

**AGREEMENT
BETWEEN THE**

**HYDE PARK CENTRAL SCHOOL DISTRICT OF
DUTCHESS COUNTY, NEW YORK**

AND

**THE HYDE PARK CENTRAL SCHOOL UNITED
EMPLOYEES ASSOCIATION, NYSUT/AFT**

JULY 1, 2022 TO JUNE 30, 2024

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THIS AGREEMENT made the 1st day of July 2022, by and between the Hyde Park Central School District of the towns of Hyde Park, Poughkeepsie, Clinton, Pleasant Valley and Rhinebeck, Dutchess County, New York (hereinafter sometimes called the "District"), party of the first part, and the Hyde Park Central School United Employees Association, NYSUT/AFT, NYSUT (hereinafter sometimes called the "Union"), party of the second part,

WITNESSETH:

WHEREAS, in keeping with the provisions of Article 14 of the Civil Service Law, the Union has been organized to represent all the secretarial, clerical, teaching assistants, monitors, school monitors (transportation), Statewide Universal Full-Day Prekindergarten Monitors, and teacher aides personnel employed by the District for the purpose of negotiating collectively with their employer in the determination of the terms and conditions of their employment and the resolution of grievances arising thereunder, and

WHEREAS, the Union has demonstrated by the results of a PERB Election, certified on March 28, 1989 that it represents a majority of those persons who are employed by the District as secretaries, clerks, teaching assistants, teacher aides and monitors, school monitors (transportation), and who comprise the bargaining unit, and

WHEREAS, the designated representative of the Board of Education of the District have met with representatives of the Union and have voluntarily negotiated with respect to the salaries of the members of the bargaining unit, their working conditions and the mode of presentation and adjustment of certain types of complaints which may arise with respect to such matters, and

WHEREAS, the parties and their representatives have an understanding as to the various matters embraced by such collective negotiations,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I: RECOGNITION

A. The District recognizes the Union as the collective bargaining agent for all of the employees in the bargaining unit described herein with respect to the determination of terms and conditions of employment and to the settlement of grievances, as hereinafter defined, according to procedure hereinafter prescribed.

B. The bargaining unit shall be comprised of all secretarial and clerical employees of the District, as well as all teaching assistants, monitors, school monitors (transportation), teacher aides, Senior School Security Monitor, School Security Monitor, Statewide Universal Full-Day Prekindergarten Monitors, and Behavioral Intervention TA. The following positions shall not be included in the bargaining unit: Secretary to the Assistant Superintendent for Business, Secretary to Assistant Superintendent for Instruction, Secretaries to the Superintendent of Schools, Secretary to the Director of Facilities and Operations, Secretary to the Assistant Superintendent of Pupil Personnel Services and all other employees.

ARTICLE II: RIGHTS OF THE DISTRICT AND THE UNION

A. Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Education of the District, or in any trustee or officer of the District including the Superintendent of Schools, by virtue of any provision of the New York Constitution, any statute of New York, or by any rule or regulation of the State

Commissioner of Education having the force and effect of law.

B. The District agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the New York State United Teachers, NYSUT, AFT shall be provided access to bargaining unit members. The District further agrees that to the extent permitted by law, it will not permit any other labor 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 District.

C. The Union shall have the right to use District schoolhouses at all reasonable times for the purpose of conducting meetings relating to the business for which it has been organized. Request shall be made in advance to the Building Principals for such usage.

D. The Union shall select individuals from its membership to act as representatives for each District schoolhouse or building. Each building representative shall make appropriate arrangements with his/her Building Principal for periodic meetings for review and discussion of local school problems and practices.

E. Upon receipt of reasonable notice in advance, the Board of Education of the District shall make available to the representatives of the Association such information from District records as may be relevant to and necessary for use in negotiations, the resolution of grievances and in carrying out the general administrative processes of the Association.

ARTICLE III: SALARIES AND WELFARE BENEFITS

A. Salaries and Differentials.

1. Salary Schedules. The salary schedules for 2022 through 2024 shall be annexed

to this agreement.

Effective July 1, 2022, each step of the salary schedules with annualized salaries shall be increased by 1.75%. Effective July 1, 2022, step of the salary schedules with hourly rates shall be increased by 1.75%.

Effective July 1, 2023, each step of the salary schedules with annualized salaries shall be increased by 1.75%. Effective July 1, 2023, step of the salary schedules with hourly rates shall be increased by 1.75%.

