvals already granted, or the business needs of the District.
- L. Employees will be allowed to carry over up to two (2) weeks vacation in any given year. At no time shall an employee be entitled to carry over more than two weeks beyond his or her annual allocation.
- M. Employees who plan to retire at a time other than the end of the school year shall have their vacation days pro-rated for their final year of service and will be eligible to utilize the pro-rated amount of vacation days during their final pro-rated work year.

ARTICLE 9 WORKING HOURS

A. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This section shall not be considered as any basis for the calculation or payment of overtime which is covered solely by the section entitled Overtime.

B. The normal workday for twelve month, full time employees shall be $7\frac{1}{2}$ hours per day, exclusive of lunch. Employees shall earn overtime after working forty (40) hours in a workweek.

Notwithstanding the above, employees shall earn time and one half when they are called in to work on the sixth or seventh day of their work week.

C. The normal workweek for twelve month, full time employees shall be thirty-seven and one half (37 ½) hours per week, Monday through Friday; provided, however, that employees hired to jobs in the unit or who voluntarily accept a position in a new job classification after June 30, 1996, may be scheduled on a Tuesday through Saturday schedule or a Wednesday through Sunday schedule. The posting of open positions shall reference the initial schedule or work hours. The provision set forth above shall not apply in the case of a lateral transfer within a job classification.

D. During an officially declared "State of Emergency", the District will have the right to call employees in to work and pay such employees at the rate of double-time for all hours worked. Employees who are not called in to work will receive their regular rate of pay during a "State of Emergency".

E. On an experimental basis for the summer of 2008 and subject to the guidelines set forth below, the District will allow employees to work a four-day work schedule from the first fiveday workweek following the 4th of July holidays through the week immediately preceding the full week prior to Labor Day, provided there is sufficient coverage. Employees who opt for the 4-day workweek option will be required to work the same number of hours as the employee would have worked during a 5-day period. The schedule shall be a set weekly schedule for the summer time-period and must be mutually agreed upon by the employee and the District Superintendent or his/her designee.

With the exception of sick leave and bereavement leave, employees on a 4 day workweek may not utilize any leave accruals unless taken in a full week allotment and approved in advance by the Superintendent or his/her designee. Employees who use sick leave and/or bereavement leave while working the 4 day work week will be charged 1 day for each day used, provided the employee works an additional 2 hours during the same payroll period. The additional hours must be pre-approved by the employee's supervisor and must not result in the employee being eligible for overtime payment. Should the employee not make-up the additional 2 hours, then any sick leave accruals used while on the 4 day workweek will be charged at a rate of 1.25 days per day used.

For the summer of 2009 and thereafter, the District shall have the sole discretion of deciding whether or not to offer the 4 day work week option. Said decision shall be made by the Board of Education, with input from the administration, by no later than May 15th preceding the summer period.

ARTICLE 10 OVERTIME

A. Pre-scheduled overtime assignments shall be rotated among the employees assigned to a specific building according to seniority within a job classification. Rejection of an overtime opportunity shall result in the employee's forfeiture of that overtime opportunity. Once overtime is worked or forfeited, the employee's name will go to the bottom of the seniority list.

- B. 1. The payroll week shall consist of seven consecutive days beginning at 12:01 a.m. on Sunday.
 - 2. The regular rate of pay, as the term is used in Section C below, shall mean the standard hourly wage rate which the employee would have received for the work assigned had it been performed during non-overtime basis of hours.
- C. 1. Overtime at the rate of one-and-one half times the regular rate of pay shall be paid for:
 - a. Hours worked in excess of forty (40) hours in a workweek.
 - 2. In the event that an employee is required to work a holiday as defined in Article 7, s/he shall receive double time for actual time worked, or a minimum of two hours, whichever is greater, and a full day of holiday pay for working on the holiday.

