

AGREEMENT

BY AND BETWEEN

THE CHAPPAQUA CENTRAL SCHOOL DISTRICT

AND

CSEA, LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2021 - JUNE 30, 2024

TABLE OF CONTENTS

	PAGE
ARTICLE 1	DURATION 1
ARTICLE 2	RECOGNITION 1
ARTICLE 3	RIGHTS OF THE CSEA 1
ARTICLE 4	DUES DEDUCTION..... 2
ARTICLE 5	GRIEVANCE PROCEDURES 2
ARTICLE 6	LEGISLATIVE AUTHORITY..... 5
ARTICLE 7	SAVINGS CLAUSE..... 5
ARTICLE 8	DAILY WORK SCHEDULE..... 5
ARTICLE 9	OVERTIME 6
ARTICLE 10	SENIORITY7
ARTICLE 11	LONGEVITY7
ARTICLE 12	PROMOTIONS.....7
ARTICLE 13	PROBATIONARY PERIOD OF EMPLOYMENT 8
ARTICLE 14	DUTIES AND OBLIGATIONS 8
ARTICLE 15	SALARY AND WAGES 9
ARTICLE 16	BIRTHDAYS..... 9
ARTICLE 17	VACATIONS10

TABLE OF CONTENTS

	PAGE
ARTICLE 18	COMPENSATORY TIME10
ARTICLE 19	HOLIDAYS11
ARTICLE 20	EMERGENCY SCHOOL CLOSINGS.....11
ARTICLE 21	UNIFORMS11
ARTICLE 22	INSURANCE12
ARTICLE 23	ACCIDENT AND SICKNESS BENEFITS13
ARTICLE 24	RETIREMENT13
ARTICLE 25	SICK LEAVE.....13
ARTICLE 26	SICK BANK.....14
ARTICLE 27	BEREAVEMENT LEAVE14
ARTICLE 28	JURY DUTY14
ARTICLE 29	PERSONAL BUSINESS DAYS.....14
ARTICLE 30	WORK CONTRACTED OUT.....15
ARTICLE 31	PRACTICES, RULES AND REGULATIONS.....15
ARTICLE 32	CONTINUING EDUCATION15
ARTICLE 33	USE OF DISTRICT VEHICLE15
SALARY SCHEDULES	

This Agreement made and entered into this 5th day of April 2021, by and between the Chappaqua Central School District (hereinafter called "the District"), and the Civil Service Employees' Association, Inc., Local 1000 AFSCME, AFL/CIO, the Chappaqua School Unit No. 9226 (hereinafter called the "CSEA"), is an Agreement covering the terms and conditions of employment of its members defined in the recognition article of this instrument.

ARTICLE 1 – DURATION

This Agreement shall be for the period beginning July 1, 2021, and ending June 30, 2024.

This Agreement shall supersede any rules, regulations, policies or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the establishment policies of the District. Any District policies unaltered or unchanged by this Agreement shall remain in force unless modified by this Agreement. However, it shall be the prerogative of the District to establish a new procedure from time to time provided those procedures are not inconsistent with the terms of this Agreement. In the event either party wishes to commence negotiations for an agreement for the school year, all negotiation proposals shall be submitted no earlier than January 5th, and no later than January 19th. Negotiations must commence no later than thirty (30) days subsequent to the receipt of said proposals.

ARTICLE 2 - RECOGNITION

The District has recognized the CSEA as the exclusive bargaining agent of the negotiating Unit defined as "Unit 9226 service personnel including all personnel and regular part-time employees, engaged in the repair and maintenance of buildings and grounds, in the operation of vehicles and in the performance of any custodial services." Such recognition shall extend for the maximum period allowed by law.

Recognition has been granted contingent to the CSEA's affirmation that it does not assert the right to strike or to conduct any work stoppage or assist or participate in any strike, work stoppage, or to impose an obligation to conduct or to assist or participate in any strike or work stoppage upon its officers or members, against the District.

Nothing stated or implied in this Agreement shall be construed to require any employee to be a member of the CSEA as a condition of employment in the District.

The CSEA shall equally represent all employees of the School District in Unit 9226.

ARTICLE 3: RIGHTS OF THE CSEA

- A. COPIES OF AGREEMENT: The District shall reproduce copies of this Agreement and make them available to all employees of the Unit. The Agreement shall be distributed by the President of the Unit.
- B. BUILDING USAGE: The Unit shall have the right to post notices and communications on bulletin boards provided in each custodian's room and maintenance area. Where there is appropriate available meeting space in school buildings, it shall be offered to the Unit upon request.

- C. DELEGATED ATTENDANCE AT CONVENTIONS: The elected officers of the Unit may, upon reasonable advance notice, attend the CSEA State Organization Convention, workshops or seminars for not more than a total of fifteen (15) days annually without loss of personal business days. A current list of eligible officers will be submitted to the District.
- D. MEMBERSHIP AND ORGANIZATIONAL ADMINISTRATION OF CSEA: The Unit shall be the sole judge of its own rules and regulations with respect to membership and organizational administration subject to the requirements of the Public Employment Relations Board.
- E. LABOR/MANAGEMENT COMMITTEE: A Labor/Management Committee shall be composed of three members of the Union and such administrative personnel as may be designated by the Superintendent of Schools of the District. The Committee shall meet as problems arise but no less than quarterly. The parties shall exchange written agendas, where appropriate, five days prior to the day of the meeting.
- F. STAFF INFORMATIONAL DAYS: The Union shall hold Staff Informational Days in conjunction with Superintendent's Conference Days. There shall be no more than 2 half days used per year.
- G. PAID RELEASE TIME: The President of the Union shall be allowed one hour per week paid release time to conduct Union business.
- H. NOTICE OF HIRES AND TRANSFERS: The Unit President shall be promptly notified, in writing, of all new hires and transfers of employees in the Bargaining Unit.

