

AGREEMENT

By and Between

Watertown City School District

and

**Civil Service Employees Association Local
1000, AFSCME/AFL-CIO, Watertown Schools
Local 823, Custodial & Maintenance Unit 7161**

July 1, 2023-June 30, 2027

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**WATERTOWN CITY SCHOOL DISTRICT
WATERTOWN, NEW YORK
CUSTODIAL AND MAINTENANCE UNIT AGREEMENT
JULY 1, 2023 - JUNE 30, 2027**

The Board of Education of the City School District of the City of Watertown, New York having recognized the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Custodial and Maintenance Association Unit No. 7161 as the exclusive representative of all employees of the school district engaged in the performance of custodial and maintenance duties excepting the person having supervisory responsibility for building and grounds, hereby enters into the following agreement.

In accordance with Section 208 of the Civil Service Law of the State of New York, Board recognition entitles the Association to all rights, benefits and protections accorded by law.

In response to this recognition, and in accordance with Section 210 of the Civil Service Law, the Custodial and Maintenance Association unit of the Civil Service Employees Association reaffirms that the Association does not assert the right to strike against any government, to assist or participate in such strike. This affirmation is to continue in effect throughout the period of recognition.

ARTICLE I - DURATION OF AGREEMENT

This Agreement and all its terms and provisions is effective and shall remain in full force for a period of four school years commencing July 1, 2023 and terminating June 30, 2027, and shall control and govern all matters herein set forth throughout said period.

ARTICLE II - PAYROLL DEDUCTION

- A. The Union and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this Agreement and to explain Civil Service Employees Associations sponsored benefits and programs.
- B. The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the City School District.
- C. The Civil Service Employees Association, Inc., having been duly recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement. The District agrees to deduct from the salaries of employees covered under the terms of this collective bargaining dues or such monies as authorized for the Civil Service Employees Association as said employees individually and voluntarily authorize the District to deduct in accordance with the terms of an individually signed authorization, which includes but is not limited to a dues deduction authorization card.

1. The District agrees to transmit the monies deducted at the employees' request to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, NY 12224 on a payroll period basis.
 2. The Association agrees to provide all executed dues authorization cards signed by newly hired employees to the District or by any other employee eligible to join the union and who authorizes the deduction of dues from the employee's paycheck. The District shall have no obligation whatsoever to deduct dues from any employee unless the District has been provided a copy of a properly signed dues authorization card.
 3. The District agrees to abide by the terms and conditions of revocation of a properly signed dues authorization card or such other authorization consistent with the terms and procedure outlined on the dues authorization card or such other authorization pursuant to the requirements of New York State Civil Service Law.
- D. On the effective date of this Agreement, the employer shall supply to the Watertown City School District Custodial Unit of CSEA, a list of all employees in the bargaining unit showing the employee's full name, hourly rate of pay, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Watertown City School District Custodial Unit of CSEA, on a yearly basis.
- E. The employer shall supply the Watertown City School District Custodial Unit of CSEA, twice each year, the name, job title, hourly rate of pay, and work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees showing the job title, hourly rate of pay, and work location, who terminate their employment.
- F. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union-sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, NY 12224 on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

ARTICLE III - WAGES

- A. Wage Increases
1. Wage increases for the duration of this contract for covered employees shall be as follows:
 - a. In the 2023-24 school year, returning employees' wage increases over the previous year school year will be 3.50% or to the minimum hiring rate, plus \$.10 per hour, whichever is greater.

PLUS

For the 2023-24 school year, returning employees' hourly rate will be increased based on the number of continuous years of service with the District as follows:

2023-24 Year of Service Increase	
Years 5- 9	\$.05 per hour
Years 10-14	\$.10 per hour
Years 15-19	\$.15 per hour
Years 20-24	\$.20 per hour
Years 25-29	\$.25 per hour
Years 30-34	\$.30 per hour
Years 35-39	\$.35 per hour
Years 40-44	\$.40 per hour
Years 45-49	\$.45 per hour
Years 50+	\$.50 per hour

- b. In the 2024-25 school year, returning employees' wage increases over the previous year school year will be 4.00% or to the minimum hiring rate, plus \$.10 per hour, whichever is greater.
- c. In the 2025-26 school year, returning employee's wage increases over the previous year school year will be 3.50% or to the minimum hiring rate, plus \$.10 per hour, whichever is greater.

