

RESOLUTION

WHEREAS, negotiations have been ongoing between the Bargaining Team for the Hendrick Hudson Central School District Board of Education and the Bargaining Team for CSEA, Local 1000 (Hendrick Hudson CD Unit #9162-00) for a successor to the 2019-2022 Agreement between the parties; and

WHEREAS, those negotiations have resulted in a tentative agreement contained in a Memorandum of Agreement dated February 22nd, 2023, which has been ratified by the membership of the Unit; and

WHEREAS, the Board of Education of the Hendrick Hudson Central School District has reviewed the terms of the Memorandum of Agreement and finds that a settlement consistent with the terms contained therein is in the best interest of the District;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Hendrick Hudson Central School District hereby approves and ratifies the terms of the aforesaid Memorandum of Agreement and hereby authorizes the Acting Superintendent to execute a Collective Bargaining Agreement consistent with the terms thereof.

**MEMORANDUM OF AGREEMENT BETWEEN
THE HENDRICK HUDSON CENTRAL SCHOOL DISTRICT AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,
AFSCME, AFL-CIO, HENDRICK HUDSON SCHOOL DISTRICT UNIT #9162,
WESTCHESTER COUNTY LOCAL 860**

WHEREAS, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Hendrick Hudson School District Unit #9162, Westchester County Local 860 ("CSEA") and the Hendrick Hudson Central School District ("District") are parties to a Collective Bargaining Agreement between them which expired on June 30, 2022; and

WHEREAS, the parties have tentatively resolved the terms and conditions of a successor agreement, the contents of which are contained in this Memorandum of Agreement, which is subject to ratification by the membership of the CSEA as well as the Board of Education;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties that the following shall constitute the terms and conditions of a successor collective bargaining agreement to the 2019-2022 Agreement, subject to the ratification process referenced above.

1. **Article 1 – Negotiation Procedures, 1.1**
 - a. Change the dates for commencement of negotiations for a successor agreement to no earlier than December 15, 2025 and no later than January 15, 2026.
2. **Article 1 – Negotiation Procedures, 1.4**
 - a. Delete words "by March 1."
 - b. Add the words "Impasse may be declared by either or both parties." to the first paragraph.
3. **Article 3 – Dues Deduction, 3.6**
 - a. Delete subsection.
4. **Article 7 – Uniforms, 7.1**
 - a. Amend Section 7.1 to provide that all new hires in the bargaining unit will be provided with five (5) shirts at the start of their employment, including substitute drivers.
5. **Article 15-Salary Schedule, 15.1:**
 - a. Effective July 1, 2022, the salary schedule shall be increased by one-half a percent (.5%) percent over the prior school year. Effective July 1, 2023, the salary schedule shall be increased by one-half a percent (.5%) percent over the prior school year. Effective July 1, 2024, the salary schedule shall be increased by one-half a percent (.5%) percent over the prior school year. Effective July 1, 2025, the salary schedule shall be increased by one-half a percent (.5%) percent over the prior school year.
6. **Article 15 – Salary Schedule, 15.6**
 - a. Effective July 1, 2022, increase each longevity payment within this section by \$200.
7. **Article 16 – Premium Pay, 16.1**
 - a. Effective July 1, 2022, increase the night shift differential to \$1,500.

8. **Article 16 – Premium Pay, New Section 16.6**

a. Add the following: “An employee who fills in for a higher title for five (5) consecutive work days or more shall get a differential between their current rate of pay and the rate of pay for the higher title, at the same step level the covering employee is currently maintained, retroactive to day one. Should a custodial employee cover for a driver for five consecutive days or more and incurs overtime during that period of time, premium pay shall be based on the custodial salary scale.”

9. **Article 17 – Overtime Pay, 17.2**

a. Add the following language: “The first nineteen minutes of the first hour of overtime shall be paid at the regular rate of pay, in a half-hour increment. Thereafter, overtime shall be paid in half-hour increments at time and one-half.”

10. **Article 17 – Overtime Pay, 17.10**

a. Add the following sentence: “During the normal work week, an employee must report for snow removal when head custodian tells them when to report, regardless of normal schedule.”

11. **Article 18 – Overtime Rotation and Assignment, 18.5**

a. Amend to read as follows:

“Overtime worked as an extension to either end of an assigned workday will be treated as follows:

1. Less than twenty minutes – no overtime
2. Twenty minutes to sixty minutes – to one-half hour
3. After the hour when the person has no control over the end of an assignment, overtime will be paid to the next half hour.
4. Anyone off duty, who is called in, will be paid a minimum of two (2) hours, at applicable overtime pay.

EXAMPLE OF ITEM 18.5

A unit member who normally works to 4:00 p.m. and works:

Until 4:19 p.m.	No overtime
Until 4:20-4:30	½ hour
Until 4:31-5:00	1 hour
Until 5:01-5:30	1 ½ hour
Until 5:31-6:00	2 hours

No attempt will be made to assign anyone a workday of more than eight (8) hours.

12. **Article 22- Welfare Fund, 22.1:**

a. Effective the 2022-2023 school year, the District shall increase the amount of money it contributes to the Welfare Fund in an amount equal to the increase in premiums for the dental plan and local optical plan provided to bargaining unit members by the CSEA through the Welfare Fund as of January 1, 2022. Such increased payment shall be paid after the CSEA submits to the Assistant Superintendent documentation showing the

cost differential between the current year's dental and local optical plan and the next year's cost to provide the same plan(s). The District agrees that upon a written request (either via email or letter) to the Assistant Superintendent of Business asking for the a disclosure of the optical plan provider(s), the dental plan provider, and/or the life insurance plan provider, the District shall disclose the requested information within three (3) business days.

13. **Article 25 – Leaves, 25.1 and 25.2**

- a. Increase number of family sick days to four in each subsection.

14. **Article 25- Leaves, New Section:**

- a. Add a new section to provide as follows:
“If a bargaining unit member takes no days off for sick leave, the member shall be provided a bonus of \$300, to be paid in the last paycheck of the school year. If a bargaining unit member takes one day off for sick leave, the member shall be provided a bonus of \$250, to be paid in the last paycheck of the school year. If a bargaining unit member takes two days off for sick leave, the member shall be provided a bonus of \$200, to be paid in the last paycheck of the school year.”

15. **Article 38- Duration of Agreement:** July 1, 2022 through June 30, 2026

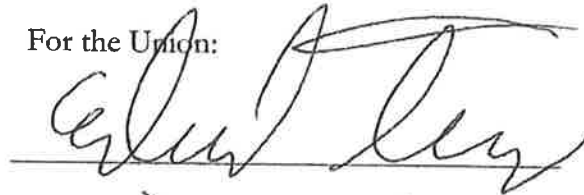
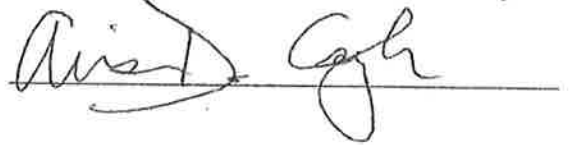
16. All other terms and conditions of the 2019-2022 Collective Bargaining Agreement, except as modified herein, shall remain unchanged in the successor Collective Bargaining Agreement.

Dated: February 27, 2023

For the District:




For the Union:

AGREEMENT

by and between the
BOARD OF EDUCATION

of the
HENDRICK HUDSON
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Hendrick Hudson SD Unit #9162-00
Westchester County Local 860

July 1, 2019 - June 30, 2022

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PREAMBLE

In order to effectuate the provision of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase harmonious working relationships between Hendrick Hudson School District, governed by the Board of Education hereinafter referred to as the "Board", and its custodial staff members represented by the Civil Service Employees Association, Inc., Local 1000, AFSMCE, AFL-CIO, (hereinafter referred to as the "Union") and to enable the custodial personnel to participate in and contribute to the development of policies for the school district, pertaining to terms and conditions of employment, this Agreement between the Board and the Union has been mutually drawn up and agreed upon. The document which follows is a statement of the terms and conditions of employment for the employees represented by the Civil Service Employees Association.

ARTICLE 1 NEGOTIATION PROCEDURES

1.1 The Board and the Association shall enter into good faith negotiations over a successor Agreement no earlier than December 15, 2021 and no later than January 15, 2022.

1.2 Negotiation shall be conducted by a team not to exceed five members for the Board and a team not to exceed five members for the Union. During negotiations the Board and the Union shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall within reason make available records, data and information in its possession which may be pertinent to a topic under negotiations.

1.3 Negotiated Agreements shall be reduced in writing but shall not become binding until signed by authorized representatives of both the Board and the Union.

1.4 An impasse in negotiations shall occur if the parties concur that they are at an impasse, or if they have failed to reach agreement on topics of negotiations by March 1.