ARTICLE 4: DUES DEDUCTION

The District shall continue to deduct from the salary of employees dues owed the Unit when authorized by the employee, in writing, on forms acceptable to the District and signed by such employees. Dues deductions may be expanded to allow deductions for CSEA insurance as individually authorized provided that a uniform deduction amount remains in effect.

ARTICLE 5: GRIEVANCE PROCEDURES

- A. PURPOSE - The purpose of this Agreement is to provide a means for the rapid and equitable settlement at the lowest possible level of alleged violations of this Agreement.
- B. DEFINITIONS - A grievance shall be a claim by an employee or a group of employees in the Unit stating that there has been a violation of this Agreement. The decision as to the appointment of a probationary employee to a permanent position shall not be a matter subject to grievance.

A griever shall be an employee or group of employees in the Unit filing a grievance.

A grievance committee comprised of one member of the Unit from each school shall be appointed by the CSEA to represent employee grievances beyond Stage II.

- C. PROCEDURES - The existence of the procedure hereby established shall not be

deemed to require any employee to pursue the remedies herein provided and shall not in any manner impair or limit the right of any employee to pursue any other appropriate remedies available.

The term day shall mean the employee working school day.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and, as an outcome, having his grievance adjusted without the intervention of the CSEA, provided the adjustment is consistent with the terms of this Agreement. The CSEA shall have the opportunity to be present and to state its views through the Grievance Committee at any level in the grievance procedure beyond Stage II.

Failure of the responsible school officer at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure of the grievor to bring the grievance to informal presentation within ten days of its occurrence or to appeal the grievance to the next step within the specified time limits shall be deemed a waiver of the grievance, and the grievance shall abate. In the event that an employee alleges that a grievance is based upon newly-gained knowledge of facts or conditions which could have constituted the grievance within the ten day provision, he may bring a grievance subsequent to the expiration of this period, but in no event may any grievance be filed in excess of thirty days from the date upon which the act or conditions upon which the grievance is based occurred.

Stage I - Informal Appeal. Every grievance must be presented informally to the grievor's principal or immediate supervisor. If mutual agreement has not occurred after an informal oral presentation of a grievance to a grievor's principal or immediate supervisor, the formal steps set forth below shall be followed. The principal or immediate supervisor shall orally dispose of each grievance informally presented within five days following the informal presentation.

Stage II - Formal Appeal to the Principal or Supervisor. If the grievance is not settled satisfactorily at the informal stage, a grievor may file a written grievance on the appropriate form within five days of the decision handed down as a result of the informal presentation. The form used to start the formal grievance procedure is to be filed with the grievor's principal or immediate supervisor.

Within five days of the filing of the grievance, the principal or immediate supervisor shall hold a hearing with the grievor in an attempt to resolve the grievance. The grievor may invite the CSEA representative to be present at the hearing. If the grievance is resolved, the resolution shall be stated in writing and signed by the employee, the building representative and the principal or immediate supervisor. If the grievance cannot be resolved, the principal or immediate supervisor hearing the grievance shall issue his written decision on the grievance within five days of the hearing.

Stage III - Formal Appeal to the Superintendent of Schools. If the grievance is not resolved at the conference or the grievor is not satisfied with the written decision, he may, if he chooses, appeal the decision to the Superintendent of Schools on the appropriate form within five (5) days of receipt of the decision of Stage II. It shall be in writing, shall contain a copy of

the written decision of Stage II and shall state the reasons for the appeal. The grievor shall also file a copy of the appeal with the Grievance Committee at the time it is filed with the Superintendent of Schools.

Within ten days of the receipt of the appeal, the Superintendent or his designee shall hold a hearing with the Grievance Committee and the grievor in an attempt to resolve the grievance. If the grievance is resolved, the resolution shall be stated in writing and signed by the grievor, the Superintendent of Schools and the Chairman of the Grievance Committee. If no resolution is reached, the Superintendent shall issue his written decision on the grievance within five days of the hearing.

Stage IV - Formal Appeal to the Board of Education. If the Grievance Committee is not satisfied with the disposition of the grievance in Stage III, it may, in its sole discretion, appeal the decision to the Board of Education by filing an appeal in writing with the Board within five days after receipt of the Superintendent's written decision. The appeal shall be in writing, shall state the reasons for the appeal and shall contain the written decision of the Superintendent at Stage III. Within ten days of the receipt of the appeal, the Board of Education or its designee(s) shall render a decision in writing within five days of the hearing.

Stage V - Binding Arbitration.

If the Grievance Committee is not satisfied with the Board's decision, it may submit the grievance to arbitration by filing a written notice with the office of the Superintendent of Schools on the appropriate form within five days of receipt of the Board's decision. Within ten days of the Grievance Committee's filing with the Superintendent of Schools, the designated arbitrator shall be jointly contacted by the parties. The arbitration shall be held before one of the following arbitrators, selected, to the extent practicable, on a rotating basis, and availability on a timely basis:

Arthur Reigel Marlene Gold Alan Viani

The arbitration shall be held pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and it shall be the duties of the parties to mutually make arrangements with the Arbitrator to conduct the proceedings.