2. Step Advancement.

- a. Unit members who are eligible to, shall advance a step.
- b. Employees hired on or after January 1st of a given school year, shall not be entitled to step advancement until July 1st of the next following calendar year.
- c. Employees must actually work at least one-half (1/2) of the fiscal year in order to be eligible for Step Advancement.

3. The parties acknowledge that full-time hourly unit members' work year corresponds to the school calendar as determined by the Superintendent of Schools and the Board of Education. In order to equalize the amount of pay each pay period, the parties agree that wages for the purpose of pay only shall be annualized so that pay shall be in equal installments.

4. Upon sixty (60) calendar days' written notice to the unit president, the District shall have the option of implementing a twice-monthly payroll, not to take effect prior to July 1, 2010.

B. Longevity: Longevity shall be cumulative and shall be paid as follows:

LONGEVITY

10 Month Clerical*	2022-2023	2023-2024
8 Year	\$ 794.08	\$ 807.98
13 Year	\$ 634.48	\$ 645.58
18 Year	\$ 661.09	\$ 672.66
Every 5 Years Thereafter	\$ 708.91	\$ 721.32

12 Month Clerical*	2022-2023	2023-2024
8 Year	\$ 921.96	\$ 938.09
13 Year	\$ 728.32	\$ 741.07
18 Year	\$ 761.51	\$ 774.84
Every 5 Years Thereafter	\$ 809.33	\$ 823.49

Teaching Assistants, Aides, Monitors*	2022-2023	2023-2024
8 Year	\$ 689.13	\$ 701.19
13 Year	\$ 554.32	\$ 564.02
18 Year	\$ 577.44	\$ 587.55
Every 5 Years Thereafter	\$ 625.26	\$ 636.20

*Years of full-time continuous service

In order to be eligible for the longevity, an employee must work a minimum of five (5) hours per day/twenty-five (25) hours per week, and work continuously in their position for the number of years required to receive the longevity amount. For those employees who work less than full time, but at least five (5) hours per day/twenty-five (25) hours per week,

the longevity amount shall be pro-rated. The number of years required to receive the longevity payment shall be eight (8) years, thirteen (13) years, and every five (5) years thereafter.

C. Welfare benefits.

1. Deductions shall be made from the salary of any employee of the bargaining unit who is insured under any NYSUT or AFT group plan of (a) life insurance; (b) accident and health insurance; (c) automobile insurance; (d) house and/or tenant insurance of such amounts for the payment of the premium or premiums or payments thereon as such employee may specify in writing filed with the District fiscal officer. Such amounts so deducted shall be transmitted to the insurer on behalf of the employee. Any such written authorization for premium deductions may be withdrawn by such employee at any time upon filing written notice of withdrawal with the District fiscal officer or his/her designee. The employee shall bear the full cost of insurance coverage obtained in this manner. These welfare benefits are included under this section with the express understanding that they would be paid for by the employees and would not increase the exposure of the Hyde Park Central School District.

2. Tax Sheltered Annuities.

Deductions shall be made from the salary of any employee in the bargaining unit who desires to participate in a plan for the purchase of an annuity. In the event the number of available companies should decline below 15, the Union may recommend the companies to complete the list of 15. Such employee shall enter into a written agreement with the Board of Education of the District for the reduction of his annual salary as otherwise payable by law for the purpose of funding the annuity to be purchased. Monies deducted pursuant

to such agreement shall be transmitted to the insurer on behalf of the employee. Any such agreement may be terminated by the employee at any time by the filing of a written notice of termination with the Board or its designee. The employee shall bear the full cost of the annuity purchased in this manner.

3. Health Insurance.

- a. There shall be a ninety (90) day continuous service waiting period for health insurance eligibility.
- b. Effective September 13, 2018 or as soon as practicable thereafter, the only health insurance plan offered to eligible unit members shall be the DEHIC EPO 20 plan. The District shall contribute 89% of the cost of the premiums of individual, two-person (if offered), or family coverage. In the event the DEHIC Consortium offers a new health insurance plan option(s) for employees during the life of this contract, the parties agree that the contract shall not be re-opened to discuss such option(s).
- c. Should HPUE identify a health insurance program which provides benefits generally equivalent to those provided by the Dutchess Educational Health Insurance Consortium (DEHIC) plan then in effect at a premium equal to or lower than that of the DEHIC Plan, the District shall consider adopting the health insurance plan proposed by the HPUE. Any new health insurance carrier must be in sound financial condition as evidenced by an appropriate rating from a recognized financial rating service such as Best or Moody's. The District shall not unreasonably withhold approval of a change in health insurance from the DEHIC Plan.