In the event of impasse, a written statement of the nature of the impasse as the parties view it shall be circulated within one week to the members of the Board of Education and to the Board of Directors of the Union.

Within one week after circulation, a final negotiating session shall be held to attempt to reconcile differences. If the impasse persists, either party may request the appropriate Public Employment Relations Board to assist the parties to reach an agreement. Such mediation and fact-finding shall be governed by the provisions of Section 209 of the Civil Service Law. The conclusions and recommendations of the appropriate Public Employment Relations Board shall be advisory only and shall not be binding on either the Board or the Union.

1.5 Negotiating meetings between the two parties shall be held at a mutually agreeable time. If a negotiations meeting involving the two parties should need to be held during a part of one's normal working hours, Union members directly engaged in negotiations shall be released from their normal duties, without loss of pay, not earlier than fifteen minutes prior to the beginning of the meeting.

ARTICLE 2 **RECOGNITION OF NEGOTIATION UNIT**

2.1 The Board of Education of Hendrick Hudson School District, having determined that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, is supported by the majority of the custodial staff members of the school district, has recognized the above Union as the exclusive negotiating agent for the Custodial, Transportation and Maintenance staff members of the district, including part-time substitute bus drivers. Such recognition shall extend to the maximum period as prescribed by law. The Board agrees not to negotiate with any custodial organization other than the aforementioned Union for the duration of this Agreement.

ARTICLE 3 **DUES DEDUCTION**

3.1 The Board agrees to deduct from the salary of all employees who are members of the Union covered by this Agreement, dues of the local unit, Life Insurance, Sick and Accident premiums, and Car and House Insurance for those who voluntarily and individually authorize the Board to deduct and transmit these monies to the Union.

3.2 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.

3.3 Deductions authorized by any employee shall continue as authorized unless or until such employee notifies the Board as to his desire to discontinue or to change authorization in writing.

3.4 Notification of discontinuance 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 Employee Association, Inc., 143 Washington Avenue, Albany, New York 12210, and one copy shall be forwarded to the Westchester Local 860, CSEA.

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

3.6 The District shall deduct from all non-union members covered under this Agreement dues equivalent to those paid by Union members. Agency Shop members will be provided all rights under the law and within the constitution of the CSEA.

ARTICLE 4 **ORGANIZATION OF THE CUSTODIAL STAFF**

4.1 The job classification for present custodial staff employees covered by this Agreement shall be those listed below or as previously reported to the State Civil Service Commission. Additional titles may be added at the specifications for each classification shall be annexed as Appendix A and become part of the Agreement.

- | | |
|---------------------------------|--------------------------------|
| A. Head Custodian | F. Cleaner |
| B. Custodian | G. Automotive Mechanic Foreman |
| C. Custodian-Bus Driver | H. Automotive Mechanic |
| D. Bus Attendant | I. Maintenance Mechanic |
| E. Chauffeur | J. Senior Custodian |
| K. Custodial Worker Head Driver | |

ARTICLE 5 **BOARD-UNION RELATIONSHIPS**

5.1 Mutual Obligations. Neither Board nor the 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.

5.2 There shall be no discrimination, interference, restraint or coercion, by the Board or any of its Officers or Agents, against any employees because of any lawful activity on behalf of the Union or because of membership in the Union in an unlawful manner.

5.3 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.

5.4 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 gender, nationality, race, creed or marital status.

5.5 It is mutually agreed that everything proper be done to establish a harmonious line of communication, and to maintain a harmonious and cooperative relationship between the Board and employee by the establishment of a committee composed of representatives from each employee's department and such "Administrative Personnel" as may be designated by the

Board, to meet on the request of either group, said request to be accompanied by an Agenda to discuss working conditions and labor management relationships.

ARTICLE 6 CONTRACTING OUT

6.1 Work usually performed by employees in the Bargaining Unit will not be contracted out if it will result in the loss of straight time employment to employees covered by this Agreement. Recognizing that the School System is in the process of expansion, it is understood that during this period the Board may temporarily contract or add additional help on a temporary basis with no obligation to maintain this extra help, at all times assuring full employment to the permanent staff of employees.

ARTICLE 7 UNIFORMS

7.1 As of July 1, 2000, for each school year the District shall provide uniforms to half the staff. In the subsequent year, the District will provide uniforms to the remaining staff. Year of eligibility for receiving uniforms will be determined by the district's seniority list. The 2000-01 year will establish the basis for a rotating list. All new employees hired before January 1, of a school year will receive uniforms during the first school year of employment. Employees hired after December 31 of a school year will receive uniforms during the second school year of employment. The employee will be responsible for the upkeep of his or her uniform.

The District will provide a vendor to supply uniforms for each eligible member at a cost not to exceed \$305.00 per person. Each employee will be responsible for going to the vendor to be fitted for his or her uniform at an assigned time designated by the District.

In addition to a uniform, safety shoes will be provided to the outside crew, maintenance mechanics, and employees assigned to the bus garage. Additional safety shoes may be distributed to other employees at the discretion of the Director of Facilities, Operations and Maintenance.

All employees will be required to wear the uniform as per the agreed items of apparel.

ARTICLE 8 PROMOTIONAL OPPORTUNITIES

8.1 Whenever a vacancy or a position created by an increase in staff shall occur in a job classification, permanent members of the Custodial staff shall receive notice of such vacancy or new position and be given the opportunity to apply for such vacancy or new position before any outside applicants are hired or outside agencies notified. When in the judgment of the District, two equally qualified personnel are eligible, seniority will prevail. New employees or

present staff custodial employees promoted to a higher job classification must fulfill all the State Civil Service Requirements for appointments to the job classification.

8.2 Change of job classification for any members or the present custodial staff shall be approved by the Board. Recognition for such change shall be made by the School Superintendent, upon consultation with the Assistant Superintendent for Business and the Director of Facilities, Operations and Maintenance based on merit and ability to perform the new duties.

8.3 Skill Incentive Program

- A. Purpose – This program is to reward those individuals who possess and utilize tradesman skills or accept responsibility to a higher degree than is normally expected of a person in a particular job classification.
- B. Two committees will administer this program. One committee will consist of three (3) people appointed by the Superintendent of Schools. The second committee will consist of three people appointed by the CSEA.
- C. Either committee may propose a job title and/or an individual for this program. Both committees must then approve the recommendation.
- D. For each fiscal year total awards cannot exceed \$4000 annually. No individual can receive more than \$500. Awards for skills now being performed must be renewed annually. New awards will be prorated. After an Individual is approved for award, the administration will set the amount of award. This determination will be based on: value of service to school district; degree of responsibility of skill involved, speed and efficiency of individual, volume of work load and amount of time consumed.
- E. Current job titles, work hours, duties and workloads will be considered along with the qualifications of one individual.
- F. The Committee will keep a list of employees who indicate a desire for training within the skill incentive program.
- G. Skill incentive checks will be issued the first pay period in December.
- H. A separate budget line is created for skill incentive monies. Skill incentive monies will be deemed separate from the overtime budget.

ARTICLE 9 **COPY OF AGREEMENT**

The Union shall be responsible for reproducing the negotiated contract and distribution to all employees in the bargaining unit.

ARTICLE 10

UNION OBLIGATIONS

10.1 The Union affirms that it does not assert the right to strike against the Board and agrees that it will not assist or participate in any strike or impose upon any of its members an obligation to assist or participate in any such strike.

10.2 Adhering to the premise that duties and obligations come with rights and privileges, the Union agrees to do its utmost to see that its members perform their respective duties in the School System loyally, efficiently and continuously under the terms of the Agreement. The Union and its members will use their efforts to protect the interest of the school and the community, to conserve its property, protect the pupils and give service of high quality.

ARTICLE 11

BOARD'S RIGHTS

11.1 The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and will not be reopened during the life of this Agreement except as specified in Article 31.1 and Article 34.

11.2 Any district policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of this District to adopt new policy not affecting or changing matter contained in this Agreement and shall not be construed to restrain the Board in the full and absolute management of its affairs except as modified by this Agreement.

11.3 The Board has the right to create new positions. However, all terms and conditions of employment must be negotiated with the CSEA.

ARTICLE 12

UNION RIGHTS

12.1 The President of the Westchester Local 860 of the CSEA, the designated Labor Relations Specialist, or the President's Agent shall have the right to visit the school for the purpose of adjusting grievances and administering terms of this Agreement, providing the Director of Facilities, Operations and Maintenance is notified of such visits and said visits do not interfere with business schedules or other work where a specific time is needed for proper performance.

12.2 The President of the local unit or an elected or appointed agent shall have the same visitation rights as granted under Section 12.1. The local unit shall have no more than 2

authorized agents at one time. The names of agents shall be recorded with the Director of Facilities, Operations and Maintenance.