PLUS

For the 2025-26 school year, returning employees' hourly rate will be increased based on the number of continuous years of service with the District as follows:

2025-26 Year of Service Increase	
Years 5- 9	\$.10 per hour
Years 10-14	\$.20 per hour
Years 15-19	\$.30 per hour
Years 20-24	\$.40 per hour
Years 25-29	\$.50 per hour
Years 30-34	\$.60 per hour
Years 35-39	\$.70 per hour
Years 40-44	\$.80 per hour
Years 45-49	\$.90 per hour
Years 50+	\$1.00 per hour

- d. In the 2026-27 school year, returning employee's wage increases over the previous year school year will be 3.90% or to the minimum hiring rate, plus \$.10 per hour, whichever is greater.

2. Longevity

- a. Starting July 1, 2023, employees will receive a onetime longevity payment for the anniversary years listed in the chart below, based upon the number of completed continuous years of service in the District (excluding substitute service) as of September 1st of each school year.

Example

An employee hired on September 15, 2008, would earn their longevity for their 15-year anniversary on September 1, 2024, whereas an employee hired on August 15, 2008, would earn their longevity for their 15-year anniversary on September 1, 2023.

Longevity payments during anniversary years will be applied after any percentage increase, and will be added to the member's base wages.

Longevity	
Year 10	\$525
Year 15	\$525
Year 20	\$525
Year 25	\$525
Year 30	\$525

Example

An employee who would earn their longevity for their 15-year anniversary on September 1, 2023, and is receiving a 3.00% wage increase for the 2023-24 year would first have the 3.00% increase applied to their 2022-23 hourly rate, then they would receive the \$525 longevity payment applied to their annualized wages.

- b. An employee will not receive a longevity payment during a period of layoff, if the employee returns to service in the District after being recalled from layoff, the period of layoff will not be considered a break in service for the purposes of being eligible for future longevity payments.

- c. An employee holding more than one title in the District will only be eligible for one longevity award.

3. An employee is hired pursuant to a fiscal year calendar commencing July 1st of any year and ending on June 30th of the subsequent year.
 - a. If an employee is hired on or before December 31st of the fiscal year, said employee is entitled to the full agreed upon percentage increase in their base wage the following year.
 - b. If an employee hired after December 31st but on or before April 30th, said employee is not entitled to the next year's full agreed upon percentage increase in their base wage, but is entitled to ½ of the agreed upon percentage increase in their base annualized base wages the following year.
 - c. If an employee is hired on or after May 1st, said employee is not entitled to a percentage increase in their base wage the following year, provided that no employee shall be paid less than the minimum hiring rate in any title.
 4. Starting wage at the time of an employee's initial employment must be at or above the minimum starting rates of the appropriate job classifications under Appendix A.
 5. Part-time wage will be prorated based on the base wage of the full-time position in the same classification.
- B. When an individual who has been employed in a regular part-time position is appointed to a full-time position, the years of part-time service shall be considered equivalent to the same number of years of full-time service for wage determination.
- C. Any employee who is required by the Director of Facilities to work a total of five (5) or more days in any one fiscal year in a classification in a higher wage grade than the employee's regular assigned position shall receive the starting wage rate for the higher classification for all hours worked beginning with the sixth (6th) day in that assignment. If the starting wage is not a higher rate than the employee's regular rate, they will be paid one dollar (\$1.00) more per hour the employee's regular rate of pay. To qualify for the higher wage rate, the five (5) days must be in the same higher classification.

ARTICLE IV - OVERTIME

Overtime pay will be paid employees at time-and-one-half the regular hourly rate for hours worked in excess of forty (40) hours in any given work week. All approved, paid leave days will be counted as time worked. Overtime caused by emergency situations, vandalism, weather conditions, building rentals, etc. will be compensated at the time and one-half rate for the actual time worked. A minimum of two hours will be guaranteed. Building checks fitting the above description will be compensated at time and one-half with a guarantee of one hour.

Any Sunday, Sunday Building Checks, or holiday overtime caused by emergencies, vandalism, weather conditions, building rental, etc. will be compensated at double-time for the actual time worked. A minimum of two hours will be guaranteed. Building checks will also be compensated at double-time with a guarantee of one hour.

A building check will consist of at minimum, but not limited to the following items:

- A visual inspection of each boiler, checking for leaks.
- Check boiler pumps, condensate tanks and plumbing leaks.
- Check mechanical rooms for coil leakage or mechanical issues with equipment.
- Check restroom fixtures for leakage or stuck flush valves.
- Check classrooms for open windows or leaks from vents or coils.
- Check gymnasiums for any water filtration.
- Check electrical distribution rooms for any issues.
- Check outside doors to make sure they are locked and secured.
- Any additional items will be assigned in an as needed building basis.