The Arbitrator shall hold such hearings as he deems necessary and shall render a decision in writing. The Arbitrator shall not have the power to alter or amend, add to, or change the terms of this agreement or the conditions of employment of teachers in this District. The arbitrator shall, however, have the power to interpret and apply this contract and specify a remedy. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by the District and the Congress.

D. DISTRICT RIGHTS - The District, at any time, acting through the Board of Education or the Superintendent of Schools, may in its sole discretion, register a grievance against the CSEA or one of the members of the bargaining unit, for failure to comply with the terms and conditions of this Agreement by filing a written complaint on the appropriate form with the Superintendent of Schools, who will transmit the complaint to the President of the CSEA.

Within ten days of the presentation of the complaint, there shall be a conference

concerning the complaint by the District between representatives of the CSEA and the District. If the complaint cannot be resolved at this level, the District may, in its sole discretion, and at its sole option, bring the complaint to arbitration, Stage V of this grievance procedure. Use of this procedure shall in no way be construed as a waiver of the District's right to bring disciplinary proceedings.

- E. REPRISALS - The fact that a grievance is raised by a member of the Unit, regardless of its ultimate disposition, shall in no way result in any reprisals by the District.

ARTICLE 6: LEGISLATIVE AUTHORITY

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 additional funds therefore shall not become effective until the appropriate legislative body has given approval.

If the enactment of the legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement which shall remain in full force and effect as if such invalid portion had not originally been included herein.

ARTICLE 7: SAVINGS CLAUSE

If the enactment of the legislation or the determination of a court of final jurisdiction renders any portion of this agreement invalid or unenforceable, it shall not affect the validity of the rest of this agreement which shall remain in full force and effect as if such invalid portion had not originally been included herein.

ARTICLE 8: DAILY WORK SCHEDULE

The regular daily work schedule shall consist of eight consecutive hours per day, forty hours per week, Monday through Friday, exclusive of one-half hour for lunch. However, a Tuesday through Saturday shift has been established at the high school. The employees on this shift shall receive a night differential equal to the night shift differential for working the weekend.

The District shall have the right to alter shifts: However, no employee with four (4) or more years of service in the unit may be moved involuntarily from a permanent shift assignment. The exception to this would be in a situation of staff reduction, in which case transfers shall be on the basis of least seniority. Shifts as described below may be adjusted by one hour on the starting and ending times as determined by the Director of Buildings and Grounds and shall not be considered a shift alteration.

There shall be 3 permanent shifts for all Custodians comprised of: 7:00 a.m. – 3:30 p.m. (first shift), 9:30 a.m. – 6:00 p.m. (second shift) and 3:00 p.m. – 11:30 p.m. (third or night shift), as well as two permanent shifts for Grounds/Maintenance comprised of: 6:30 a.m. – 3:00 p.m. and 9:30 a.m. – 6:00 p.m.

The Summer Schedule shall consist of 10 consecutive hours per day, forty hours per

week, Monday through Thursday or Tuesday through Friday, excluding a half (1/2) hour for lunch, beginning with the Monday following the last day of school and going through to the Friday, one-week preceding the beginning of school.

- a. Any time off during the Summer Schedule will be counted as 1.25 per day (10 hours).
- b. A schedule of each school/department must be submitted to the Director of Facilities, or his/her designee, no later than May 15th. The Director, or his or her designee, must approve the Summer Schedule by May 30th.
- c. The schedule must cover the Monday through Friday hours of the District.
- d. Seniority order within the job title will be the deciding factor on scheduling. Members with seniority will have the choice of which Summer Schedule day they will be off, either Monday or Friday.

ARTICLE 9: OVERTIME

Overtime shall be paid at the rate of time and one-half (1-1/2) of the individual employee's hourly rate of pay in all cases where employees work in excess of eight (8) hours per day in all weeks in which forty (40) hours are worked. Time docked will not count towards the forty (40) hours of work. Approved leave shall count as part of the forty (40) hours worked in computation of overtime.

Employees shall receive overtime pay at applicable rates of not less than three (3) hours if called in for emergencies, and shall remain for the total time to perform emergency duties as directed by the District.

Each school and the Grounds/Maintenance Department will create an overtime list. Employees will appear on said list in order of seniority. The custodial staff at each school will be responsible for the scheduled overtime at their school. If additional help is needed, the Director of Buildings and Grounds will be notified, and personnel from other schools and the Grounds/Maintenance Department shall be asked to work. For the purpose of this clause, an employee who requests to be excused and is excused by the supervisor from working available overtime shall be placed at the bottom of said list until becoming available again upon the list's rotation.

Double time (2x) will be paid to all employees, including regular part-time employees, who are required to work on all holidays with the proviso that the groups using the school facilities on those holidays are "outside" groups who will be charged the employees' applicable double time (2x) rate of pay. However, should the group using said facilities be an "in-house" group, they shall be charged, and the employee's paid at the applicable time and one-half (x 1 1/2) hourly rate. Exceptions to this shall be as before - that employees required to work on Labor Day, Thanksgiving Day, Christmas Day, New Years Day or Easter Sunday shall receive double time (2x) regardless of the type of group using the facilities (i.e. "Outside" or "in-house").

Part-time employees shall be entitled to receive holiday pay.

ARTICLE 10: SENIORITY

Temporary employees will not be assigned regular shifts. For all purposes in the consideration of promotions, the filling of a new position, lateral shift assignments and vacation preferences, the District shall consider seniority as a factor in any determination to be made. Employees' seniority shall be determined in accordance with the New York State Civil Service Law.