12.3 The Union shall be the sole judge of its own rules and regulations with respect to Union membership and organizational administration.

12.4 The Union shall have the right to post notices and other communications dealing with proper and legal Union business on bulletin boards maintained on the premises and facilities of the Board reserved at an accessible place in each building for exclusive use of the Union.

12.5 The officers or delegates shall have up to a total of ten working days off each contract year to attend CSEA conferences. No more than two men may be off on any single day.

ARTICLE 13 SENIORITY AND TENURE

13.1 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. When in the judgment of the District, two equally qualified personnel are eligible, seniority will prevail. (RE: Article 8, Section 1)

13.2 Non-competitive and labor class employees may grieve any disciplinary action through the contract grievance procedure up to and including binding arbitration.

13.3 Layoffs, if any, in the non-competitive and labor class shall occur in the inverse order of seniority, subject to exceptions made in the exempt status for Veterans and Firemen, in the Civil Service Laws.

ARTICLE 14 WORKING HOURS AND CONDITIONS

14.1 The regular workweek shall be 40 hours. The regular workday shall be 8 hours. The workweek shall be considered to begin on Monday. During the summer recess the workweek will be 36.5 hours with the schedule to be determined by the Director of Facilities, Operations and Maintenance and the Transportation Supervisor. Pay will be computed on a 40-hour week.

14.2 The daily and weekly work schedule shall be assigned by the appropriate head custodian under the supervision of the Director of Facilities, Operations and Maintenance and Supervisor of Transportation.

14.3 Building and job assignments of the custodial staff members shall be made by the Director of Facilities, Operations and Maintenance. When openings occur, notice of opening

will be placed on bulletin boards and written requests of individual staff members will be given careful consideration before any permanent assignment is made.

14.4 The Administration reserves the right to change bus runs, cleaning schedules and other assigned duties without posting within the normal workday.

14.5 The Board of Education will not arbitrarily change working hours of any employee without consultation with CSEA officials.

14.6 Bus trips, routes and other assignments relating to work schedules will be made by the Transportation Supervisor, Director of Facilities, Operations and Maintenance, or appointed Agent.

14.7 Chauffeurs working on an hourly basis will be paid their regular day's pay for up to six (6) snow days per year.

14.8 No vehicle in the district, approved for the transportation of students, shall be driven by anyone not covered under this Agreement with the exception of the Director of Facilities, Operations and Maintenance and the Supervisor of Transportation and only in the case of emergency and even then without loss of overtime for available employees.

14.9 Incumbent employees shall not receive a lower rate of salary compensation than new employees in the same classification. This provision shall not apply to former employees or to an employee hired for his technical expertise.

14.10 No licensed maintenance vehicle in the district may be driven by anyone but employees covered under this Agreement, with the exception of the Director of Facilities, Operations and Maintenance or Transportation Supervisor and only in case of emergency without loss of overtime for available employees.

14.11 Employees will be allowed to attend a maximum of two seminars, conferences, and workshops upon approval of the Director of Facilities, Operations and Maintenance, the cost to be assumed by the district.

14.12 In the event full-time chauffeurs are not available, the hours will be allocated to other available chauffeurs first.

14.13 Chauffeurs will be notified of all summer employment positions in or out of their classification and will be given the opportunity for appointment, if qualified for the work and agree to the stated rate of pay for the job available.

14.14 Weekend employee's assignments shall be made by the Director of Facilities, Operations and Maintenance. Workers considered weekend employees must work a maximum of 11 weekends per year at their normal pay scale. Weekends selected for coverage shall be chosen at the discretion of the School District and the Director of Facilities. Employees will get ample time of two weeks from the Director of Facilities for changes in schedule.

14.15 The District shall reimburse drivers the difference between a passenger car driver's license and a CDL.

14.16 Employees are permitted to use the cafeteria for break periods.

14.17 The District shall provide the NY "E-Z" pass for bus drivers, driving on school business.

14.18 The District will advance drivers the cost of bus parking when on bus trips.

14.19 The workday for employees assigned to the day shift will be 9 hours which will include a 1-hour unpaid lunch break. The workday for employees assigned to the night shift will be 8½ hour which will include ½ hour unpaid dinner break. The Director of Facilities, Operations and Maintenance will determine the starting time for all employees. The lunch or dinner break must be taken prior to the last two hours of the workday.

14.20 Chauffeurs will report to work on delayed openings at an hour, which they would receive their regular number of hours, not to go into overtime.

ARTICLE 15 **SALARY SCHEDULE**

15.1 The salary schedule effective July 1, 2019 through June 30, 2022, shall be as follows and is attached to the contract.

Effective July 1, 2019, the salary schedule shall be increased by 2% over the prior school year.
Effective July 1, 2020, the salary schedule shall be increased by 2% over the prior school year.
Effective July 1, 2021, the salary schedule shall be increased by 2% over the prior school year.

15.2 Part-time and hourly employees will be paid on a direct pro-rated basis in relation to the months and/or hours.

15.3 Advancement from one step to the next higher step is not automatic. It is granted upon satisfactory services as determined by the Director of Facilities, Operations and Maintenance and approved by the Superintendent of Schools; however, any employee denied an increment shall have the reasons for such denial submitted to him in writing by June 15th of each year. Such employees shall have the right to a hearing.

15.4 When an employee changes position, he/she shall be placed in the corresponding step of the new position when appropriate.

15.5 Regular paychecks will be issued in advance for vacation purposes, prior to going on vacation, providing a request is made to the Business Office before June 15. Because vacation time coincides with the beginning of the fiscal year, no advance check or regular check will be available prior to the first regular pay in the new fiscal year.

15.6 Effective 7/1/09, after ten (10) year of service with the District, the employee shall receive an annual longevity payment which totals \$475. The anniversary date to determine years in the District will be the first payroll of December. Such longevity payment shall be made in the first payroll period of December.

Effective 7/1/09, after twelve (12) years of service with the District employees shall receive an annual longevity payment which totals \$975. The anniversary date to determine years in the District will be the first payroll of December. Such longevity payment shall be made in the first payroll period of December.

Effective 7/1/09, after seventeen (17) years of service with the District employees shall receive an annual longevity payment which totals \$1,675. The anniversary date to determine years in the District will be the first payroll of December. Such longevity payment shall be made in the first payroll period of December.

Effective 7/1/09, after twenty (20) years of service with the District employees shall receive an annual longevity payment which totals \$1,875. The anniversary date to determine years in the District will be the first payroll of December. Such longevity payment shall be made in the first payroll period of December.

15.7 Chauffeurs will receive no less than two (2) paychecks in September as long as their assignments have already started.

15.8 A bi-weekly pay schedule shall be implemented after ratification. Payroll checks will be issued on Thursdays.

15.9 Effective July 1, 2019, the amount of \$10,000.00 will be set aside to be distributed to staff as a reward for performance over the above regular duties.

Effective July 1, 2020, the amount will be increased to \$15,000.00 and will remain the same for the following contract year starting July 1, 2021. This amount will be set aside to be distributed to staff as a reward for performance over the above regular duties.

The range of the rewards will be from \$100 to \$1,000 which will be payable in one lump sum.

The Director of Facilities, Operation, and Maintenance, Transportation Supervisor and Assistant Superintendent for Business will make recommendations for the award. Building Principals, Head Custodians and other related staff will provide additional input for these awards. The CSEA President and another individual designated by the CSEA will review the recommendations. Final review and decisions for distribution of the awards will be made by the District. It is not required that the entire amount be disbursed in any one year nor is the remaining amount to be carried into the next year.

ARTICLE 16 PREMIUM PAY

16.1 Effective July 1, 2016, an employee on the night shift will receive an additional \$1,200 per year.

16.2 Weekend employees will receive Custodian Driver pay if they are qualified drivers. They will also receive a CDL differential of \$425, effective 7/1/88.

16.3 A Custodian, Head Custodian, Senior Custodian Auto Mechanic, Maintenance Mechanic, Automotive Mechanic Foreman with a CDL, will receive an additional \$425, per year if able and willing to transport children.

16.4 Effective July 1, 2016, the employee appointed as the Head Chauffeur will receive an additional \$2,000.00 per year. This additional pay shall be included in the employee's overtime hourly rate calculation.

16.5 All Bus Drivers will receive sufficient compensation for agreed on expenses for "away" trips. Such expenses will include tolls, parking, fuel, meals and lodging, if necessary. Receipts will be supplied by the Driver regarding actual costs upon return. In no event will meal requests be beyond the following standards.

Breakfast: \$6.00 Trips starting at 6:00 a.m. before, or overnight trips.

Lunch: \$10.00 The District will pay for lunch for all trips that return after 12:00 p.m. from areas outside Westchester and below Route 287.