- d. Health Insurance for Retirees shall be the same as for active employees. In order for a unit member to be eligible for health insurance in retirement, he or she must complete fifteen (15) years of continuous full-time service with the District, and retire from the District in accordance with the requirements of NYSTRS or NYSERS. For a unit member who has completed fifteen years of continuous service, and for whom participation in NYSTRS or NYSERS is optional, and who has chosen not to enroll in NYSTRS or NYSERS, such unit member will qualify for retiree health insurance if he or she would otherwise meet the requirements of NYSTRS or NYSERS if he or she had been a member at the time of his or her retirement.
- e. The District will maintain a Section 125 Internal Revenue Code Cafeteria Plan which will provide unit members with the opportunity to have employee health insurance premium contributions paid for with "before tax dollars" through a salary deduction.
- f. Any unit member whose spouse is employed by the Hyde Park Central School District, whether or not within this bargaining unit, shall be restricted from dual enrollment in the District's health insurance plan and/or alternative HMO coverage to the extent that the spouses may not both enroll for family coverage or for one family coverage and one individual coverage. The spouses shall be entitled to a single-family coverage or each to individual coverage. If both spouses are within this bargaining unit and a family coverage is decided upon, the spouses shall decide

which one shall be enrolled for coverage. Upon retirement, each spouse may enroll for individual coverage, or family coverage may be maintained under the enrollment of only one of the spouses. Upon divorce, whether during the time of employment or in retirement, the non-insured spouse shall be assured entitlement to coverage at the earliest date the plan allows, whereupon the buyout as referenced herein will be pro-rated.

g. Health Insurance Buy-Out Option.

Unit members who are otherwise health insured may voluntarily opt-out of the District's Health Insurance program and receive a payment as follows: Unit members shall receive \$1,850 if 65 or fewer members take the buy-out. If 66 or more members opt for the buyout, such unit members will receive \$2,050. The buyout payment will be made prior to May 1 of each year. The employee must give written notice of opting out at the dates specified below and must also produce proof of other health insurance at the time of making application for the Buy-Out.

Written notice and proof of alternative health insurance coverage must be submitted to the District's Personnel Office on or before May 31 for the period commencing July 1 of the following school year.

Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the Buy-Out money paid for the remaining

months of the applicable year. New hires may opt out and receive this benefit on a pro-rated basis where applicable, at the time of hire, provided that proof of other insurance is furnished to the Personnel Office at the time of making written application.

In the event that a unit member leaves the employ of the District after receiving a Buy-Out payment, but before the end of the applicable time period covered by such payment, said unit member shall be obligated to repay the District on a pro-rated basis the amount of Buy-Out payment for the remaining part of the Buy-Out. The District is also expressly authorized to deduct that amount from the remaining paycheck(s) of said employee in the event that repayment is not otherwise made.

4. Retirement Plan.

- a. The District shall participate in the non-contributory 20 year Career Plan, as provided in Section 75i of the Retirement and Social Security Law. In addition, Section 60b (guaranteed minimum death benefit) and Section 41j (unused sick leave as additional service credit upon retirement) shall be provided.

Employees with at least 15 years of service in the Hyde Park Central School District who resign from the District for the purpose of retirement in accordance with his/her respective retirement system eligibility requirements, shall be entitled to the following Sick Leave Buyout:

0-75 days	\$29.00 per day
76-125 days	\$40.00 per day
126-200 days	\$50.00 per day

- b. In order to be eligible for this benefit, an employee must have a minimum of 100 accumulated sick days. The District will establish a 403b non-elective employer contribution account for all monies to the extent permitted by the Internal Revenue Code.

5. Welfare Benefit Trust.

The District will contribute \$1,275 per full-time unit member into a welfare benefit fund under the auspices of the Hyde Park Central School United Employees.