ARTICLE 11: LONGEVITY

Effective July 1, 2021, after completing Step 20, employees shall receive an additional stipend for each year beyond Step 20 as follows:

Year 1:	\$950.00
Year 2:	\$1,000.00
Year 3:	\$1,050.00.

For part-time employees who have reached Step 20, the longevity shall be pro-rated according to the hours worked.

ARTICLE 12: PROMOTIONS

Employees shall be informed of any promotional opportunities by notices placed on school bulletin boards and posted in the Operations and Maintenance areas. Interested candidates will inform the Personnel Office in writing, and all eligible candidates for an open position will be considered based on qualifications and past employment record. All applications will be responded to. No outside agencies or applicants will be notified or interviewed until the completion of the above contained herein and until all applicants within the District have been responded to and interviewed.

Qualified employees on all shifts shall be given priority over prospective employees for transfer to other shifts. The determination of whether an employee is qualified shall remain in the discretion of the Director of Buildings and Grounds.

Employees who are qualified for promotional openings will be given priority over non-employees. The Supervisor of Buildings and Grounds shall make the determination of whether present employees are so qualified.

All vacancies must be posted in custodial, grounds and maintenance locations for five (5) working days. Interested parties must answer in writing and jobs filled within ten (10) working days, whenever possible.

After the completion of a cleaner's 5th year within the district and with satisfactory performance evaluations as determined by the Facilities Director, that cleaner title will become a custodial title; provided, however, the district has the right to keep an equal balance of cleaners to custodial workers in each school location on all shifts. This change will cause a drop in step, but not in salary. The drop in step will be equal to or greater than the cleaner's current salary. The performance evaluations determination by the Facilities Director is considered final and is not grievable.

ARTICLE 13: PROBATIONARY PERIOD OF EMPLOYMENT

A probationary period of fifty-two (52) weeks shall be established for all noncompetitive and labor class employees. Non-competitive and labor class employees will be afforded the same rights as competitive employees under Section 75 of the Civil Service Law, upon the satisfactory completion of the fifty-two (52) week probationary period; provided, however, that for employees hired on or after February 1, 2007 this right shall be conferred upon the satisfactory completion of three (3) years of employment in the District.

ARTICLE 14: DUTIES AND OBLIGATIONS

The CSEA shall do its utmost to see that members perform their respective duties in the School District loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will endeavor to protect the interest of the school and the community to conserve its property, to protect its pupils and to give service of the highest quality.

For the 2013-14 and 2014-15 school years, no unit members shall advance a step on the salary schedule. Unless otherwise negotiated by the parties, step advancement for those unit members who are eligible to advance shall recommence effective July 1, 2015 with single step advancement from their 2012-13 step placement, except for beginning employees who must have commenced service prior to the January immediately proceeding. Annual increments are paid on the basis of satisfactory service.

Every employee shall undergo a formal evaluation every two years. The evaluation shall be supervised by the Director of Buildings and Grounds and shall be designed to identify the employee's strengths and provide such assistance and suggestions as may be required to maintain or improve the employee's performance.

In the event an employee receives an "unsatisfactory" rating from the Director of Buildings and Grounds, or his designee, specific objectives and criteria will be set forth to improve performance. Any employee who has received an unsatisfactory rating will be re-evaluated within three months. If the employee continues to perform in an unsatisfactory manner, any salary step advancement due such employee for the following school year shall be withheld. The Director of Buildings and Grounds and, if desired by the employee, the President of the Unit, will cooperatively design a system for improvement that includes specific goals.

The employee will be formally re-evaluated by the Director of Buildings and Grounds during the next school year. If satisfactory improvement is demonstrated, the withheld amount will be reinstated. If, on the other hand, the employee's overall performance remains unsatisfactory, the Director of Buildings and Grounds shall recommend that appropriate action be taken and pursued in accordance with the New York State Civil Service Law.

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

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

All unit employees shall be given a District email address and a login/password for computer access for work related purposes.

ARTICLE 15: SALARY AND WAGES

The cumulative additional salary paid in 2014-15 will recur annually in that amount for the remainder of the unit members' careers. Each employee who has been on the top step for one year will receive an off schedule recurring payment of \$525 for 2015-16, \$375 for 2016-17, and \$375 for 2017-18.

Effective July 1, 2021, each cell of the 2020-21 salary schedule shall be increased by 1.00%, effective July 1, 2022, each cell of the 2021-22 salary schedule shall be increased by 1.00% and effective July 1, 2023, each cell of the 2022-23 salary schedule shall be increased by 1.00%.

Only employees hired prior to January 1 will receive a step increase on July 1 of the next school year. This provision will apply to those employees hired after July 1, 2015.

Differentials for the night shift (3 p.m. – 11:30 p.m.) employees shall be increased from the 2020-21 amount of \$2,074 by 1.00% effective July 1, 2021, by 1.00% effective July 1, 2022 and by 1.00% by July 1, 2023.

To be eligible for a differential, an employee must work at least twenty-five percent (25%) of the shift. Any employee working less than one hundred percent (100%) during his or her shift shall receive a prorated amount of the differential.

Employees assigned by the Director of Buildings and Grounds to work out of title in a supervisory classification (Head or Senior Custodian) with a higher rate of pay will receive a prorated amount of the applicable annual stipend.