- D. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of this Agreement.
- E. When overtime is assigned, such overtime assignments shall be rotated among all employees from time to time in the job classification to which assigned, whenever practical. Nothing herein shall restrict the District in assigning any employee to specific overtime assignments involving special skills or when emergency assignments are made by the District.
- F. Any employee who has completed his normal workday and is required to leave the premises and report back to work in the same 24 hour period shall be paid for two (2) hours or actual work hours, whichever is greater. This section shall not be applicable when the employee leaves his work through no fault of the District or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which case he shall be paid for the time actually worked, if any.
- G. Any day shift employee who is required to work prior to the start of his/her normal work day due to inclement weather conditions shall be paid at the rate of time and one-half for all hours worked prior to the commencement of his/her normal work day. In such circumstances, the employer shall have the option of having the employee work a seven and one-half (7½) hour day or work until the completion of his/her normal work shift. This provision is not intended to prevent the District from assigning night shift employees to work the day shift in inclement weather conditions. Night shift employees are not entitled to time and one-half when working during the regular day shift during inclement weather conditions.
- H. On days of early dismissal or cancellation of afterschool activities due to inclement weather, the Superintendent or his/her designee has the discretion to permit the evening shift employees to leave early without the loss of pay or use of leave accruals. If the Superintendent does not release the unit early, employees may use time accrued (vacation or individual) to cover their absence.

ARTICLE 11 SENIORITY

A. The parties to this Agreement recognize that job security in the event of promotions and transfers should increase in proportion to length of continuous service, and that in the administration of this section the intent will be that wherever practicable, full consideration shall be given to continuous service in such cases. In recognition, however, of the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion and transfer the following factors as listed below shall be considered, however, where Factor 1 is relatively equal between employees shall Factor 2 be the determining Factor:

- 1. Ability to perform the work;
- 2. Length of continuous service

Final decision to promote and transfer shall be vested exclusively in the District, subject to the Agreement. The District reserves the right to assign personnel to buildings within the District which it deems appropriate.

- B. Job security in the event of decrease of forces, reduction of hours worked per day or recalls after layoffs will normally be based on length of continuous service, provided that the ability of the employee so retained or recalled is substantially equal.
- C. Continuous service shall be calculated from the date of first employment or reemployment following a break in continuous service, in accordance with the following provisions:
 - 1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
 - 2. Continuous service shall be broken by:
 - a. Quitting.
 - b. Discharge.
 - c. Absence for ten (10) consecutive working days without notice to and permission from the supervisor, except where such notice could not reasonably have been supplied under the circumstances.
 - d. Retirement.
 - 3. Absence due to a Workmen's Compensation disability shall not break continuous service provided such individual is returned to work within ten (10) days after the final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.
- D. Competitive class employees hired prior to July 1, 2008, including those hired after a break in continuity of service, shall be regarded as probationary employees for the first six (6) months of actual work from the date of hire. Competitive class employees hired on or after July 1, 2008, including those hired after a break in continuity of service, shall be regarded as probationary employees for the first twelve (12) months of actual work from date of hire.
- E. When permanent or long term temporary vacancies occur in the positions of, or new positions are created in, the present facilities, such vacancies or new positions shall be posted by the District in all school buildings for five (5) workdays. Permanent or long term temporary vacancies shall be defined using fifteen (15) days, exclusive of vacation days, as per the June 10, 2012 memorandum from the Superintendent to the CSEA Unit President. If any employee in such department is interested in being considered for the

position, he or she must file a written application with the Superintendent within five (5) workdays of the posting of the notice. Any employee who transfers or is promoted from his present position to any other shall maintain all his continuous service with the District. When an employee is returned to the bargaining unit from a non-bargaining unit job by the District his relative job seniority shall be determined by his continuous service on both his bargaining unit and non-bargaining unit job.

F. The District shall give the employee a 30-day notification of intent to layoff. The employee shall give the District fourteen (14) days notice prior to the effective date of resignation.