Dinner: \$15.00 Trips returning after 7:00 p.m. providing that a one-hour break in hours does not occur after 4:00 p.m.

ARTICLE 17
OVERTIME PAY

17.1 Overtime hours shall be considered any time in excess of eight hours per day and forty hours per week. (For this purpose, an unworked holiday shall be considered as a day worked.)

17.2 Overtime hours worked beyond 8 hours a day shall be paid at the rate of 1½ times the hourly rate for each individual employee.

17.3 The workweek for overtime computation shall begin on Monday AM.

17.4 Overtime for work on holidays shall be paid at double time (2 times) the regular hourly wage of each individual employee, plus the holiday pay provided the work on these days is over the regular 40-hour week.

17.5 Employees required to work in excess of 36.5 hour per week during summer recess will be paid at time and one-half rate computed on their eight-hour salary schedule.

17.6 Overtime for work on Sundays shall be paid at 2 times the regular hourly wage of each individual employee provided the work on these days is over the regular 40-hour week.

17.7 Overtime will be paid on the regular payroll as soon as possible after the overtime slips are received.

17.8 Chauffeurs will be paid the applicable overtime rates after eight hours work or their sixth or seventh day of work within any workweek.

17.9 Employees will be paid overnight trips as follows:

A. Week night – Overtime from the end of an eight (8) hour day until arrival at motel. Overtime next day from the time one leaves the motel until return minus eight (8) hours for regular day.

B. Weekend – Overtime from end of eight (8) hour day until arrival at motel. Saturday, overtime for all time actually worked allowing one split with a minimum of eight (8) hours. Sunday, same as Saturday, except overtime is double time.

C. Motel and meals (as per contract allowance) will be paid by the school district.

D. While out of town and off duty, driver will be allowed to use school vehicle to go to shopping centers, movies etc., within a reasonable distance.

17.10 Effective 7/1/97, all employees who report for snow removal as an authorized snow day shall be allowed to go home after the emergency is over, with no loss of pay. Snow emergencies may vary from school to school within the District, so release times may vary. The Head Custodian in each building has the authority to determine when the emergency has ended and will notify the Director of Facilities, Operations and Maintenance. However, the Director of Facilities, Operations and Maintenance has the discretion to override the Head Custodian's decision. Such discretion cannot be arbitrary or capricious. An employee who does not report to work for snow removal must be charged a day against the appropriate leave allocation. These procedures shall also apply to early dismissals due to inclement weather.

17.11 Overtime slips submitted by Friday at 12:00 PM shall be in the next paycheck, as long as payday falls on Thursday.

ARTICLE 18

OVERTIME ROTATION AND ASSIGNMENT

18.1 Overtime assignments will be on a rotation basis except for the following:

1. Emergencies
2. Operations of snow removal or other mechanical equipment
3. Assignment on district wide basis.
4. Supervision
5. Continuation of normal duty hours.
6. Relief driving on same run
7. Drivers working on assigned runs
8. Not qualified for assignments

18.2 Rotation will be on a district-wide basis for bus trips and on school basis for building work. Appropriate assignments will be made by the Transportation Supervisor, Director of Facilities, Operations and Maintenance or his appointed agent. Each head custodian will be responsible for maintaining an accurate list, and a master list will be kept in the office of the Director of Facilities, Operations and Maintenance. Men not assigned to school will receive assignments connected with their job. Polling of the rotation will be done by the Supervisor of Transportation and the head custodians early each day. On Friday morning or the day before a holiday, the weekend or holiday will be considered as a single day. Overtime assignments will be awarded in the order when they occur. If several assignments start at the same time, the person lowest on the list will have his choice. Once the list is polled, any new assignment will be placed on the end of the list.

18.3 Rotation is based on the total number of hours accumulated from start of fiscal year. Anyone eligible who is unavailable for any reason to accept a turn will be charged for the length of the assignment. People on sick leave, compensation, vacation, etc. are unavailable and will be charged for a refusal.

18.4 In order to be eligible for assignment, employees must work their full workday prior to assignment.

18.5 Overtime worked as an extension to either end of an assigned workday will be treated as follows:

1. Less than twenty minutes – no overtime.
2. Twenty minutes to sixty minutes – one hour.
3. After the hour when the person has no control over the end of an assignment, overtime will be paid to the next half hour.
4. Anyone off duty, who is called in, will be paid a minimum of two (2) hours, at applicable overtime pay.

EXAMPLES OF ITEM 18.5

A man who normally works to 4:00 p.m. and works

Until 4:19 no overtime

Until 4:20 – 5:00 1 Hour

Until 5:01 – 5:30 1½ Hours

Until 5:31 – 6:00 2 Hours

No attempt will be made to assign anyone a workday of more than eight (8) hours.

18.6 A new employee will work ten days before being given overtime assignments; after the ten days he/she will be put on the bottom of the rotation list, even with the lowest man, on the morning of his eleventh working day. When he/she secures a Commercial Driver's License, he will be elevated to the lowest driver (if a gap of more than one turn exists).

18.7 When a building overtime assignment is for a Saturday, Sunday or other non-school day, the following will apply:

A. When assignment is obviously going to be 8 hours or more, it will be split as nearly in half as possible. (Example: Election Day when voting is held 5:30 AM to about 10:00 PM, total sixteen and one half (16½) hours, should be split in three; debate tournament 9:00 AM to 10:00 PM, total 13 hours, should be split in half.)

B. If there are two affairs in a school with a gap between. (Example: 9:00 AM to 12:00 Noon and another at 1:30 PM to 4:00 PM, these would be handled as separate assignments.)

C. If a job assignment involves work with no locked in time requirements. (Example: Cleaning schools after Saturday night dances and the job could be done as well or better by two or more men, the job should be assigned that way.)

D. Major affairs like children's fairs: the assignments should be split as evenly as possible with no one getting more than eight hours unless everyone who works gets at least eight. Considerable leeway should be granted the head custodians in determining the most efficient way to handle a given situation.

18.8 When an overtime assignment is before or after a normal workday, the overtime will be divided so that no one works more than 12 hours in a single day.

18.9 All circumstances and conditions cannot be adequately covered by contract language: therefore, the head custodians and transportation supervisor must be allowed considerable leeway in awarding assignment. Fairness and equal consideration to all employees must be the prime goal.

18.10 In the event an automotive mechanic foreman, automotive mechanic or a maintenance mechanic is called to work on an unassigned weekend or holiday, the following compensation will apply in addition to regular overtime rate:

Over 2 hours up to 5 hours of work $\frac{1}{4}$ hour additional overtime per each hour worked.
5 hours or more $\frac{1}{2}$ hour additional overtime per each hour worked.

ARTICLE 19 HOLIDAYS WITH PAY

19.1 A calendar Committee composed of labor management will convene after the school calendar is adopted to determine fifteen contract holidays off. No holiday may be scheduled when school is in session.

19.2 Holidays for chauffeurs who are considered 10-month employees will be pro-rated, therefore, chauffeurs will receive $\frac{5}{6}$ of the total holidays or 12 $\frac{1}{2}$.

19.3 In order to be eligible for a holiday, employee must receive his regular pay on the working day before and the working day after the holiday.

19.4 Effective 7/1/97, employees will receive one floating holiday, per year, to be taken when school is not in session and adds no overtime cost to the District. If the buildings are open, they will be manned voluntarily or by inverse order of seniority. This employee will then receive another day as his floating holiday.

ARTICLE 20
VACATION WITH PAY

20.1 Ten (10) days' vacation with pay will be granted after one year of uninterrupted service (July 1 to June 30) and for each year thereafter up to five (5).

20.2 A custodian beginning service sometime after July 1, will be allowed a prorate vacation for the first year. If his employment is before January 1, of the following year, he will be granted a full year's credit toward the progressive vacation schedule.

20.3 After the fourth year (in the fifth year) of uninterrupted service in the district fifteen (15) days of vacation will be granted with pay and for each year thereafter up to eight (8).

20.4 After the eight (in the ninth year) of uninterrupted service in the district, twenty (20) days of vacation with pay will be granted and for each year thereafter up to thirteen (13).

20.5 After the thirteenth year (in fourteenth year) of uninterrupted service in the district, twenty-two (22) days of vacation with pay will be granted and for each year thereafter.

20.6 After one year of uninterrupted service, vacation time will be prorated for those leaving, assuming satisfactory service and sufficient time in declaring intentions was given.

20.7a. Prorated vacation for 10 months and part-time employees to be taken at the discretion of the Director of Facilities, Operation and Maintenance.

b. Whenever possible, chauffeur's vacations will be scheduled during the days that school is not in session. Vacations will be taken by June 30th. If unusual circumstances occur and vacations are not completed by June 30th, chauffeurs will be paid for their unused time.

c. Effective July 1, 2003, Chauffeurs working on an hourly basis will be paid their regular day's pay for up to six (6) snow days per year.