Stipend amounts below for Head and Senior Custodians have been folded into the salary schedule. The amounts are for reference only.

Head Custodian	Horace Greeley High School	
	(Foreman/Maintenance Foreman)	\$7,031.00;
	Robert E. Bell/Seven Bridges	
	Middle Schools	\$5,733.00;
	Douglas Grafflin, Roaring Brook	
	And Westorcharde Schools	\$4,808.00.
Senior Custodian	Supervision of one (1) to three (3) full-time equivalent employees – 35% of Head Custodian Stipend.	
	Supervision of four (4) or more full-time equivalent employees – 60% of Head Custodian Stipend.	

ARTICLE 16: BIRTHDAYS

Employees, including part-time employees, shall receive their birthday as a day off with pay. This day can be used at any point throughout the fiscal year, July 1st through June 30th. All CSEA employees must request their birthday 5 business days prior to the day requested. The District must have the approval or denial sent back to the employee who requested the time off, 5 business days after the request was made. If the employee does not receive a copy of the requested form from the District within 5 business days of the request, the employee must contact the Director of Buildings and Grounds. In case of an emergency, the Director of Buildings and Grounds, or his/her designee, has the right to waive the 5 day provision.

ARTICLE 17: VACATIONS

All full-time employees shall be entitled to vacation as follows:

- A. Two (2) weeks vacation after one (1) year of employment.
- B. Three (3) weeks vacation after five (5) years of employment.
- C. Four (4) weeks vacation after ten (10) years of employment.
- D. Five (5) weeks vacation after fifteen (15) years of employment provided that in the preceding school year the employee has utilized less than fifteen (15) sick days for illness not requiring hospitalization.

Regular part-time employees shall be entitled to two (2) weeks vacation.

Employees shall be permitted to take vacations at any time during the school year provided that (a) the time sought does not interfere with the proper operation of the school, and (b) no vacations are scheduled during the two-week period immediately preceding Labor Day without the prior approval of the Director of Building and Grounds. District-wide staff will need the approval of the Director of Building and Grounds. In the case of vacations requested during the two week period preceding Labor Day, three week's notice is required.

The District may buy back one (1) week of unused vacation time from employees. The District may buy back 7 days of unused vacation time from employee with over 20 years of service. Such employees shall receive in exchange their then current per diem rate of pay.

All CSEA employees must request vacation time 5 business days prior to the day requested. The District must have the approval or denial sent back to the employee who requested the time off 5 business days after the request was made. If the employee does not receive a copy of the requested form from the District within 5 business days of the request, the employee must contact the Director of Buildings and Grounds. In case of an emergency, the Director of Buildings and Grounds, or his/her designee, has the right to waive the 5 day provision.

ARTICLE 18: COMPENSATORY TIME

After 07/01/03 all compensatory time accruals will be expected to be taken within one (1) calendar year from the date of being earned. Exceptions to this shall be those employees who earned and accrued compensatory time prior to the 07/01/03 date. Those employees

may elect to retain such time until retirement or separation from the District's employ. However, such employees who accrue compensatory time after 07/01/03 date must use the compensatory time within a one (1) year period and may not add it to their past accruals of compensatory time. Compensatory time if not taken as time off by the end of the year may be sold back to the district, up to 40 hours, per fiscal year; July 1st through June 30th, at the rate of \$20 per hour.

All CSEA employees must request compensatory time 5 business days prior to the day requested. The District must have the approval or denial sent back to the employee who requested the time off 5 business days after the request was made. If the employee does not receive a copy of the requested form from the District within 5 business days of the request, the employee must contact the Director of Buildings and Grounds. In case of an emergency, the Director of Buildings and Grounds, or his/her designee, has the right to waive the 5 day provision.

ARTICLE 19: HOLIDAYS

Full-time employees and part-time employees shall be entitled to 16 paid holidays per school year that fall on a holiday when students and administrators are not in session. These holidays shall be based upon the school calendar as determined by the Board of Education.

ARTICLE 20: EMERGENCY SCHOOL CLOSINGS

When schools are closed due to weather and road/travel conditions, third shift full time and part-time employees (those working from 3:00 pm to 11:30 pm) shall not be required to report for work and shall receive their normal workday wage.

Only custodial, grounds and maintenance crew staff required for snow removal shall report for work and shall receive the overtime rate of time-and-one-half for hours worked prior to their regularly scheduled shift. Upon completion of the emergency assignment, the employees shall be allowed to leave work with the approval of the Director of Building and Grounds or his designee. All time regularly scheduled and not worked shall be credited to the employee's accruals as compensatory time.

ARTICLE 21: UNIFORMS

The District will provide at no cost to the employees of the Bargaining Unit uniforms. Uniforms will be selected by a representative of the District, and approved by the Labor Management Committee.

Failure to wear the complete uniform, including safety shoes for maintenance department, shall be subject to the following disciplinary process. First time oral warning, second time letter of reprimand in personnel file, and third time docked one day's pay for each day not in compliance.

The District shall purchase two pairs of steel-toed shoes for maintenance employees each fiscal year. All other unit members shall be required to wear closed toe shoes with a rubber sole, at their own expense. The District will also provide foul weather gear for each school for use by all personnel. The Head Custodian shall be responsible for the security of the gear. Damaged or worn-out gear will be turned in for replacement.

Each member may order up to 5 pairs of pants (a mix of cargo, jeans or shorts), 5 shirts (a mix of polos or t-shirts), 2 sweatshirts, and 2 long sleeved t-shirts. All uniforms must be distributed by November 1 of each year, unless extenuating circumstances dictate otherwise.