ARTICLE 12 SALARY SCHEDULE

For employees hired on or after July 1, 2008, the "Job Rate" shall be changed to the "5L" rate. This would be payable starting at the beginning of the fiscal year following the employee's fifth year of employment. Then, a new "Job Rate" would be created which would be the midpoint between the Hiring Rate and 5L.

1. For unit members hired prior to July 1, 2019:

The salary schedules for those hired prior to July 1, 2019 shall be increased as follows:

 $\begin{array}{l} July \ 1, \ 2019 - 2\% \\ July \ 1, \ 2020 - 2\% \\ July \ 1, \ 2021 - 2\% \\ July \ 1, \ 2022 - 2\% \\ July \ 1, \ 2023 - 2\% \\ July \ 1, \ 2024 - 2\% \end{array}$

Additionally during the first year of the contract (2019-2020), each employee who is enrolled in the DEHIC EPO 20 Plan as of July 1, 2019 and hired prior to July 1, 2019, shall receive an additional salary increase of 1.25% (to be applied after the increase to the salary) effective as of July 1, 2019.

A unit member who received the salary increase of 1.25% and elects to leave the EPO 20 and enroll in the ALT PPO shall have their based salary reduced by the 1.25%.

For employees hired prior to July 1, 2019, add a 32 L to the salary schedule that is 1.75% greater than 30 L.

		CJEA WIEW		D PRIOR TO	JOLT 1, 20			iiceiitive)		
	Step	1	2,3,4,5	6,7,8,9,10	.,12,13,14,	5,17,18,19,	,22,23,24,	5 ,27,28,29 ,:	31,32	33,34,35
	CUSTODIAL	WORKER		RIVER/MES	SENGER (F	ffective 1/	12/21)			
		HIRING RAT		5L	10L	15L	20L	25L	30L	32L
	2018-2019	43,688	45,392	47,094	48,939	50,782	52,626	54,172	55,629	56,603
20/	2018-2019	43,088	46,300	48,036	49,918	51,798	53,679	55,255	56,742	57,735
	2019-2020	44,302	40,300	48,030	50,916	52,834	54,752	56,361	57,876	58,889
	2020-2021	46,362	47,220	48,997	51,934	53,890	,		59,034	60,067
			· ·	,	,		55,847	57,488		61,268
	2022-2023	47,289	49,134	50,976	52,973	54,968	56,964	58,638	60,215	
Ζ%	2023-2024	48,235	50,116	51,996	54,033	56,067	58,103	59,810	61,419	62,494
	CUSTODIAN	N/HEAD BU	S DRIVER							
		HRING RAT		5L	10L	15L	20L	25L	30L	32L
	2018-2019	48,511	51,776	55,039	56,882	58,724	60,569	62,117	63,574	64,687