6. Direct Deposit.

Absent extenuating circumstances approved by the Assistant Superintendent for Business or his/her designee, all compensation for unit members shall be deposited into a bank, credit union or brokerage account of the unit member's choosing via direct deposit, and unit members shall be required to execute the necessary paperwork to effectuate the direct deposit. Paystubs shall be available to unit members electronically via the District's web based payroll program.

ARTICLE IV: WORKING CONDITIONS

A. Definition of Employees:

- 1. Twelve-month Employees - full-time employees are contracted by salary. They work the regular calendar. They receive vacation, holidays and all full-time benefits. The basic work week shall consist of five (5) consecutive seven and one-half (7 1/2) hour days for full-time employees, Monday through Friday, exclusive of a one-half (1/2) hour uninterrupted meal period.

- 2. Ten-month Employees -

- (a) Full-time clerical are contracted by salary. They receive sick benefits, personal leave, vacations and holiday. The basic work week shall consist of five (5) consecutive seven and one-half (7 1/2) hour days, Monday through Friday, exclusive of a one-half hour uninterrupted meal period. They work September 1 until June 30.
 - (b) Teaching Assistants, Aides, are contracted by salary. The basic work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday, exclusive of one-half (1/2) hour uninterrupted meal period. They receive sick benefits, one (1) paid snow day and personal leave time.
 - (c) SSS Monitors and School Security Monitors are contracted by salary. The basic work week shall consist of five (5) consecutive seven and one-half (7 1/2) hour days, Monday through Friday, exclusive of a one-half (1/2) hour uninterrupted meal period. They receive sick benefits, one (1) paid snow day and personal leave time.
 - (d) School Monitors (Transportation) are contracted by salary. The basic work week shall consist of five (5) consecutive five (5) hour days, Monday through Friday. They receive sick benefits, one (1) paid snow day and personal leave time.
 - (e) Statewide Universal Full-Day Prekindergarten monitors are paid hourly up to five (5) hours per day, based on the Transportation School Monitor salary schedule when school is in session. Such monitors shall be entitled to one (1) personal day, three (3) sick days, and one (1) paid snow day.
3. Hourly employees are paid on an hourly basis only for the hours they work, excluding meal periods. They receive three (3) sick leave days and one (1) personal leave day

per year. Unit members who work less than four (4) hours per day and twenty (20) hour per week shall not be entitled to the personal leave benefits described above.

B. The Reduced Work Week.

During periods when students and/or teachers are not in attendance, the work day shall be seven (7) hours in length, exclusive of one-half (1/2) hour uninterrupted lunch.

C. Overtime Compensation.

1. Overtime shall be computed on an hourly basis. Hourly wage rates shall be calculated by using a 37 ½ hour workweek and a 1,950 hour work year. Overtime shall be paid employees in the bargaining unit (with the exception of SSS Monitor, School Security Monitor, and Senior School Security Monitors) on a straight time basis for all authorized hours per day, up to eight (8) hours. One and one-half times the basic hourly rate shall be paid for time worked in excess of eight (8) hours per day.

2. Employees shall have the option of receiving compensatory time off in lieu of overtime whenever the employee works overtime up to the maximum time which can be banked. Employees who elect to receive compensatory time off shall receive the compensatory time at a rate of time and one-half times the amount of overtime work performed. Compensatory time shall be capped at the maximum number of hours allowable under the Fair Labor and Standards Act, which is presently 240 hours (160 hours of actual overtime work). Requests for taking comp time shall be submitted at least two (2) days in advance, and will not be refused unless the taking of comp time will be unduly disruptive. However, comp time may not be used to extend a holiday or vacation time, unless approved in advance by the supervisor.

D. General Provisions

1. No employee in the bargaining unit should be asked to work alone in any building at any time.

2. All ten-month clerical employees will work September 1 through June 30, and will be governed by the conditions of employment set forth for ten-month employees.

E. Holiday.

1. All twelve-month employees in the bargaining unit (except hourly employees) shall be entitled to fourteen (14) holidays off with pay each year. Holidays shall be limited to days on which school is not in session. Holidays shall be as follows:

- | | |
|----------------------|------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | President's Day |
| Veterans Day | Good Friday |
| Thanksgiving Weekend | Memorial Day |
| Christmas Weekend | |

2. All ten-month employees in the bargaining unit (except hourly employees) shall be entitled to the holidays that fall between September 1 and June 30.

3. When the regular payday falls on a contract holiday, the employer shall pay the employee on the last banking day immediately preceding the holiday.