ARTICLE 22: INSURANCE

Effective July 1, 2021, The District shall pay 82.5% of the premiums for employees and dependents and all participating employees shall pay 17.5% for individual and family coverage.

Effective July 1, 2022, The District shall pay 82.25% of the premiums for employees and dependents and all participating employees shall pay 17.75% for individual and family coverage.

Effective July 1, 2023, The District shall pay 82.0% of the premiums for employees and dependents and all participating employees shall pay 18.0% for individual and family coverage.

The District's obligation to reimburse retirees and their spouses when a retiree becomes eligible for Medicare shall be solely for Medicare Part B at the standard (or floor) rate.

Employees married to another District employee shall be entitled to either two single plans or one family plan.

Domestic partners are eligible for coverage under family medical plan subject to eligibility rules of the Putnam Northern/Westchester Schools Consortium.

The District will provide the following amount for members to join the CSEA Employee Benefit Fund.

Platinum 12 Vision:

7/1/21 – 6/30/22	\$24.34 per month
7/1/22 – 6/30/23	\$24.34 per month
7/1/23 – 6/30/24	\$24.34 per month

Dutchess Dental:

7/1/21 – 6/30/22	\$154.53 per month per member
7/1/22 – 6/30/23	\$165.35 per month per member
7/1/23 – 6/30/24	\$167.00 per month per member

Commencing July 1, 2003, the District shall pay the cost of a \$50,000 group life insurance policy for each employee. The insurance carrier will be designated by the District.

Notwithstanding the above, family health insurance premium contributions are subject to the application of the District's "Spousal and Eligible Dependent Rule."

All unit members who work less than 25 hours may participate in the District's insurance plan by contributing one hundred percent of the premium cost for individual or family coverage.

Unit members with more than 10 years of benefits eligible service shall receive health insurance in retirement when retired into the New York State Retirement System. Unit members who meet this vesting requirement shall pay towards the cost of retiree health insurance premiums the same percentage that was in effect at the time of retirement.

ARTICLE 23: ACCIDENT AND SICKNESS BENEFITS

The District shall continue its Worker's Compensation Insurance to cover all employees. Non-occupational sickness and accident shall not be covered by the District beyond its commitment to sick leave. The District shall apply individual reimbursement for Worker's Compensation toward restoration of the equivalent number of sick days taken as a result of injury on the job. During the period of disability covered by Worker's Compensation, it is further provided that in the case of on-the-job injuries in excess of five consecutive work days that the employee shall be granted fully paid sick leave time at the rate of 20 days for each consecutive year of service with the Chappaqua Central School District up to a maximum of 120 days.

When the maximum of one hundred and twenty (120) days is depleted to thirty (30) days, said employee shall, after a one (1) year waiting period, begin to accrue fully-paid sick leave time at the previously stated rate of twenty (20) days per year up to the maximum of one hundred twenty (120) days.

Employees who are out on sick leave or Worker's Compensation leave for more than three (3) days may be required to provide the District with medical clearance to perform the essential duties of their position prior to returning to work.

ARTICLE 24: RETIREMENT

The District shall subscribe to retirement plan 75i of the New York State Employees' Retirement System and will provide Plan 75i to employees eligible for membership in Plan 75i.

Retirement Notice Incentive – All full-time Unit 9226 members who are planning to retire at the end of a school year who submit in writing to the Superintendent of Schools a letter of resignation for retirement purposes five months before the retirement date shall receive a payment of \$500.00 following their retirement. Retirement is defined as being eligible for retirement under the New York State Employees' Retirement System and receiving a pension.

ARTICLE 25: SICK LEAVE

Sick leave is time off, without loss of pay, granted by the District for reasons of personal illness or any quarantine regulations by the Board of Health.

Part-time employees shall be entitled to five (5) sick days per year.

When an employee is out sick for five (5) days or more, s/he must provide a doctor's notice.

Employees shall be entitled to full salary for up to and including fifteen (15) sick days during the fiscal school year with unlimited accumulation.

Upon retirement, salaried employees will be paid \$39.00 per day for unused sick leave also with unlimited accumulation.

Sick leave is to be called in no less than 3 hours prior to the shift. If the employee cannot reach his/her direct supervisor, he/she must leave a message, either on the supervisor's cell phone or on the office line. In case of emergencies, the supervisor has the right to waive the 3 hour provision.

If an employee uses zero (0) sick days during the fiscal year (July 1st through June 30th), he or she shall be paid a stipend of \$500. Employees are responsible for submitting documentation to the Director of Facilities by July 15th of the following fiscal year.

ARTICLE 26: SICK BANK

A sick leave bank shall be created upon the contribution of an equal number of days from the Union and the District. Employees electing to participate in such a bank shall have a minimum of fifty (50) days accumulated sick leave, and submit to the District a waiver of no more than one (1) day of accumulated sick leave. The Union shall contribute no more days than the number of eligible members of the bargaining unit. The number contributed shall be matched by the District. All eligible employees shall be invited to participate.

The bank shall be administered by a committee of one (1) member appointed by the District and one (1) employee appointed by the CSEA who shall act upon withdrawals. Withdrawals from the bank shall be limited to eligible employees who are involved in a catastrophic, prolonged, non-work related illness or accident and who have exhausted their sick leave time. No employee may withdraw more than fifty (50) days.

The sick leave bank shall be renewable once all bank days have been expended. The renewal shall be in the same manner as the creation of the bank set forth above.