2%	2010-2019	49,481	52,812	56,140	58,020	59,898	61,780	63,359	64,845	65,980
	2020-2021	50,471	53,868	57,263	59,180	61,096	63,016	64,627	66,142	67,300
	2020 2021	51,480	54,945	58,408	60,364	62,318	64,276	65,919	67,465	68,646
	2021-2022	52,510	56,044	59,576	61,571	63,565	65,562	67,237	68,815	70,019
	2022-2023	53,560	57,165	60,768	62,802	64,836	66,873	68,582	70,191	71,419
270			07)200					00,002	, 0,202	
	BUS DRIVE	R/WAREHO	USE MGR;	SR. INVEN	TORY CON ⁻	TROL ASSIS	TANT or H	EAD BUS DR	RIVER (Effe	ective 1/12/2
	H	HIRING RAT	JOB RATE	5L	10L	15L	20L	25L	30L	32L
	2018-2019	56,743	58,871	60,999	62,842	64,684	66,528	68,077	69,534	70,751
2%	2019-2020	57,878	60,048	62,219	64,099	65,978	67,859	69,439	70,925	72,166
2%	2020-2021	59,035	61,249	63,463	65,381	67,297	69,216	70,827	72,343	73,609
	2021-2022	60,216	62,474	64,733	66,688	68,643	70,600	72,244	73,790	75,081
	2022-2023	61,420	63,724	66,027	68,022	70,016	72,012	73,689	75,266	76,583
2%	2023-2024	62,649	64,998	67,348	69,383	71,416	73,452	75,163	76,771	78,115
	MAINTENA				101	151	201	251	201	221
	1 2018-2019	HRING RAT		5L 62,982	10L	15L	20L	25L	30L	32L
7 0/		58,159	60,571 61,782	,	64,822	66,667	68,512	70,062	71,515	72,767
	2019-2020 2020-2021	59,322 60,509		64,242 65,526	66,118 67,441	68,000 69,360	69,882 71,280	71,463 72,893	72,945 74,404	74,222 75,706
	2020-2021 2021-2022	61,719	63,018 64,278	66,837	68,790	70,748	72,705	72,893	75,892	75,706
	2021-2022 2022-2023	62,953	65,564	68,174	70,165	70,748	72,705	75,837	75,892	77,220
	2023-2023	64,212	66,875	69,537	71,569	73,606	75,643	77,354	78,958	80,340
	MAINTENA	NCE II								
	ŀ	HRING RAT	JOB RATE	5L	10L	15L	20L	25L	30L	32L
	2018-2019	60,716	63,269	65,820	67,667	69,506	71,352	72,901	74,358	75,659
2%	2019-2020	61,930	64,534	67,136	69,020	70,896	72,779	74,359	75,845	77,172
2%	2020-2021	63,169	65,825	68,479	70,401	72,314	74,235	75,846	77,362	78,716
	2021-2022	64,432	67,142	69,849	71,809	73,760	75,719	77,363	78,909	80,290
201	2022-2023	65,721	68,484	71,246	73,245	75,236	77,234	78,910	80,487	81,896
	2023-2024	67,035	69,854	72,671	74,710	76,740	78,778	80,489	82,097	83,534