20.8 Vacation dates must be approved by the Director of Facilities, Operation and Maintenance, except as provided by Article 28.

20.9 Vacation days shall not be cumulative from year to year except as provided by Article 28.

20.10 When an employee is out on compensation leave for 90 consecutive calendar days, he/she will cease accumulating vacation time until they return to work. This will have no effect on progression to more days.

20.11 Chauffeurs vacation days with pay will be used when school is not in session and during school breaks. When vacation days are used on all available days during the school breaks and/or when school is not in session the remaining balance of vacation days will be paid out at the end of the school year.

20.12 Employees are not allowed to take vacation during the five work days of the summer prior to the return of teachers to work. Summer hours end the day before teachers return to work.

ARTICLE 21 HEALTH INSURANCE

21.1 Employees shall have health insurance coverage through the Northern Westchester/Putnam Schools Consortium.

21.2 The Board of Education shall pay the entire cost of the plan provided to the Northern Westchester/Putnam School Consortium or a plan of self-insurance as provided by 21.4 of this Article, for the employees, for retirees, retiring with at least ten (10) years of service with the District.

Effective July 1, 2019, bargaining unit members shall contribute fifteen and one-half (15.5%) percent of the applicable health premium payment.

Effective July 1, 2020, bargaining unit members shall contribute sixteen (16%) percent of the applicable health premium payment.

Effective July 1, 2021, bargaining unit members shall contribute sixteen and one-half (16.5%) percent of the applicable health premium payment.

CSEA employees who do not qualify for benefits as set forth above will have the option to enroll in the District's health insurance plan with one hundred (100%) percent of the premium to be paid by the employee.

New employees as of 7/1/10 must work a minimum of 23.5 hours per week to qualify for benefits. Starting 7/1/11 the number of hours will increase to 24.5 hours. For new Chauffeurs as of 7/1/10, if the run you pick at the August meeting gives you enough hours to qualify for benefits, you keep them for the entire year. If there is a reduction in hours during the course of the year and more hours become available to bring you back to qualifying hours, you must take

the hour in order to retain benefits. New employees as of 7/1/10 must work a minimum of 12 years in the District before being eligible for retirement benefits.

For those who retire prior to July 1, 1997, the Board of Education shall pay the entire cost of the plan provided through the Northern Westchester/Putnam School Consortium or a plan of self-insurance as provided by 21.4 of this Article for the employee and their dependents retiring with at least ten years of service with the District.

The contribution towards the premium of health coverage will be paid with pre-tax dollars in accordance with the Internal Revenue Code 125 Plan. Said plan will be administered by the District. Employee annual contributions will be deducted bi-weekly from payroll checks. The District health insurance for individual or family coverage will be provided at no cost to all retirees. As of July 1, 2000, the District will not be responsible for the reimbursement of Medicare Part B for active or retired employees. Such reimbursement will continue for those retirees receiving reimbursement of Medicare Part B before July 1, 2000.

21.3 The Board of Education reserves the right to change the health insurance carrier, or pursue a plan of self-insurance, upon the condition that:

- (1) The District will submit to the Union, thirty (30) days prior any contemplated change, a complete list of benefits offered by the new health insurance carrier, or plan or self-insurance.
- (2) Employee has option to waive coverage for the stipulated sum of \$1,850 per year, when or during the open enrollment period providing said employee is otherwise insured.
- (3) If the employee and the spouse both work for the District, one will take health insurance coverage and the other will take the buy-out. Upon retirement, the spouse will automatically be eligible to pick-up benefits if there is a qualifying event (death of spouse or divorce) or loss of coverage.

ARTICLE 22 WELFARE FUND

22.1 The Board will grant the amount of money shown below, per year, per employee toward the purchase of specified benefits under a mutually acceptable welfare fund. Such welfare plan will provide the following benefits:

- a) Dental Plan – either individual or family, if requirements are met.
- b) Local Optical Plan – annual maximum established for each eligible employee.
- c) Life Insurance Policy – coverage for those eligible. Employees hired after July 1, 1988 will no longer be able to carry the life insurance benefit into retirement.

The allocation of money will be deposited in a bank mutually agreed to no later than August 1 of each year. Until there is a mutually acceptable plan, the District will place the agreed upon sum of money in escrow in an interest-bearing account. The CSEA and the District will both be signatories on any checks for disbursement of money from the CSEA Dental Account.

Effective July 1, 2019, the District shall contribute \$1,550.00 per employee into the Welfare Fund, in each year of the contract.

Effective July 1, 2020, the District shall contribute \$1,575.00 per employee into the Welfare Fund, in each year of the contract.

Effective July 1, 2021, the District shall contribute \$1,600.00 per employee into the Welfare Fund, in each year of the contract.

In addition, the District shall make a total contribution of \$20,000.00 into the Welfare Fund for the entire unit, in each year of the contract.

ARTICLE 23 **RETIREMENT**

23.1 The Board will provide for the length of this contract the career pension (751) plan of the New York State Retirement System with guaranteed minimum death benefit and the option for application of unused sick leave as additional credit upon retirement (Section 41j).

23.2 Upon passage of the necessary legislation, the Board agrees to adopt the provisions under the New York State Retirement System for "Buy Back Time" for veterans of World War II.

ARTICLE 24 **SERVICE INCREMENT**

24.1 Any employee who notifies the Superintendent of Schools, at least six (6) months prior to their intention to retire, or reasonable notice upon resignation, or upon compelling reason of emergency nature during the last six (6) months of their employment, shall receive a service increment as outlined below. If you notify the Superintendent of Schools three (3) months prior to their intention to retire, you can only receive the service increment as a lump sum upon retirement. If a member does not give at least three (3) months' notice of he or she will receive a lump sum payment three (3) months after the effective date of retirement.

24.2 Employees will receive \$175.00 per year for each of the first ten years of service.

24.3 For each subsequent year beyond ten years, \$225.00 will be paid the employee for each year.

24.4 These increments will be computed to the employee's remaining year's bi-weekly salary.

24.5 Employees who anticipate retiring or resigning and receive said increment, and subsequently do not retire or resign, will be required to repay the allocated service increment.

24.6 Employees who are formally discharged, pursuant to Section 75 of the Civil Service Law, are not eligible for such service increments.

24.7 In the event of death, all earned benefits under this provision will be paid to the employee's beneficiary as indicated by the NYS Retirement System.

24.8 Effective July 1, 1983, these service increments shall be pro-rated for less than full time employees, for service provided after July 1, 1983.

24.9 Upon resignation, service increments shall be paid to employees only after said employees have completed ten years of service with the District.

ARTICLE 25 LEAVES

Sick Leave shall be given to classified employees without loss of pay as follows:

25.1 Fifteen (15) days for twelve (12) month classified personnel per year. When an employee in this category has accumulated credit of eighty (80) days, he/she shall accrue at the rate of twenty (20) days per year. An employee may elect to use two (2) of these days per year for an illness in their immediate family (immediate family is defined in Article 27.1).

25.2 Ten (10) days for all ten (10) month employees who work a regular schedule day or part of every weekday per school year. When an employee in this category has accumulated credit of eighty days, he or she will accrue at the rate of fourteen days. An employee may elect to use two (2) of these days per year for an illness in their immediate family (immediate family is defined in Article 27.1).

25.3 Sick leave will be pro-rated for all employees whose employment starts after the school year begins and for those who work less than 5 days or less than ten months a year.

25.4 Unused sick days shall be accumulated with no limitation.

25.5 For new employees, sick leave must be earned before sick pay will be allowed. This provision will hold until permanent Civil Service status is achieved or for one year whichever is shorter.

25.6 Doctor's approval of sick leave must be obtained when requested.

25.7 Additional time, without loss of pay, may be granted at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools.

25.8 Effective July 1, 1983, sick leave shall be pro-rated for less than full time employees, for service provided after July 1, 1983.

25.9 In the event and the need for additional sick leave by the unit member due to a catastrophic illness, the member with a minimum of 5 years will be eligible to apply to the Sick Leave Bank Committee. This committee will be made up of three (3) CSEA members of the School District and three (3) management appointees, who will create and review procedures for eligibility for this benefit. In the event of a split decision, the Superintendent will cast the deciding vote.

To be eligible for this benefit:

- A. Member must have been employed by the District for five (5) years.
- B. Must have had at least one-half of their allocated sick time when illness occurred.
- C. Injury must not be caused by Workers Compensation.

Maximum number of contributed sick days allowed per illness is 30 days.