This provision shall be sunsetted at the expiration of the Agreement (June 30, 2009), except that anyone receiving the benefit at the sunset date shall continue to receive the benefit until the time they are able to return to work or the receipt of the maximum number of days as previously set forth.

ARTICLE 27: BEREAVEMENT LEAVE

Any employee absent because of death in the immediate family shall be entitled to full salary for up to five days for each occurrence during the year. Regular part-time employees shall be entitled to three days per occurrence per year because of death in the immediate family. These days are separate and distinct from any other grant of leave but shall not be included in any accumulation of days.

Immediate family members are an employee's spouse, children, parents, sibling, grandparents, grandchildren and in-laws.

The superintendent may grant special bereavement leave upon request.

ARTICLE 28: JURY DUTY

Employees, including regular part-time employees, who are called for jury duty shall not suffer a loss from sick leave or personal time. They shall be paid their regular salary less any compensation paid for jury duty. Travel and meal allowance shall not be deducted from salary.

ARTICLE 29: PERSONAL BUSINESS DAYS

A personal business day is time off for conducting matters of a personal nature which cannot be scheduled for any other time.

An employee shall be allowed up to three days leave with pay during the year. An employee need not specify his reasons for taking such leave unless it immediately precedes or follows a holiday or vacation period, in which case the leave would first need to be approved by the supervisor. At least three (3) days' notice to the supervisor is necessary to provide for the needs of the District during the employee's absence. In the case of an emergency, the provision for three (3) days' notice may be waived at the discretion of the supervisor. Such leave, if not used, shall be cumulative as sick leave.

ARTICLE 30: WORK CONTRACTED OUT

Work will not be contracted out by the District in such a way as to cause the loss of employment to Unit 9226 personnel presently employed by the District.

ARTICLE 31: PRACTICES, RULES, AND REGULATIONS

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

All proposed changes in personnel rules, regulations, practices, work schedules and other working conditions covered by this Agreement shall be submitted to the CSEA before becoming final.

ARTICLE 32: CONTINUING EDUCATION

Full time unit members may apply at any point during the school year to the Director of Buildings and Grounds for approval of classes relevant to the development of the member's skills related to his/her position in the District via any approved institution at no cost to the CSEA member. The determination of the Director of Buildings and Grounds will be final and binding in all regards. If the unit member fails to complete or pass the course, s/he must reimburse the District all expenses paid by the District.

ARTICLE 33: USE OF DISTRICT VEHICLE

During inclement weather or for other duties as assigned, with the prior approval of the Director of Facilities, the head custodians and Forman may use a District truck to commute between home and work.

THE CHAPPAQUA SCHOOL UNIT 9226, CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., AND THE DESIGNEE OF THE SUPERINTENDENT OF SCHOOLS OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT HAVE APPROVED THE ABOVE AGREEMENT, AND SUCH APPROVAL IS INDICATED BY THE SIGNATURES BELOW.
CHAPPAQUA SCHOOL Unit 9226, CIVIL SERVICE EMPLOYEES' ASSOCIATION INC.


**CHAPPAQUA CENTRAL SCHOOL
DISTRICT**

BY: 
DR. CHRISTINE ACKERMAN

DATED: April 28, 2021

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

BY: 
MARIO MARTINEZ

BY: 
VINCENT CASTALDO
CSEA LABOR
RELATIONS SPECIALIST

CHAPPAQUA CSD
CSEA Salary Schedule (1 % Increase)
FY: 2021-22

Step	Cleaner (C I)	Custodian (CII)	Grounds/ Maintenance/M	Mechanic	Middle School SR. Custodian (60%)	High School SR. Custodian (60%)	Elementary School Head Custodian	Middle School Head Custodian	High School Head Custodian/Foreman & Maintenance Foreman
1.00	42,226	45,299	46,641	47,311	49,015	49,859	53,180	54,181	55,583
2.00	43,374	46,544	48,081	48,896	50,262	51,104	54,909	55,910	57,312
3.00	44,529	47,792	49,520	50,482	51,511	52,352	56,641	57,642	59,045
4.00	45,680	49,038	50,863	52,016	52,756	53,599	58,368	59,368	60,771
5.00	46,833	50,288	52,397	53,645	54,006	54,847	60,091	61,091	62,495
6.00	47,983	51,535	53,840	55,230	55,254	56,095	61,819	62,821	64,223
7.00	49,135	52,780	55,275	56,813	56,497	57,340	63,548	64,546	65,950
8.00	50,288	54,029	56,720	58,395	57,747	58,589	65,271	66,271	67,675
9.00	51,493	55,275	58,159	59,982	58,994	59,836	67,003	68,004	69,408
10.00	52,589	56,523	59,597	61,863	60,241	61,083	69,329	70,328	71,731
11.00	53,742	57,771	61,034	63,146	61,491	62,332	70,454	71,455	72,859
12.00	54,894	59,018	62,476	64,731	62,736	63,580	72,186	73,187	74,591
13.00	56,044	60,265	63,917	66,318	63,981	64,825	73,916	74,916	76,321
14.00	57,194	61,511	65,352	67,896	65,232	66,072	75,638	76,638	78,041
15.00	58,348	62,761	66,790	69,478	66,481	67,323	77,362	78,363	79,767
16.00	59,499	64,014	68,234	71,065	67,731	68,574	79,094	80,095	81,499
17.00	60,651	65,257	69,672	72,646	68,975	69,818	80,822	81,821	83,227
18.00	61,806	66,504	71,113	74,231	70,222	71,066	82,547	83,549	84,952
19.00	62,954	67,750	72,551	75,816	71,469	72,310	84,279	85,278	86,684
20.00	64,106	69,000	73,988	77,396	72,719	73,560	86,003	87,003	88,405