			CSEA MEMBER HIRE	D PRIOR TO JULY	1, 2019 (With EP	O 20 Incentive)					
		Step	1	2,3,4,5	6,7,8,9,10	11,12,13,14,15	16,17,18,19,20	21,22,23,24,25	26,27,28,29,30	31,32	33,34,35
			WORKER; SCHOOL DRIV	ER/MESSENGER	(Effective 1/12/2	1)					
			HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L	32L
		2018-2019	43,688	45,392	47,094	48,939	50,782	52,626	54,172	55,629	56,603
	2%	2019-2020	44,562	46,300	48,036	49,918	51,798	53,679	55,255	56,742	57,735
PO 20		2019-2020	45,119	46,879	48,636	50,542	52,445	54,350	55,946	57,451	58,456
		2020-2021	46,021	47,816	49,609	51,553	53,494	55,436	57,065	58,600	59,625
		2021-2022	46,942	48,772	50,601	52,584	54,564	56,545	58,206	59,772	60,818
		2022-2023	47,880	49,748	51,613	53,635	55,655	57,676	59,370	60,967	62,034
		2022-2023	48,838	50,743	52,646	54,708	56,768	58,830	60,558	62,187	63,275
	270	2023 2024	40,050	50,745	52,040	54,700	50,700	50,050	00,550	02,107	03,213
		CUSTODIAN/	HEAD BUS DRIVER								
			HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L	32L
		2018-2019	48,511	51,776	55,039	56,882	58,724	60,569	62,117	63,574	64,687
	2%	2019-2020	49,481	52,812	56,140	58,020	59,898	61,780	63,359	64,845	65,980
PO 20		2019-2020	50,100	53,472	56,842	58,745	60,647	62,553	64,151	65,656	66,805
		2020-2021	51,102	54,541	57,978	59,920	61,860	63,804	65,434	66,969	68,141
		2021-2022	52,124	55,632	59,138	61,118	63,097	65,080	66,743	68,309	69,504
		2022-2023	53,166	56,745	60,321	62,341	64,359	66,381	68,078	69,675	70,894
		2022-2023	54,230	57,879	61,527	63,587	65,646	67,709	69,439	71,068	72,312
	270	2023-2024	54,230	57,875	01,527	03,387	03,040	07,705	03,435	71,008	72,512
		BUS DRIVER	WAREHOUSE MGR; SR	. INVENTORY COI	NTROL ASSISTAN	T or HEAD BUS DRIV	ER (Effective 1/12/21	L)			
			HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L	32L
		2018-2019	56,743	58,871	60,999	62,842	64,684	66,528	68,077	69,534	70,751
	2%	2019-2020	57,878	60,048	62,219	64,099	65,978	67,859	69,439	70,925	72,166
PO 20	1.25%	2019-2020	58,601	60,799	62,997	64,900	66,802	68,707	70,307	71,811	73,068
	2%	2020-2021	59,773	62,015	64,257	66,198	68,138	70,081	71,713	73,247	74,529
	2%	2021-2022	60,969	63,255	65,542	67,522	69,501	71,483	73,147	74,712	76,020
	2%	2022-2023	62,188	64,520	66,853	68,872	70,891	72,912	74,610	76,207	77,540
	2%	2023-2024	63,432	65,811	68,190	70,250	72,309	74,370	76,102	77,731	79,091
		MAINTENAN									
			HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L	32L
		2018-2019	58.159	60,571	62,982	64,822	66,667	68,512	70.062	71,515	72,767
	2%	2019-2020	59,322	61,782	64,242	66,118	68,000	69,882	71,463	72,945	74,222
PO 20		2019-2020	60,064	62,555	65,045	66,945	68,850	70,756	72,357	73,857	75,150
		2020-2021	61,265	63,806	66,346	68,284	70,227	72,171	73,804	75,334	76,653
		2021-2022	62,490	65,082	67,672	69,649	71,632	73,614	75,280	76,841	78,186
		2022-2023	63,740	66,384	69,026	71,042	73,065	75,087	76,785	78,378	79,749
		2023-2024	65,015	67,711	70,406	72,463	74,526	76,588	78,321	79,945	81,344
		MAINTENAN			F 1	101	151	201	251	201	221
		2018-2019	HIRING RATE 60,716	JOB RATE 63,269	5L 65,820	10L 67,667	15L 69,506	20L 71,352	25L 72,901	30L 74,358	32L 75,659
	20/						,		,	,	
PO 20		2019-2020 2019-2020	61,930	64,534	67,136	69,020	70,896	72,779	74,359	75,845	77,172
PU 20			62,704	65,341	67,976	69,883	71,782	73,689	75,289 76,794	76,793	78,137
		2020-2021	63,959	66,648	69,335	71,281	73,218 74,682	75,163	,	78,329 79,896	79,700
		2021-2022	65,238	67,981	70,722	72,706		76,666	78,330		81,294
		2022-2023	66,542	69,340	72,136	74,160	76,176	78,199	79,897	81,494	82,920
	۷%	2023-2024	67,873	70,727	73,579	75,644	77,699	79,763	81,495	83,123	84,578