ARTICLE 26 WORKERS' COMPENSATION

26.1 Employees who are absent from their duties due to injuries incurred in the course of their employment, shall receive full pay during such absence but in no case longer than one year from date of first absence for medical procedure due to the injury. Any monies received by the employee from Workers' Compensation for lost time due to such injury shall be deducted from the salary payments. Absence due to injury incurred in the course of employment shall not be charged against sick leave until one year from the date of injury.

26.2 Employees hired after 7/1/94 will be paid for Workers' Compensation claims at full salary for six (6) months from the date of first absence.

26.3 Employees hired after 7/1/00 will be paid for Workers' Compensation claims at full salary for three (3) months from date of first absence.

26.4 When an employee is out on compensation for 90 consecutive calendar days, he/she will cease accumulating vacation time until they return to work. This will have no affect on progression to more days.

ARTICLE 27
BEREAVEMENT LEAVE

27.1 All employees shall be allowed leave without any loss of pay or leave time for absences up to and including the day of funeral. Because of death circumstances for members of their immediate family, as defined below, leave may be extended, if approved by the Superintendent of Schools. The immediate family will consist of spouse, parent, child, brother, sister, grandparent, mother-in-law, and father-in-law. Employees must provide two (2) days prior notice of the need to take bereavement leave. The Superintendent of Schools or his/her designee may waive the foregoing notice requirement where circumstances make such notice impractical.

27.2 Absence to attend the funeral of a relative other than a member of the immediate family such as an aunt, uncle, niece, in-laws, or friend will be allowed without loss of pay or leave time. In extenuating circumstances, an additional day may be allowed if approved by the Superintendent of Schools. Employees are limited to two (2) total absences per school year for the purpose of attending funerals for friends (i.e., 2 occurrences, 1 absence each).

27.3 Two CSEA members will be allowed time off to attend the funeral of another member under this Agreement.

ARTICLE 28
SPECIAL LEAVE

28.1 In lieu of leave for illness in the immediate family, or personal or cogent leave, all employees shall be allowed to take three (3) floating days at any time during the year, without stating a reason, providing advance notification of one (1) day is given, and there is not already an excessive number of employees on leave.

28.2 Any of three (3) days not used will be added to vacation time when computed in June for the following contract year (July 1 to June 30).

ARTICLE 29
JURY DUTY LEAVE

29.1 Any employee who is summoned to jury duty shall immediately notify the Director of Facilities, Operation and Maintenance, Transportation Supervisor and Superintendent of Schools. Leave will be granted without any loss of pay or leave time. The employee shall pay over to the Board of Education all remuneration received for such service excepting transportation and meal allowance.

ARTICLE 30
MILITARY LEAVE

30.1 Any employee who is summoned to military leave shall immediately notify the Director of Facilities, Operation and Maintenance, Transportation Supervisor and Assistant Superintendent for Business. The notice shall be given to the Director of Facilities, Operation and Maintenance, Transportation Supervisor at least two weeks before the military leave of absence start date. Unless giving notice is unreasonable or precluded by military necessity, employee requiring military leave of absence shall provide the Director of Facilities, Operation and Maintenance, Transportation Supervisor with a written advance notice along with, if available, a copy of the military order. The District may not insist on knowing exactly when the employee will return to work; however, the employee can be asked to furnish the approximate beginning and concluding dates of his or her training. Leave will be granted based upon the Uniformed Services Employment and Reemployment Rights Act (USERRA) without any loss of pay or leave time.

ARTICLE 31
SALARY DEDUCTIONS ON DEDUCTING ABSENCES

31.1 All leaves other than those defined above shall be termed illegal. Where the need for such a leave can be foreseen, the prior approval of the Superintendent of Schools shall be obtained. Deductions for illegal absences and absences beyond all accumulated leave will be as follows:

A. 1/260 of annual salary for twelve (12) month employees for each day of deductible absence.

ARTICLE 32
EFFECT OF THIS AGREEMENT

32.1 This Agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the term of this Agreement and which has not been proposed by the Union, the Board shall notify the Union in writing that is considering such a change. The Union shall have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days following receipt of such notices.

32.2 This Agreement shall supersede any rules, regulations or practices of the Board of Education which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board of Education.

ARTICLE 33
COMPATIBILITY WITH LAW

33.1 Savings Clause – If any provision of this Agreement or any application of the Agreement to any custodial staff member or group of custodial staff members shall be found contrary to law, then, such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in full force and effect.

33.2 Mandatory Provision – Notice as provided by Section 204-A of the New York State Public Employees Relations Act.

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

ARTICLE 34
GRIEVANCE PROCEDURE

The grievance procedure shall be annexed to this Agreement as Appendix A.

ARTICLE 35
PART-TIME SUBSTITUTE BUS DRIVER

The only provisions, terms and conditions of this Agreement which shall apply to part-time, substitute bus drivers is the following salary structure:

Part-time Substitute Bus Driver shall be paid on an hourly basis for all hours actually worked based upon the hourly rate determined using Step 1 of the attached salary schedule.

The remainder of the provisions, terms and conditions of this Agreement shall not be applicable to part-time substitute bus drivers.

ARTICLE 36
DISCIPLINARY REVIEW PERIOD

1. In the event the District notifies a bargaining unit member that it intends to take disciplinary action and/or prefer disciplinary charges against him/her, the bargaining unit member may request that he/she be placed on a two (2) year “Disciplinary Review Period” in lieu of the imposition of disciplinary action and/or preferring of disciplinary charges, as follows:

- A. A bargaining unit member must request that he/she be placed on a two (2) year Disciplinary Review Period by submitting such request, in writing, to the Assistant Superintendent for Business or designee. Whether to grant a bargaining unit member's request to be placed on a two (2) year Disciplinary Review Period shall be at the sole discretion of the Superintendent of Schools. Nothing herein restricts the right of the Superintendent of Schools to prefer disciplinary charges and commence a disciplinary proceeding against a bargaining unit member pursuant to the procedures specified in New York State Civil Service Law Section 75 instead of utilizing the two (2) year Disciplinary Review Period or the right of the District to impose discipline upon a bargaining unit member without a hearing where the bargaining unit member is not eligible for the protection of New York State Civil Service Law Section 75 instead of utilizing the two (2) year Disciplinary Review Period.
- B. Should the Superintendent of Schools grant the bargaining unit member's request to be placed on a two (2) year Disciplinary Review Period, he/she shall notify the bargaining unit member and the CSEA local and union president, in writing, that the bargaining unit member's request has been granted. The written notice shall be signed by the Superintendent of Schools and shall contain a copy of this Side Letter of Agreement, enclosed therewith. The bargaining unit member, as well as the CSEA local union president, shall countersign the written notice indicating that bargaining unit member's voluntary and knowing acceptance of the two (2) year Disciplinary Review Period and its term and conditions as set forth in this Side Letter of Agreement, including, but not limited to, the bargaining unit member's waiver of his/her rights under New York State Civil Service Law Sections 75 and 76.
- C. The parties agree that while a bargaining unit member is on a two (2) year Disciplinary Review Period, he/she shall have no rights to a disciplinary hearing, including but not limited to, a disciplinary hearing pursuant to Section 75 of the New York State Civil Service Law and/or pursuant to any collective bargaining agreement and/or any federal, state and/or local statute, law, rule and/or regulation. Any bargaining unit member who commits an act constituting incompetence, misconduct and/or insubordination, as determined by the District in its sole discretion, while on a two (2) year Disciplinary Review Period shall be subject to discipline as set forth herein. In the event the District determines that a bargaining unit member who is on a two (2) Disciplinary Review Period has committed any act(s) constituting incompetence, misconduct, and/or insubordination, the Superintendent of Schools shall provide written notice to the bargaining unit member and the CSEA local union president setting forth the facts and circumstances surrounding the alleged act(s) of incompetence, misconduct, and/or insubordination. The bargaining unit member shall have five (5) business days to provide the Superintendent of Schools a written response to the allegations set forth in such written notice, explaining that he/she did not commit the alleged act(s) and/or why he/she should not be discipline for such act(s). The Superintendent of Schools shall review the bargaining unit member's written response, if any, and consider the bargaining unit member's explanation(s). The parties agree that the Superintendent of

Schools may accept or reject the bargaining unit member's explanation(s), or find such explanation(s) insufficient, in his/her sole discretion. Should the Superintendent of Schools reject the explanation(s) contained in the bargaining unit member's response and/or find such explanation(s) insufficient, or should the bargaining unit member fails to provide a response within five (5) business days of receipt of the written notice, the parties agree that the Superintendent of Schools may impose any of the following penalties upon the bargaining unit member, at his/her sole discretion: a written reprimand; a suspension without pay for a period not exceeding 30 days; a demotion in grade and title; or termination from employment. The bargaining unit member and the CSEA local union president shall be notified of the Superintendent of Schools' determination regarding the disciplinary penalty to be imposed, if any, in writing. The parties agree that the bargaining unit member shall have no right to a hearing on guilty regarding the allegations set forth in the notice provided to the bargaining unit member as described herein and shall have no right to a hearing on the determination of penalty, up to and including termination, imposed by the Superintendent of Schools. The parties further agree that should the Superintendent of Schools impose a penalty less than the termination of the bargaining unit member's employment, such bargaining unit member shall be required to commence a new two (2) year Disciplinary Review Period, in addition to the penalty imposed by the Superintendent of Schools, effective from the date of the Superintendent of Schools' written notice to the bargaining unit member notifying him/her of the imposed penalty.