NIGHT
DIFFERENTIAL:
3 P.M. - 11:30 PM 2,095

CHAPPAQUA CSD
CSEA Salary Schedule (1 % Increase)
FY: 2022-23

Step	Cleaner (C I)	Custodian	Grounds/	Maintenance/	Middle	High	Elementary	Middle	High School Head
		(CII)	Maintenance	Mechanic	School SR. Custodian (60%)	School SR. Custodian (60%)	School Head Custodian	School Head Custodian	Custod/Foreman & Maintenance Foreman
1.00	42,648	45,752	47,107	47,784	49,505	50,358	53,712	54,723	56,139
2.00	43,808	47,009	48,562	49,385	50,765	51,615	55,458	56,469	57,885
3.00	44,974	48,270	50,015	50,987	52,026	52,876	57,207	58,218	59,635
4.00	46,137	49,528	51,372	52,536	53,284	54,135	58,952	59,962	61,379
5.00	47,301	50,791	52,921	54,181	54,546	55,395	60,692	61,702	63,120
6.00	48,463	52,050	54,378	55,782	55,807	56,656	62,437	63,449	64,865
7.00	49,626	53,308	55,828	57,381	57,062	57,913	64,183	65,191	66,610
8.00	50,791	54,569	57,287	58,979	58,324	59,175	65,924	66,934	68,352
9.00	52,008	55,828	58,741	60,582	59,584	60,434	67,673	68,684	70,102
10.00	53,115	57,088	60,193	62,482	60,843	61,694	70,022	71,031	72,448
11.00	54,279	58,349	61,644	63,777	62,106	62,955	71,159	72,170	73,588
12.00	55,443	59,608	63,101	65,378	63,363	64,216	72,908	73,919	75,337
13.00	56,604	60,868	64,556	66,981	64,621	65,473	74,655	75,665	77,084
14.00	57,766	62,126	66,006	68,575	65,884	66,733	76,394	77,404	78,821
15.00	58,931	63,389	67,458	70,173	67,146	67,996	78,136	79,147	80,565
16.00	60,094	64,654	68,916	71,776	68,408	69,260	79,885	80,896	82,314
17.00	61,258	65,910	70,369	73,372	69,665	70,516	81,630	82,639	84,059
18.00	62,424	67,169	71,824	74,973	70,924	71,777	83,372	84,384	85,802
19.00	63,584	68,428	73,277	76,574	72,184	73,033	85,122	86,131	87,551
20.00	64,747	69,690	74,728	78,170	73,446	74,296	86,863	87,873	89,289

NIGHT
DIFFERENTIAL: 2,116
3 P.M. - 11:30 PM

CHAPPAQUA CSD
CSEA Salary Schedule (1 % Increase)
FY: 2023-24

Step	Cleaner (C I)	Custodian	Grounds/	Maintenance/	Middle	High	Elementary	Middle	High School Head
		(CII)	Maintenance	Mechanic	School SR. Custodian (60%)	School SR. Custodian (60%)	School Head Custodian	School Head Custodian	Custod/Foreman & Maintenance Foreman
1.00	43,074	46,210	47,578	48,262	50,000	50,862	54,249	55,270	56,700
2.00	44,246	47,479	49,048	49,879	51,273	52,131	56,013	57,034	58,464
3.00	45,424	48,753	50,515	51,497	52,546	53,405	57,779	58,800	60,231
4.00	46,598	50,023	51,886	53,061	53,817	54,676	59,542	60,562	61,993
5.00	47,774	51,299	53,450	54,723	55,091	55,949	61,299	62,319	63,751
6.00	48,948	52,571	54,922	56,340	56,365	57,223	63,061	64,083	65,514
7.00	50,122	53,841	56,386	57,955	57,633	58,492	64,825	65,843	67,276
8.00	51,299	55,115	57,860	59,569	58,907	59,767	66,583	67,603	69,036
9.00	52,528	56,386	59,328	61,188	60,180	61,038	68,350	69,371	70,803
10.00	53,646	57,659	60,795	63,107	61,451	62,311	70,722	71,741	73,172
11.00	54,822	58,932	62,260	64,415	62,727	63,585	71,871	72,892	74,324
12.00	55,997	60,204	63,732	66,032	63,997	64,858	73,637	74,658	76,090
13.00	57,170	61,477	65,202	67,651	65,267	66,128	75,402	76,422	77,855
14.00	58,344	62,747	66,666	69,261	66,543	67,400	77,158	78,178	79,609
15.00	59,520	64,023	68,133	70,875	67,817	68,676	78,917	79,938	81,371
16.00	60,695	65,301	69,605	72,494	69,092	69,953	80,684	81,705	83,137
17.00	61,871	66,569	71,073	74,106	70,362	71,221	82,446	83,465	84,900
18.00	63,048	67,841	72,542	75,723	71,633	72,495	84,206	85,228	86,660
19.00	64,220	69,112	74,010	77,340	72,906	73,763	85,973	86,992	88,427
20.00	65,394	70,387	75,475	78,952	74,180	75,039	87,732	88,752	90,182

NIGHT
DIFFERENTIAL: 2,137
3 P.M. - 11:30 PM