During the school year overtime assignments shall be distributed to qualified employees on an equitable basis for each building. For purposes of accounting, each building shall maintain a rotation schedule for overtime assignments. Employees not accepting an overtime assignment when offered, will be credited as having received the assignment for purposes of distributing overtime as equitably as possible. Should no qualified person in a building accept the assignment, it shall be assigned to the employee who was offered such assignment first. Refusal to accept such assignment after the list has been canvassed, will be grounds for disciplinary action.

ARTICLE V - VACATIONS

Each full-time employee covered by this Agreement whose employment is for twelve months of the year shall be entitled to an annual vacation with pay in accordance with the provisions outlined below.

1. After the completion of continuous employment on or before June 30th of a given year, as follows:

Less than One Year - Two weeks prorated

One to Seven Years - Two weeks' vacation

Eight to Fourteen Years - Three weeks' vacation

Fifteen to Twenty-two Years - Four weeks' vacation

Twenty-three Years Plus - Five weeks' vacation

2. It is in both parties' interest that vacations be distributed throughout the year in a manner that prevents undue hardship upon those remaining employees not on vacation. Toward this goal the following guidelines shall prevail:

- a. Employees entitled to four (4) or more weeks shall take no more than two (2) during the month of June and summer recess.

- b. All vacations for those employees who earn three weeks or less for the year must be scheduled when school is not in session unless the Superintendent of Schools approves and authorizes vacation time when school is in session. Employees who have earned four or five weeks of vacation time may take vacation time when school is in session as long as their work is adequately covered and the Director of Facilities and the Superintendent both authorize the scheduling in advance.

- c. On a rare occasion, and in the specific case of employees entitled to five

weeks' vacation, the District reserves the right to require an employee to work during their fifth (5th) week of vacation. If this option is exercised, the employee shall be paid double time for all work completed during a period that would have otherwise been an earned vacation period.

- d. The Association and the members understand and agree that the District will not normally approve a request to use vacation time in the last two (2) weeks of August of any year absent unique circumstances in order to meet the operational needs of preparing the District for the opening of school.
3. Toward the foregoing goals, the scheduling of vacations shall be discussed by the employee with the individual having supervisory responsibility for building and grounds. Said vacation shall be mutually agreed upon at least ten (10) days prior to commencement. An employee may request permission to use vacation days with less than 10 days' notice, but such use may be approved or denied in the sole discretion of the supervisor for buildings and grounds or the Superintendent, whose decisions are final and not subject to grievance unless the denial is for completely arbitrary and capricious reasons.
4. In determining years of service, an employee is hired pursuant to a fiscal year calendar which commences on July 1st of any year of an individual's employment. The standard vacation period shall be prorated if they actually worked less than a full twelve months. For 'long range' vacation computation, a full year's employment credit shall be issued if the employee is actually employed on or before December 31st of any fiscal year.
5. Vacation Buyout: Employees may sellback unused vacation for the current fiscal year by the last pay period of that fiscal year. The request shall be made in writing by the end of July on each given year. Employees may sell back up to two (2) days. Payment will be made by the District by the last pay period in October.

The employee may choose to have this 'Vacation Buyout' directly deposited into a 403 (b) plan chosen by the employee or as a cash payout.

ARTICLE VI - LEAVES OF ABSENCE

FAMILY ILLNESS

All employees covered by this agreement are entitled to five (5) days per year for illness in the immediate family subject to the following:

1. For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half months of anticipated actual employment in that year.
2. Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative living in the same household.
3. When an employee is absent for three (3) or more consecutive work days for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness.

4. Days allowed for family illness will be rolled over into the employee's sick time if not used in that calendar year.

BEREAVEMENT LEAVE

All employees covered by this agreement are entitled to Bereavement Leave, for death in the immediate family, subject to the following:

1.
 - a. Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative living in the same household.
 - b. Family is defined as aunt, uncle, sister-in-law, or brother-in-law. Name and location of the services for the deceased must be disclosed to immediate supervisor at the time of request for such leave to be approved.
2. In cases of relative other than the above, the employee shall submit for approval to their immediate supervisor and the Superintendent, written justification as to the closeness of relationship. In these instances, it is understood that there is no requirement to grant 5 days of leave and that the District will consider other relations on a case by case basis, furthermore the District reserves the right to limit leave time to the day of the funeral only.
3. Each employee will be entitled to five (5) days absence for each death in the immediate family as defined in #1 above. Each employee will be entitled to three (3) days absence for each death in the family as defined in #1 above.
4. Where bereavement leave is being requested, as provided in paragraph 3 above, employees must make written requests to the Facilities Director which will be forwarded to the Superintendent of Schools.
5. In cases of a relative other than the above, or additional time is needed beyond detailed above, the employee shall submit the request with written justification as to the closeness of the relationship to the supervisor for buildings and grounds who will then forward to the Superintendent of Schools for approval. In these instances, it is understood there is no requirement to grant bereavement leave and the district will consider other relations on a case-by-case basis. Furthermore, the District reserves the right to limit leave time to the day of the funeral only.

NECESSARY BUSINESS DAYS

All employees covered by this Agreement are entitled to three (3) necessary business days per year subject to the following.

1. Normally a reason or excuse for a necessary business absence is not required, but reasonable notice must be given by the employee to their immediate supervisor or the Superintendent. Whenever possible, at least forty-eight (48) hours advance notice for use of a personal business day will be given.
2. In the absence of special circumstances to be reported by the employee to their immediate supervisor and to the Superintendent, a necessary personal business day shall not be taken on a day prior to or following a school vacation or holiday.

3. Unused personal business days accrue as sick days and are added to any balance accrued at the end of each school year.

SICK LEAVE

1. All employees covered by this agreement are entitled to twelve (12) sick leave days per year cumulative to a total of 200 days’ subject to the following:
 - a. For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
 - b. A doctor's certificate or other proof acceptable to the Director of Facilities must be furnished for any absence for sickness extending more than five (5) consecutive work days. The District may request such proof after an absence for three (3) consecutive work days.

SICK LEAVE INCENTIVE

1. Bargaining unit employees will be given the option to sell back to the District sick leave days at the employees’ existing daily rate of pay at the time of the sellback. The member can sell back a maximum of (5) sick days a year based on the amount accumulated and the schedule below.

Accumulated Sick Days	Number of Days to Sell Back
12-33	2
34-51	3
52-71	4
72+	5

2. To sell back days, the employee must notify the District by June 30th in the year in which the member met the following qualifications to be eligible to sell back days:
 - i. Employee must have used no more than (3) personal sick days in the eligibility year;
 - ii. The employee must not have missed any work days for no pay; and
 - iii. Proper use under the contract of personal, bereavement, family illness, days which are not deducted from sick leave time, sick bank leave donation, or vacation, as the case may be, will not affect eligibility for sellback days under this section.

The school year will be July 1 to June 30. The District will include payment for the appropriate amount in the last pay period in October. The employee may choose to have the payment for this incentive deposited directly into a 403 (b) plan chosen by the employee or as a cash payout.

SICK LEAVE BANK

Both parties agree that the District will establish a sick leave bank for all non-instructional employees of the Watertown School District.

ASSOCIATION DAYS

1. The Association (CSEA) Unit President may conduct Association business during the day, but only insofar as said business does not detract in any manner from the President's primary obligations to their school district job responsibility; and with the approval of the President's immediate supervisor.
2. The Unit President and Unit Vice-President shall be provided three (3) days and two (2) days respectively for each for CSEA training, meetings or workshops annually at the discretion of the Superintendent.
3. The Secretary and Treasurer shall be provided one (1) day each for the same reason.

LEAVES OF ABSENCE WITHOUT PAY

It is each member's responsibility to be aware of leave time balances. At no time will leaves of absence without pay be allowed without five (5) days advanced approval and written consent of the superintendent of schools. Such approval will be at the sole discretion of the superintendent and considered for extraordinary circumstances only.

ARTICLE VII - EXTENDED ABSENCE

Any employee who is unable to return to work after exhausting sick leave may apply for leave of absence without pay for a period not exceeding one year. If said leave is granted, and the employee at the expiration of such leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to fill this position.