Shift differential is \$0.23 in each year of the contract.

2. For unit members hired on or after July 1, 2019

A new salary schedule will be instituted that reduces the 2018-2019 schedule as follows:

Hire/job rate	6%
5 L salary	5%
10L salary	4.5%
15L salary	3.5%
20L salary	3.0%
25L salary	2.5%
30L salary	2.5%

				CSEA MEMBER	R HIRED ON OR AFTER	JULY 1, 2019			
	Step	1	2,3,4,5	6,7,8,9,10	11,12,13,14,15	16,17,18,19,20	21,22,23,24,25	26,27,28,29,30	31,32, 33, 34, 3
	CUSTODIAL WO	DRKER; SCHOOL DRIV HIRING RATE		5L	10L	15L	20L	25L	30L
20/	2019-2020	41,888	JOB RATE 43,521	45,634	47,672	49,985	52,068	53,874	55,32
	2019-2020	42,726	44,392	45,634	47,672	50,985	53,109	54,952	56,42
	2020-2021		,	,			,	,	
	2021-2022	43,581 44,452	45,280 46,185	47,477	49,598	52,004	54,171	56,051	57,55
				48,427	50,590	53,045	55,255	57,172	58,70
	2023-2024	45,341	47,109	49,395	51,601	54,105	56,360	58,315	59,88
2%	2024-2025	46,248	48,051	50,383	52,633	55,188	57,487	59,482	61,08
	CUSTODIAN/H	EAD BUS DRIVER							
		HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L
2%	2019-2020	46,512	49,642	53,333	55,408	57,802	59,927	61,775	63,22
	2020-2021	47,442	50,635	54,399	56,517	58,958	61,126	63,011	64,48
2%	2021-2022	48,391	51,648	55,487	57,647	60,138	62,348	64,271	65,77
2%	2022-2023	49,359	52,681	56,597	58,800	61,340	63,595	65,556	67,09
2%	2023-2024	50,346	53,735	57,729	59,976	62,567	64,867	66,868	68,43
2%	2024-2025	51,353	54,809	58,884	61,175	63,818	66,164	68,205	69,80
				ASSISTANT or	HEAD BUS DRIVER (Ef	factive 1/12/21)			
	DOS DIAVER, N	HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L
2%	2019-2020	54,405	56,446	59,108	61,214	63,668	65,823	67,703	69,15
	2020-2021	55,493	57,575	60,290	62,439	64,942	67,139	69,057	70,53
	2021-2022	56,603	58,726	61,496	63,687	66,241	68,482	70,438	71,94
	2022-2023	57,735	59,901	62,726	64,961	67,565	69,852	71,846	73,38
	2023-2024	58,890	61,099	63,980	66,260	68,917	71,249	73,283	74,85
2%	2024-2025	60,068	62,321	65,260	67,586	70,295	72,674	74,749	76,34
	MAINTENANCE	-							
	WAINTENANCE	HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L
2%	2019-2020	55,762	58,076	61,030	63,143	65,621	67,786	69,676	71,12
	2020-2021	56,878	59,237	62,250	64,406	66,933	69.142	71.070	72,54
	2021-2022	58,015	60,422	63,495	65,694	68,272	70,525	72,491	73,99
	2022-2023	59,175	61,630	64,765	67,008	69,637	71,935	73,941	75,47
	2023-2024	60,359	62,863	66,060	68,348	71,030	73,374	75,420	76,98
2%	2024-2025	61,566	64,120	67,382	69,715	72,451	74,841	76,928	78,5
	MAINTENANCE								
		HIRING RATE	JOB RATE	5L	10L	15L	20L	25L	30L
2%	2019-2020	58,214	60,662	63,780	65,914	68,414	70,595	72,500	73,94
	2020-2021	59,379	61,876	65,055	67,233	69,783	72,007	73,950	75,42
	2021-2022	60,566	63,113	66,356	68,577	71,178	73,447	75,429	76,9
	2021-2022	61,778	64,375	67,683	69,949	72,602	74,916	76,937	78,47
			0-,575	07,005	05,545	12,002	,	,0,001	,
2%	2022-2023	63,013	65,663	69,037	71,348	74,054	76,415	78,476	80,04

Shift differential is \$0.23 in each year of the contract.

Longevity

Longevity is payable and will take effect starting at the beginning of the fiscal year following the longevity anniversary date for any employee hired between January 1^{st} and June 30^{th} .

Longevity is payable and will take effect starting January 1^{st} following the longevity anniversary date for any employee hired between July 2^{nd} and December 31^{st} .

Longevity is payable and will take effect starting July 1^{st} for any employee hired July 1^{st} .