- D. The parties fully understand and agree that the provisions of the New York State Civil Service Law, including but not limited to Sections 75 and 76, shall not apply to the placement of a bargaining unit member on a two (2) year Disciplinary Review Period pursuant to this Side Letter of Agreement or to any disciplinary action instituted against bargaining unit members pursuant to the two (2) year Disciplinary Review Period set forth in this Side Letter of Agreement. The parties fully understand and agree that those bargaining unit members who have requested and been placed on a two (2) year Disciplinary Review Period who would have been entitled to the rights set forth in the New York State Civil Service Law have expressly waived their rights with respect to their placement on, and any discipline imposed pursuant to, the two (2) year Disciplinary Review Period set forth in this Side Letter of Agreement.
- E. The decision regarding whether or not to grant a request to place a bargaining unit member on a two (2) year Disciplinary Review Period, and/or any disciplinary penalties imposed upon a bargaining unit member on a two (2) year Disciplinary Review Period, shall not be subject to the grievance procedures set forth in Article 33 and/or Appendix "B" of the Collective Bargaining Agreement, notwithstanding any provision of the Collective Bargaining Agreement to the contrary, including, but not limited to, Article 13.2.

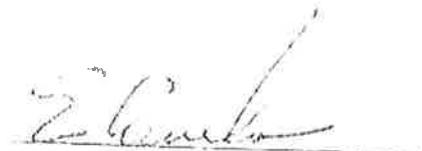
ARTICLE 37
DRUG and ALCOHOL TESTING

All bargaining unit members, regardless of title, shall be subject to random and reasonable suspicion drug and alcohol testing. Fifty (50%) percent of the bargaining unit shall be drug and/or alcohol tested annually in accordance with the District's current practice and procedures in drug and/or alcohol testing its transportation employees and consistent with the requirements of the Department of Transportation regulations.

ARTICLE 38
DURATION OF AGREEMENT

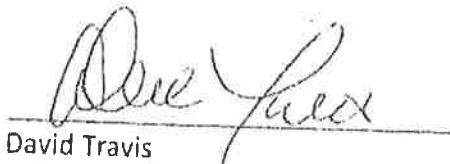
This agreement shall become effective as of July 1, 2019 and shall continue in effect through June 30, 2022 subject to a reopening as follows:

Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of the Negotiation Procedure of this Agreement. Amendments resulting from such negotiation shall take effect beginning the following July 1, or at such other time as may be agreeable.



Enrique Catalan
Assistant Superintendent for Business
Hendrick Hudson School District

6/7/19
Date



David Travis
President, Hendrick Hudson Civil
Service Employee Association

6-7-19
Date



Vincent Castaldo
Labor Relations Specialist
CSEA, Inc.

8-12-19.
Date

APPENDIX "A"
GRIEVANCE PROCEDURE

A. **DECLARATION OF POLICY** – In order to maintain a harmonious and cooperative relationship among all employees and between employees and the Board of Education which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established laws, rules, regulations, practices and policies of the District and this Agreement. They are not designed to be used for changing such rules or establishing new ones, except to the extent that changes or additions might result from decisions made under this Grievance Procedure.

B. **DEFINITIONS**

1. A "grievance" shall mean a claimed violation, misinterpretation or inequitable application of any existing laws, regulations, practices, policies of the Board of Education contained in this Agreement which relate to or involve an employee or employees which has not been resolved by normal discussions among employees and administrators.
2. A "union" shall mean the CSEA Montrose Unit.
3. The terms "grievant" or "Aggrieved" shall mean an individual employee, or where applicable, a group of employees or the Union.
4. The word "days" shall mean, except where otherwise indicated, working days.
5. The term "immediate supervisor" shall mean the Director of Facilities, Operations and Maintenance.

C. **GENERAL PROVISIONS**

1. An employee shall have the right to present grievances in accordance with the procedure, free from coercion, interference, restraint, discrimination or reprisal.
2. An employee shall have the right to be represented at any step of the procedure by anyone of his choice. Any fees charged by such a person or persons shall be borne by the employee.
3. Each party to a grievance, and the Union, shall have access at reasonable times to all written statements and records pertaining to such a case.
4. All hearings shall be held in private session unless otherwise mutually agreed.

5. It shall be the responsibility of the Superintendent of Schools of the District to take such steps as may be necessary to give force and effect to these procedures. Each person to whom a grievance is presented shall have the responsibility to consider promptly each such grievance and to make a determination within the authority delegated to him within the time specified in these procedures.
6. Conferences or hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, all persons who participate shall be excused without loss of pay.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in any step of this procedure may be extended, in any specified instance by mutual agreement. If one of the parties shall be required to be out of the District on school business, such absence shall not be counted as lapsed time.
8. The Union has the right to initiate or appeal a grievance. Such grievance shall be initiated at the appropriate step of the grievance procedure and may, if necessary, be appealed through succeeding steps of the grievance procedure according to the time limits and other conditions specified for such succeeding step.
9. Where a group of employees have a common grievance, the President of the Union, in the name of the Union, acting on the employees' request, may initiate a group grievance on their behalf by filing a written grievance at the appropriate step of the grievance procedure. If necessary, the Union may appeal the grievance through succeeding steps of the grievance procedure according to the time limits and other conditions specified for such succeeding steps.
10. Where a grievance involves an act or condition over which an immediate supervisor is without power or authority to act, including but not limited to salary or leave agreements or policies, a grievance may, if necessary, be processed through Step 5.
11. The Board of Education through their administrators shall have the right to bring a grievance against an employee or the Union. Following the Board's written notice of a grievance, under the time limits for initiation of employee grievances in subdivision 13 of the General Procedures of the Grievance Procedure, a conference shall be held within 10 days between the Board and the party aggrieved against with a view to arriving at a mutually satisfactory resolution of the grievance. At such conference, the Board, the Union and the party aggrieved against shall be entitled to

be represented and to be heard, and all parties shall have at least two days' notice of the time and place of the conference.

The party aggrieved against shall report its decision in writing to the Board of Education within 10 days of the conference. If the Board is not satisfied with the decision, it may, within ten (10) days, file a notice of arbitration under the requirements spelled out for employee notice of arbitration in Step 5 of the Grievance Procedure. The arbitration procedure and decision process of Step 5 of the Grievance Procedure shall govern the disposition of the grievance.

12. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the grievance shall be deemed to be settled, and the settlement shall be so noted on a report signed by both parties, together with the terms of the adjustment.
13. Grievance must be presented within 15 working days after the cause of the grievance arises unless it is impossible for the employee to know he has a grievance, in which case, a grievance may be presented within 15 working days from the date when it was first possible for him to have such knowledge. In the event a grievance is filed late in the school year so that sufficient time as stipulated under all the steps of the procedure might not be provided should it be necessary to pursue the grievance through the final step, all parties will be expected to make a special effort to expedite the grievance. In any event, the grievance shall be consummated under the terms of this Agreement and this article, and not under a succeeding contract or Agreement.
14. Nothing contained in this article or elsewhere in this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations or applicable Federal and State Laws.

D PROCEDURES FOR GRIEVANCE ADJUSTMENT

1. Step 1

Any employee considering himself aggrieved may, either orally or in writing, present a grievance to his immediate supervisor within the time limit specified in subdivision 13 of the General Provisions of this Grievance Procedure. The aggrieved employee may appear personally or he may be represented by an Association representative or other representative, but where the aggrieved employee is so represented, he nevertheless must be present any grievance thus presented which involves the terms of this Agreement, either in application or interpretation, or which would affect the working conditions or the welfare of the employees in the negotiating unit, shall entitle the Union to be present through a representative to state the views of the Association. If the grievant indicates in writing his intention to continue the grievance, his immediate supervisor shall advise the President of the Union to designate a

representative to attend the conference, and he shall give the Union and the grievant two (2) working days' notice of the time and place of such conference. The immediate supervisor shall communicate his decision and supporting reasons in writing to all persons present at the Step 1 conference within five working days after the conference.

The CSEA will establish a committee to review and process grievances. This committee shall consist of no less than three and no more than five members. This committee will have the authority to determine whether a grievance meets the necessary requirements of this Appendix. Furthermore, committee members will be offered grievance representative training. The District must respond, in writing to all grievances the Union presents, within ten days of receipt of said grievance. A failure to respond will be deemed a denial, and the Union will then proceed to the next step.