ARTICLE VIII - HEALTH INSURANCE

The District will pay Health Insurance premium costs for each employee covered by this agreement as follows:

1. Premium Rates - The employee will pay a dollar amount equivalent to 15% of the premium on the chosen health insurance plan to be deducted from the employee's paycheck each pay period during the fiscal year. The District will pay the remainder of the premium.
2. Employees working less than full-time (8 hours per day) on a permanent regularly scheduled basis will not be eligible for health insurance.
3. Any employee hired must qualify under No. (2) above in order to be eligible for Health Insurance. Should the carrier for this plan be changed, the District will provide essentially the same or equivalent coverage.
4. Commencing July 1, 1994, the District will implement a 125 plan for employee health insurance contributions.
5. Health Insurance coverage upon retirement:

1. Employees hired after July 1, 2005, will be eligible to continue health insurance coverage in retirement provided they have met the following requirements:
2.
 - A. Are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - B. Provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employee's Retirement System;
 - C. Meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

Years of Service in District	Employee Premium Contribution	District Premium Contribution
5-9	75%	25%
10-19	50%	50%
20-24	25%	75%
25+	0%	100%

3. Employees hired on or after July 1, 2016, will be eligible to continue health insurance coverage in retirement provided they have met the following requirements:
 - A. They Employee is employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - B. The Employee provides proof of retirement and otherwise meets the definition of retirement as specified in the NYS Employee's Retirement System;
 - C. If the employee has worked at least 15 years of service prior to retirement, the employee will contribute a dollar amount equal to twice (2X) the percentage contribution rate for premiums for active employees in future contracts

or

If the employee has worked at least 20 years of service prior to retirement, the employee will contribute a dollar amount equal to the percentage contribution rate for premiums for active employees in future contracts.

ARTICLE IX - RETIREMENT PLAN

The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G "Career Retirement Plan" of the New York State Retirement and Social Security Law.

ARTICLE X - RETIREMENT INCREMENT

Any employee working more than four (4) hours per day who retires after the completion of ten (10) years of service in the Watertown School District, shall be compensated for each day of accumulated sick leave up to a maximum of 200 days (\$5700) as follows:

- \$ 12/day for the first 100 days
- \$ 30/day for day 101 through day 150
- \$ 60/day for day 151 through day 200

Any employee working four (4) hours or less per day shall have the above amounts prorated to one-half the amount indicated.

ARTICLE XI - DENTAL INSURANCE

For any eligible participating employee in the Dental Plan, the District will contribute \$50 towards the individual plan or \$100 towards the family plan. For an employee to be eligible for the dental plan the employee must work at least 30 hrs/wk.

Association and District representatives shall form a committee of labor and management to review the current dental plan for possible changes. It is understood the District and all its bargaining units must agree to a change in Dental Insurance provider or any change to existing benefits or coverages. It is further understood that the committee's review and recommendations, if possible, would be completed prior to the end of the 2009-2010 school year. Any recommendation to change plans shall require the approval of the board.

ARTICLE XII - SNOW DAYS

All employees covered by this Agreement will report on snow days, remain for emergency early dismissals and assist with snow removal unless otherwise directed by the Superintendent or their designee.

ARTICLE XIII - ADDITIONAL HOLIDAYS

Paid holidays are:

- | | |
|----------------------------------|---------------------------|
| New Years' Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| Washington or Lincoln's Birthday | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve |
| July Fourth | Christmas Day |
| Labor Day | |

Juneteenth (when recognized as a holiday on the District's instructional calendar and if the employee would be otherwise scheduled to work).

ARTICLE XIV - EMPLOYMENT OPENINGS

1. Job Postings

Open positions in the bargaining unit will be posted for a total of (5) working days. President, Head Custodians and Custodians in Charge will receive a copy of all postings. All positions shall be posted as soon as possible in order to move the process along and fill positions as soon as possible.

2. Job Interviews

- a. When a Custodial or Maintenance opening occurs and prospective employees are to be interviewed, the Director of Personnel will notify the President of the Watertown Custodial and Maintenance Unit of the CSEA of the opening.
- b. Members of the Association, with others, shall be afforded the opportunity to apply and upon applying shall be given the same interview consideration as other applicants.
- a. Seniority in continuous employment in the District will be respected consistent with the following qualifications: a) physical ability; and b) aptitude for the position to be filled. When qualifications are totally equal, seniority will prevail.
- d. Final decision in passing upon qualifications of applicants and making appointments shall rest with the Board of Education.

ARTICLE XV - EMPLOYEE POLICY COMMITTEE

The Custodial and Maintenance Association shall appoint a committee of its own choosing which shall have the right to meet periodically with the Superintendent or their designee to discuss any problem or matters of employment not governed by an established policy other than individual grievance under the regular Grievance Procedure.

The Board of Education will give full consideration to any suggestions by the employee committee for the preparation of a written guidebook containing employment policies, job outlines, and a code of ethics all pertinent to custodial and maintenance employees.

