

**AGREEMENT**

**BY AND BETWEEN**

**THE CHAPPAQUA CENTRAL SCHOOL DISTRICT**

**AND**

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

**JULY 1, 2012 - JUNE 30, 2015**

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This Agreement made and entered into this 19th day of March, 2013, 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, 2012, and ending June 30, 2015.

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 5<sup>th</sup>, and no later than January 19<sup>th</sup>. 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 griever 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 griever's principal or immediate supervisor. If mutual agreement has not occurred after an informal oral presentation of a grievance to a griever'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 griever 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 griever'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., 9:30 a.m. – 6:00 p.m. and 3:00 p.m. – 11:30 p.m., 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.

## 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, 2009, after completing Step 20, employees shall receive an additional stipend for each year beyond Step 20 as follows:

Year 1:	\$725.00
Year 2:	\$750.00
Year 3:	\$775.00.

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.

## 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.

ARTICLE 15: SALARY AND WAGES

2012-2013: Step effective 07/01/12. No increase to the previous year salary schedule.

The annual salary schedules for the 2013-14 and 2014-15 school years shall be the same as the annual salary schedules that were in effect during the 2012-13 school year. Those unit members who were employed in the District during the 2012-13 school year shall receive additional salary for the 2013-14 school year as an off schedule, recurring salary increase of 1.7% of their 2012-13 salary. Those unit members who were employed in the District during the 2013-14 school year shall receive additional salary for the 2014-15 school year as an off schedule, recurring salary increase in the amount of 1.7% of their 2012-13 salary. The cumulative additional salary paid in 2014-15 will recur annually in that amount for the remainder of the unit members' careers.

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.

Differentials for the night shift (3 p.m. – 11:30 p.m.) employees shall be increased from the 2012-13 amount of \$1,982.00 by 1.0% for the 2013-14 school year and by an additional 1.5% for the 2014-15 school year.

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.

Head Custodian	Horace Greeley High School	\$7,031.00;
	Robert E. Bell/Seven Bridges Middle Schools	\$5,733.00;
	Douglas Grafflin, Roaring Brook And Westorchard 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.

ARTICLE 17: VACATIONS

By May 2013, the District will develop a formal timetable for the prior approval of vacation day requests.

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. Such employees shall receive in exchange their then current per diem rate of pay.

After 7/1/03 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 7/1/03 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 7/1/03 date must use the compensatory time within a one (1) year period and may not add it to their past accruals of compensatory time.

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.

## ARTICLE 19: HOLIDAYS

All full-time employees and regular part-time employees shall be granted no less than fourteen fully paid holidays per year. One of the 14 paid holidays will be a floating holiday. The employee who wishes a floating holiday will designate both the holiday dropped and the new day in writing, as early as possible, but in no event less than two weeks prior to the date of the anticipated floating holiday.

## ARTICLE 20: SNOW DAYS

When schools are closed due to weather and road/travel conditions, second 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 but 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 where appropriate shall be subject to the following disciplinary process. First time oral warning, second time letter of reprimand in file, and third time docked one day's pay for each day not in compliance.

The District shall reimburse each employee up to \$90 per year for the purchase of up to two pairs of steel-toed safety shoes or steel-toed safety sneakers upon presentation of a receipt of purchase to the Director of Buildings and Grounds. It is understood that the shoes shall be worn by the employee each and every day at work, except where the task to be performed has been deemed by the Director of Buildings and Grounds or his/her designee to be of such nature that the wearing of safety shoes or safety sneakers is inappropriate. 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.

ARTICLE 22: INSURANCE

Effective July 1, 2011, the District shall pay 89.5% of the premiums for employees and dependents in the Putnam Northern/Westchester School Consortium or other insurance carriers providing identical or better medical benefits if the District elects to designate another carrier. Effective July 1, 2011, all participating employees shall pay 10.5% for individual and family coverage.

Effective July 1, 2013, The District shall pay 88.25% of the premiums for employees and dependents, and all participating employees shall pay 11.75% for individual and family coverage

Effective July 1, 2014, The District shall pay 87% of the premiums for employees and dependents, and all participating employees shall pay 13% for individual and family coverage.

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.

Health insurance shall be provided as per the contract for those part-time employees working twenty-five (25) hours or more per week.

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

Platinum 12 Vision:

\$23.62 per month, effective 07/01/2012.

\$23.86 per month, effective 07/01/2013.

\$24.10 per month, effective 07/01/2014.

Dutchess Dental:

\$114.60 per month, effective 07/01/2012.

\$119.18 per month, effective 07/01/2013.

\$122.16 per month, effective 07/01/2014.

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.

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.

#### 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 \$30.00 per day for unused sick leave also with unlimited accumulation.

#### 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.

#### 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 by August 15 of each 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 Putnam Northern Westchester BOCES or In-Service education 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: EMPLOYMENT DURING THE DURATION OF THIS CONTRACT

No unit member currently employed in the bargaining unit during the 2012-13 school year shall suffer the loss of employment from the District by reason of budgetary reductions. This provision shall sunset becoming null and void in all regards effective the close of business on June 30, 2015.

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**

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

BY:   
**LYN MCKAY**

BY:   
**MARIO MARTINEZ**

DATED: September 27<sup>th</sup>, 2013