Stipends

Unit members serving in the following positions shall receive the listed annual stipend:

- Maintenance Foreman \$5,304
- Security Equipment Manager \$2,958

Nothing herein shall require the District to fill the listed stipend position in any given year.

ARTICLE 13 LABOR/MANAGEMENT COMMITTEE

There shall be a Labor/Management Committee established consisting of three (3) representatives from the Union and three (3) representatives from the School District. This article is not applicable to disciplinary proceedings.

It shall be the duty of the committee to work toward the successful implementation of this agreement, and to address other labor issues that may arise.

Safety Committee

Effective starting in the 2000-2001 school year, a safety committee will be established. The Committee shall be composed of representatives chosen by the Association and District. The Committee shall meet quarterly or more regularly if necessary.

ARTICLE 14 GEAR

The District agrees to supply to each elementary school one (1) raincoat and one (1) pair of boots. The District also agrees to supply two (2) raincoats and two (2) pairs of boots for the Maintenance Shop. The District agrees to provide six (6) shirts for each member of the unit each year. Employees shall be required to wear all District provided shirts. The District agrees to provide employees with their annual allotment of shirts no later than September 1 of each year. In the event that the District fails to meet the September 1 deadline, employees shall not be required to wear District provide shirts until the time when shirts are distributed to the employees. The District will provide a shoe allowance of up to \$160.00 per year. Employees may purchase multiple pairs of shoes throughout the year for reimbursement up to a maximum provided above. The District reserves the right to reject a purchase that it does not deem work appropriate for the unit member's position and responsibilities.

The District agrees to provide District issued cell phones to Maintenance employees, provided each maintenance employee issued a cell phone agrees to, and signs off on, a District

issued cell phone policy. The Union consents to the District's implementation of a cell phone policy.

Unit members who are identified as part of the District Safety Plan- Emergency Response Phone List, shall be either (1) provided with a district-owned cell phone; or (2) compensated \$40.00 per month for use of their personal cell phone. Unit members who are provided with a district-owned cell phone will be required to comply with the District's policy on the use of District issued cell phones. Unit members who are part of the Emergency Response Phone List will be required to respond, as instructed, when contacted in an emergency situation.

ARTICLE 15 OUT-OF-TITLE PAY

Unit members who are directed by the District to work out of title for a minimum of two consecutively scheduled days will be eligible to receive the rate of pay of the higher title for all days worked in the higher title. Unit members who work out of title for less than two consecutively scheduled days will be ineligible for out-of-title pay. Out-of-title work will only be available to unit members working out of title in bargaining unit positions.

ARTICLE 16 EVALUATIONS

Each unit member will be evaluated by an immediate supervisor or building administrator at least once a year. It will be the responsibility of the immediate supervisor or building principal to prepare a general evaluation and schedule a conference with the employee. The administrator or supervisor will make every attempt to complete a general evaluation report and hold a conference prior to the last day of the school year. Unit members will be given the opportunity to review and respond to the general evaluation. After discussing the evaluation with the administrator or supervisor, the unit member shall date and sign the evaluation indicating the evaluation has been reviewed by him/her and that such signature shall not necessarily indicate his/her agreement with the contents of the evaluation. The evaluation form will provide space for any comments that the unit member may have concerning the evaluation. A copy of the written evaluation will be given to the unit member as soon as possible after the general evaluation conference.

ARTICLE 17 DURATION

A. In the event either party desires to modify, amend, or change this Agreement, or terminate, the party desiring such modification, amendment or change shall notify the other in writing no later than March 1, 2025. The parties shall then commence negotiations within ten days thereafter.

B. This Agreement shall commence July 1, 2019 and continue in effect through June 30, 2025.

CSEA UNIT PRESIDENT

DATE

CSEA LABOR RELATIONS SPECIALIST DATE

SUPERINTENDENT OF SCHOOLS

DATE

BOARD OF EDUCATION PRESIDENT

DATE