ARTICLE XVI - UNIFORMS

- A. The district will provide five (5) sets of uniforms for each employee upon their initial employment. Thereafter, employees will be provided three (3) sets of uniforms on an annual basis. Employees will be expected to wear such uniforms on duty, and will be responsible for their cleaning and maintenance.
- B. The Watertown City School District agrees to reimburse each member of the bargaining unit up to \$175 each year for clothing, footwear, etc. that is safety appropriate for the assigned job responsibilities. Purchases must be pre-approved by the Facilities Director for the employee to be eligible for reimbursement.

- C. Regarding footwear, custodians and maintenance workers will wear the required safety boots (with ankle protection and steel or composite toe boot), while cleaners will wear slip resistant shoes/sneakers while on duty as a condition of employment and should the employee not be wearing the required safety boots and suffer an accident resulting in injury because of the employee was not wearing their safety boots, it shall be considered a serious safety violation. If an employee has a medical basis that requires the use of orthotic or specialty safety boots or shoes and such boots or shoes exceed the reimbursement rates above, the Superintendent may approve such excess cost on an individual basis only once every 2 years for any given employee. Any variation for the purchase of required footwear as indicated in this section can be dealt with on a case by case basis.
- D. The District may endeavor to secure a vendor which will come to the District once (1) per year so employees may purchase footwear and clothing pursuant to the restrictions listed above in this Article.

ARTICLE XVII - GRIEVANCE PROCEDURE

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

SECTION II: DEFINITIONS

- 1. A GRIEVANCE is a claim by an employee covered by the agreement that there has been a violation, misinterpretation or misapplication of this agreement.
- 2. AGGRIEVED PARTY shall mean any person(s) in the negotiating unit filing a grievance.
- 3. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances under this procedure.
- 4. DAYS shall mean weekdays (Monday through Friday) where the District is open for business, which necessarily excludes federal holidays.

SECTION III: PROCEDURES

- 1. Except at Stage 1 A, all grievances shall be in writing and include:
 - a. the name of the aggrieved party.
 - b. the nature of the grievance including a specific statement of:
 - (I) the provisions of the agreement alleged to be violated;
 - (II) the date, time and place the event giving rise to the grievance took place;
 - (III) the identity of any person(s) causing the event being grieved;
 - (IV) the names of any witnesses to the event known to the grievant;
 - (V) copies of any materials, relevant documents, and records in possession of the grievant concerning the alleged grievance.
 - c. nature of redress sought. Except at Stage 1 A, all decisions shall be in writing.

2. At Stages 1, 2 and 3 the grievant is entitled to representation of their own choosing. Except as otherwise provided in Stage 1, the aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against them, to testify and call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings which may be taken at each and every stage of this grievance procedure upon payment of a reasonable charge.
3. In the preparation and processing of grievances, every effort will be made to avoid interference with the normal workday.
4. The Board and the Association agree to make available all documents and records concerning the alleged grievance.
5. No interference, coercion, or reprisal of any kind will be taken by the Board, the administration, or the Association or its members against the aggrieved party, any representative, any other participant in the grievance procedure or any other person because of participation in the grievance procedure.
6. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. In the event that any grievance is adjusted at Stage 1 A, such adjustment will be binding provided such determination is within the scope of the Stage 1 A hearing officer's authority. Said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
8. The Superintendent of Schools shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes of testimony, written arguments and briefs, and all written decisions at all stages. The official grievance record shall be available for inspection by all parties. Any party may have a photocopy of the record by paying for the copies.

SECTION IV: TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, every reasonable effort will be made by all parties to expedite the process. No written grievance will be entertained unless the grievance is filed within eight (8) days after the employee knew or should have known of the act or condition on which the grievance is based.
2. The time limits specified for either party may be extended only by mutual written agreement. A defense of untimely filing shall not be considered waived by any attempts to adjust the situation giving rise to the grievance or to forestall similar incidents.

SECTION V: STAGES OF GRIEVANCE

Stage 1: Informal

- A. An employee having a grievance shall discuss it with their building principal in an effort to resolve the matter informally. When the grievant is a custodian and the grievance is presented either to the building principal or an immediate supervisor other than the Supervisor of Building and Grounds, the Supervisor of Building and Grounds shall be notified and asked to participate in the discussions.
- B. If the grievance is not resolved informally, the grievant shall reduce their grievance to writing and present it to the hearing officer at Stage 1A and the Association President within three (3) days of the principal's decision. No more than two (2) days after the written grievance is presented to them the principal will, without any further consultation with any party, render a decision in writing and transmit it to the employee and the Association President.