2. Step 2

If not settled pursuant to the ongoing procedure, the grievance may be appealed to the Assistant Superintendent for Business within five (5) working days after receipt of the decision in Step 1. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 1. It shall also state the names of the grievant's representative, if any, and the representative of the Union present at Step 1. The Assistant Superintendent for Business shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and the Union's representative shall be given at least two (2) days' notice of the conference and an opportunity to be heard.

Notice of the conference shall also be given to the immediate supervisor of Step 1, who may be present to state his views. The employee's and the Union's right to be heard and represented shall be as stated in Step 1, except that the Union may designate a different representative at this Step, if necessary. The Assistant Superintendent for Business shall communicate his decision in writing, together with his supporting reasons, to the aggrieved employees, to the Union representative and to the Step 1 immediate supervisor within ten (10) working days after receiving the appeal.

3. Step 3

If not settled pursuant to the foregoing procedure, the grievance may be appealed to the Superintendent of Schools within five (5) working days after receipt of the decision in Step 2. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2. It shall also state the names of the grievant's representative, if any, and the representative of the Association present at Step 2. The Superintendent of Schools shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and the Union's representative shall be given at least two (2) working days' notice of the conference and an opportunity to be heard. Notice of the conferences shall also be given to the immediate

supervisor and the Assistant Superintendent for Business, who may be present to state their views. The employee's and the Union's right to be heard and represented shall be as stated in Step 1, except that the Association may designate a different representative at this step, if necessary. The Superintendent of Schools shall communicate his decision in writing, together with his supporting reasons, to the aggrieved employee, to the Union representative, the Assistant Superintendent for Business and to the immediate supervisor within (10) working days after receiving the appeal.

4. Step 4

If not settled pursuant to the foregoing procedure, the grievances, may be appealed to the Board of Education within five (5) working days after the decision is received in Step 3. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and decision at Step 3. It shall also state the names of the grievant's representative, if any, and the Union representative present at Step 3. Notification of the hearing on the appeal, and the grievant's and the Union's rights to be heard and represented shall be as stated in Step 1, 2 and 3, except that the appeal must be heard within ten (10) working days of the Board's receipt of the appeal. Notice of the hearing and an opportunity to be heard shall be given to the Superintendent of Schools and the immediate supervisor of Step 1, if any, involved. The Board of Education shall render a decision within ten (10) working days of its hearing on the appeal. The decision shall be immediately transmitted by the Board, together with supporting reasons to the grievant and the Association representative who participated in this step, as well as the Superintendent of Schools and the immediate supervisor of Step 1, if any involved.

5. Step 5 – Arbitration

If not settled pursuant to the foregoing procedure, the Union may submit the grievance to an arbitrator for decision. The proceedings shall be initiated by the filing of a notice of arbitration with the Board of Education and with the Public Employment Relations Board, if it is providing grievance arbitration services, otherwise, with the American Arbitration Association. The notice shall be filed within ten (10) working days after receipt of the decision of the Board of Education in Step 4. The notice shall include a statement of the nature of the grievance and the facts relating to it, a statement setting forth precisely the issue to be decided by the arbitrator, copies of the decisions and supporting reasons on the grievance up to the time of the arbitration appeal and copies of all other documents, exhibits and information.

The arbitration agency shall appoint an arbitrator to serve in the case and its arbitration rules shall apply to the proceedings insofar as they relate to any hearings, fees and expenses. The arbitrator shall hold a hearing, unless such hearing is waived by the parties within fourteen (14) working days after being appointed. This time limit may be extended by mutual agreement of the parties involved. The arbitrator shall give at least five (5) working days' notice of the time and place of such hearing to the grievant, the Board of Education, the Superintendent of Schools, the Union, and the immediate supervisor of, Step 1, if any, involved. The arbitrator shall issue his decision not later than fourteen (14) working days from the date of the closing of

the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision to matters specified in the "grievance" definition of this procedure, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law. However, he shall be without power and authority to make any decisions which are:

- a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
- b. Involving Board of Education discretion or policy under the provisions of this Agreement, except that he may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy in a discriminatory fashion, i.e., in a manner unreasonably inconsistent with the general practice of the District in similar circumstances. The decision of the arbitrator will be accepted as final by the parties to the grievance dispute, and both will abide by it. The costs of arbitration will be borne equally by the parties to the grievance dispute.

**HENDRICK HUDSON SCHOOL DISTRICT
CSEA SALARY SCHEDULES
2019-2022**

TITLES	2019-20 2.00%	2020-21 2.00%	2021-22 2.00%
<u>Foreman Auto Mechanic</u>	\$82,472	\$84,122	\$85,804
<u>Auto/Maintenance Mechanic</u>	\$76,116	\$77,639	\$79,192
<u>Head Custodian</u>			
High School	\$80,109	\$81,711	\$83,345
Middle School/Outside Crew	\$78,483	\$80,053	\$81,654
Elementary	\$76,843	\$78,380	\$79,947
<u>Senior Custodian - H.S.</u>			
Step 3	\$74,058	\$75,539	\$77,050
Step 2	\$69,668	\$71,061	\$72,483
Step 1	\$65,776	\$67,091	\$68,433
<u>Senior Custodian- BMMS</u>			
Step 3	\$72,638	\$74,091	\$75,573
Step 2	\$68,256	\$69,621	\$71,014
Step 1	\$64,345	\$65,632	\$66,944
<u>Senior Custodian - ELEM</u> (at least 3 Night Men)			
Step 3	\$71,783	\$73,218	\$74,683
Step 2	\$67,398	\$68,745	\$70,120
Step 1	\$63,507	\$64,777	\$66,073
<u>Custodian Bus Driver</u>			
Step 4	\$72,420	\$73,868	\$75,346
Step 3	\$68,054	\$69,415	\$70,804
Step 2	\$63,717	\$64,992	\$66,292
Step 1	\$56,290	\$57,416	\$58,564
<u>Chauffeur</u>			
Step 4	\$69,786	\$71,182	\$72,606
Step 3	\$65,411	\$66,719	\$68,053
Step 2	\$61,505	\$62,735	\$63,990
Step 1	\$54,604	\$55,696	\$56,810
<u>Custodian</u>			
Step 4	\$67,583	\$68,935	\$70,314
Step 3	\$63,199	\$64,463	\$65,752
Step 2	\$59,299	\$60,485	\$61,694
Step 1	\$52,507	\$53,557	\$54,628
<u>Watchman</u>	\$73,616	\$75,089	\$76,591
<u>Custodial Worker Head Driver</u>	\$75,525	\$77,035	\$78,576

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Board of Education of the Hendrick Hudson Central School District (hereinafter the "District") and the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO (hereinafter the "Union") are parties to a certain collective bargaining agreement (hereinafter the "Agreement"); and

WHEREAS, the parties have had discussions with regard to an amendment to said Agreement; and

WHEREAS, the parties seek to codify an amendment to the Agreement, subject to ratification by the District's Board of Education; now therefore

IT IS HEREBY AGREED by and between the parties that the following shall constitute an Amendment to the aforementioned Agreement subject to the terms set forth herein:

1. The terms set forth above shall not be effective unless and until ratified by the Board of Education.
2. Amend Article 2, "Recognition of Negotiation Unit", Section 2.1, to state the following:
"The Board of Education of the Hendrick Hudson School District, having determined that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, is supported by the majority of the custodial staff members of the school district, has recognized the above Union as the exclusive negotiating agent for the Custodial,, Transportation and Maintenance staff members of the district, including par-time substitute bus drivers."
Remainder of that Section shall remain unchanged.
3. Insert a new Article 34 to the Agreement, entitled "Part-Time Substitute Bus Drivers", which shall state as follows: "The only provisions, terms and conditions of this Agreement which shall apply to part-time, substitute bus drivers is the following salary structure:

Part-Time Substitute Bus Driver shall be paid on an hourly basis for all hours actually worked based upon the hourly rate determined using Step 1 of the attached salary schedule

The remainder of the provisions, terms and conditions of this Agreement shall not be applicable to part-time substitute bus drivers." (Step 1).

4. The current Article 34, entitled "Duration of Agreement", shall be renumbered Article 35 with the same title.
5. The Union and any and all grievants hereby agree to withdraw any outstanding claims and/or grievances regarding this issue, with prejudice.

6. This Amendment shall be effective July 1, 2006.
7. The terms and conditions in the Collective Bargaining Agreement not expressly modified above shall remain unchanged and in full force and effect during the term of the existing Agreement.



Local 1000, AFSCME, AFL-CIO
103 Washington Ave., Albany, NY 12210

Danny Donohue, President