Stage 2: Superintendent of Schools

- A. If the employee initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision may be filed by the employee or the Association with the Superintendent of Schools within ten (10) days after the employee has received the written decision.
- B. Within five (5) days after receipt of the appeal, the Superintendent of Schools, or their duly authorized representative, shall schedule a hearing with the grievant, their representative, and all other parties in interest. This hearing must be held within seven (7) days of the Superintendent's receipt of the appeal.
- C. The Superintendent of Schools shall render a decision in writing to the employee and the Association President within ten (10) days after the conclusion of the hearing.

Stage 3: Board of Education

- A. If the employee and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within ten (10) days after they receive the decision at Stage 2.
- B. Within fifteen (15) days after receipt of an appeal the Board of Education or a committee thereof shall hold a hearing with the grievant, their representative, and all parties in interest on the grievance.
- C. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. The decision shall be promptly transmitted to the grievant and the Association President.
- D. Notwithstanding anything set forth above, the Board of Education, or the committees thereof, shall not be required to meet more often than ten (10) day intervals to process grievances.

Stage 4: Arbitration

- A. If after the appeal to the Board of Education, the Association is not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- B. Within five (5) school days after the written demand for arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, 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 five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue their decision not later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues.
- D. The arbitrator shall have no power or authority to alter, add to or subtract from the terms of this agreement, or make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XVIII - COMMERCIAL DRIVERS' LICENSE TRAINING COSTS AND FEE REIMBURSEMENT

- A. Training Costs.
 - 1. The District may select, at its sole discretion and as it determines a need, an employee from a list of interested candidates who wish to participate in and complete, an entry level driver training instruction program selected by the District to prepare the employee to obtain a Commercial Driver's License ("CDL") from the New York State Department of Motor Vehicles ("DMV").
 - 2. The District shall pay directly to the course provider the fees and/or tuition for the driver training instruction program in which the selected employee has been enrolled to prepare them to obtain their CDL. Additionally, the District will reimburse the employee the actual costs and fees associated with obtaining their CDL from DMV. Additionally, the District will pay the actual costs and fees associated with a medical certification if required for the CDL obtained under this section.

3. In exchange for the opportunity to receive their CDL, and in consideration of the District's costs for enrolling the employee in the driver training program and reimbursing them for the costs of obtaining their CDL, the employee shall agree not to leave the employment of the District for a period of three (3) years following the issuance of a CDL to them by DMV.
4. In the event the employee does not complete the entry level driver training program and obtain their CDL within six (6) months, for any reason including termination of their employment with the District, the employee will repay the District for the cost of the entry level driver training program and the reimbursement the Member received for the costs and fees associated with obtaining their CDL in full. At the discretion of the Superintendent an extension may be granted to complete the road test.
5. Should the employee's employment with the District be terminated for any reason before the expiration of three (3) years after issuance to them of a CDL by DMV as referenced in "3" above, or the employee's CDL is suspended or revoked, the employee will repay the District at the rate of one thirty-sixth (1/36) of the total amount of tuition assistance received from the District for each month of the unexpired three (3) year term.
6. To the extent allowed by law, the District may deduct the amount of any repayment obligation from any compensation due and owing to the employee including but not limited to wages, bonuses, vacation pay, and in the event of termination of employment may be set off against the employee's final paycheck and if applicable termination and/or severance pay.

B. CDL Costs and Fees.

1. The District shall reimburse those employees required by the District to maintain a CDL for the actual costs and fees associated with maintaining their CDL with DMV.

ARTICLE XIX - CIVIL SERVICE LAW

A. Employees covered by this Agreement, upon the satisfactory completion of their probationary period, shall be entitled to the rights and privileges covered by Section 75 of the Civil Service Law.

B. New Employees/Transfers

- a. The District agrees that it will comply with its obligations under Civil Service Law § 208 as amended on April 12, 2018. Those obligations include the following below.

- b. On the first Wednesday of every calendar month, the District's payroll office will provide to the bargaining unit President and Vice President a list of all new employees eligible for membership in the bargaining unit who are:
 - i. Newly hired or reemployed; and/or
 - ii. An employee recently promoted or transferred into a position represented by the bargaining unit where such employee was not previously in a position represented by the bargaining unit.
 - iii. The definitions of hired, reemployed, recently promoted, or transferred shall apply to all the terms of this Section.
- c. The list provided by the District to the bargaining unit shall contain at minimum the employee's name, address, job title, employing agency, department or other operating unit, work location, and hourly rate of pay.

C. Union Meetings Under Taylor Law: Monthly New Employee Meetings

- a. On a schedule agreed to by the Parties, new, reemployed, promoted, or transferred employees will be permitted a reasonable amount of time without charge to such employee's leave credits to meet with a union representative designated by the bargaining unit.
- b. The District and bargaining unit agree that such meeting time shall be at least 30 minutes, but on a case by case may be longer as agreed to by the District and the bargaining unit.
- c. A designated union representative may use union business time if the meeting falls within the union representative's work day. Where the designated union representative must travel to a different building to meet with the new employees, the representative shall be granted additional time as necessary for accommodate roundtrip travel time. Where the meeting falls outside the union representative's work day, the union representative shall not be entitled to any additional pay.
- d. Arrangements for the monthly meeting must be scheduled in consultation with the Superintendent or their designee.

ARTICLE XX - EQUALITY OF OPPORTUNITY

The parties of this contract warrant that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, terms and conditions of employment, lay-off, instruction or training opportunities for members, or potential members, of the bargaining unit on account of an individual's sex, race, or religious orientation.

ARTICLE XXI - SAVINGS CLAUSE

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXII - CHANGE IMPLEMENTATION

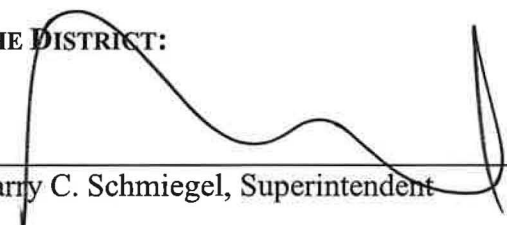
It is the intent of the parties that all rights, powers, prerogatives and authority that the Employer had prior to the signing of this agreement are retained by the Employer, and that with the exception of specific provisions of this agreement the employer shall have the unrestricted right to manage its affairs.

ARTICLE XXIII - STATUTORY NOTICE

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.

IN WITNESS WHEREOF this Agreement has been executed this 16th day of October, 2023.

FOR THE DISTRICT:



Dr. Larry C. Schmiegel, Superintendent

10/16/23

Date

FOR THE WATERTOWN CUSTODIAL CSEA:



Michael Grandjean, Unit President

10/16/2023

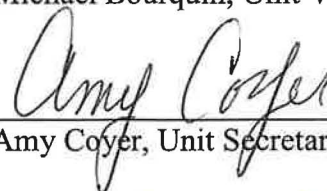
Date



Michael Bourquin, Unit Vice President

10/16/2023

Date



Amy Coyer, Unit Secretary

10/16/2023

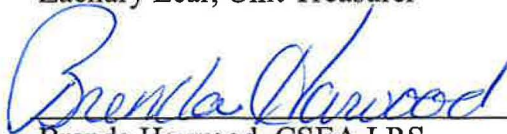
Date



Zachary Lear, Unit Treasurer

10/16/23

Date



Brenda Harwood, CSEA LRS

10/16/2023

Date

APPENDIX A

MINIMUM HIRING RATES

Title	2023-24	2024-25	2025-26	2026-27
Athletic Equipment and Field Maintenance Worker	\$17.00	\$18.25	\$19.25	\$20.25
Motor Vehicle Operator	\$17.00	\$18.25	\$19.25	\$20.25
Building Maintenance Worker	\$17.00	\$18.25	\$19.25	\$20.25
Building Maintenance Mechanic	\$18.00	\$20.25	\$21.25	\$22.25
Cleaner	\$15.50	\$16.75	\$17.75	\$18.75
Custodian	\$16.50	\$17.75	\$18.75	\$19.75
Head Custodian	\$17.75	\$19.00	\$20.00	\$21.00

DIFFERENTIALS

Differentials outlined in this Appendix will be provided to those employees that the District assigns to the following:

Assignment	Differential
Pool Certification	\$0.50 per hour
North/Wiley Head Custodian	\$0.50 per hour
Case/High school Head Custodian	\$0.75 per hour
Certified HVAC Technician*	\$1.50 per hour
Certified Electrician**	\$1.50 per hour
CDL	\$0.15 per hour

Should the District remove an employee from an assignment with a differential, the differential will cease.

*Certified HVAC Technician shall mean an individual who is eligible for, and has received, core Environmental Protection Agency Section 608 Certification.

**Certified Electrician shall mean an individual who has completed a program of study through a recognized trade or technical school or other institution of higher education, in the electrical trades or electrical wiring and circuits and/or has completed the level of apprentice in the electrical trades.