F. Vacations For Ten-and Twelve-Month Clerical Employees

Employees of the bargaining unit in service with the District as of June 30, shall be entitled to vacation with pay after the following July 1. Vacation with pay shall be based on the amount of continuous service with the School District prior to June 30. Pay for each week of vacation shall be five (5) days at the rate of seven and one-half hours (7 1/2) of straight time per day. In the event that a holiday is observed on one of an employee's regularly

scheduled basic workdays within his basic workweek while he is on vacation, such employee shall be entitled to an additional day off with pay, which day shall be taken at the beginning or end of the vacation, unless the employee makes other arrangements with his/her supervisor. The normal vacation period shall be during the months of July and August, but employees may take their vacations at other times. All vacations shall be arranged with and approved by the employee's immediate supervisor. After an employee has completed five (5) years or more of continuous service, two (2) weeks vacation may be carried over to the year immediately following with the written consent of the employee's immediate supervisor. Otherwise, vacations may not be accumulated from year to year. Any employee whose employment is terminated prior to June 30th shall be paid for any accrued vacation time which she earned prior to the preceding June 30th, at the appropriate rate of pay.

Vacations shall be earned in the following manner:

1. A full-time employee hired between July 1st and September 30th shall be given ten (10) working days vacation with pay after the following July 1st.
2. A full-time employee hired after September 30th shall be given one (1) working day per month for vacation time with pay after the following July 1st.
3. A full-time employee completing five (5) years of continuous service with the School District, will receive fifteen (15) working days vacation with pay after the July 1st following the employee's anniversary date.
4. A full-time employee completing ten (10) years of continuous service with the School District, will receive twenty (20) working days vacation with pay after the July 1st following the employee's anniversary date.

5. Ten-month employees starting their employment September 1st will receive eight (8) working days vacation with pay after the following July 1st. The vacation is to be taken in periods during the school year when school is not in session.

6. Ten-month employees starting their employment after September 1st will receive a pro-rated vacation with pay after the following July 1st. The vacation is to be taken, in part, during the Christmas recess and, in part, during the Easter recess following the July 1st date.

7. Hourly employees will not be given a vacation and will only work when school is in session.

8. A ten-month employee who is appointed to a twelve-month position shall be credited for vacation purposes for each month worked (i.e., twelve [12] year of ten-month service shall be credited as ten [10] years service).

G. Snow Days.

1. No employees of the bargaining unit will be required to work on days when school is closed because of snow days unless requested to do so for some special reason by his or her supervisor. In the event that a full-time twelve or ten-month salaried employee is called into work on such a day, he or she will receive additional pay at the regular hourly rate for the hours worked. In the event that a teacher aide, library aides hourly, steno part-time hourly, or clerk part-time hourly are called into work on such a day, he or she will only receive their regular hourly rate for the hours worked.

2. Notwithstanding the above, teaching assistants, aides and monitors shall be entitled to be paid an amount equal to their daily rate of pay on one (1) day per year when

school is closed because of inclement weather.

3. Delayed Openings - Early Closings.

- a. Association employees in the positions entitled Teaching Assistant, Teacher Aide, School Monitor, School Monitor/SSS, and Library Aide and Audio Visual Clerk will be dismissed one-half (1/2) hour after all students have departed the school building to which they are assigned, unless requested to remain for some special reason by his or her supervisor.
- b. Association employees in other clerical and secretarial positions will be dismissed one and one-half (1 1/2) hours after all students have departed the school building to which they are assigned, unless requested to remain for some special reason by his or her supervisor.
- c. Appropriate reasons warranting a special request for an Association employee to remain on the job beyond the early dismissal time frames cited above shall include, but are not limited to, an incident involving students that requires the employee's attendance or follow-through, instructional or classroom preparation that requires completion prior to the next scheduled school day, and/or immediate deadlines for the completion of work that must be met.
- d. Any time there is a two (2) hour delay in the District, unit members shall be afforded the full two (2) hour delay with pay.

H. Jury Duty.

All members of the bargaining unit who are called to Petit jury duty shall notify their

immediate supervisors no later than the next working day following receipt of the notice.

Employees shall request the court to defer jury duty whenever possible to the summer months when children are not regularly enrolled, so as to avoid interruption of the instructional program during the normal school year. The Superintendent will confirm and support such request. Employees who cannot obtain a deferment shall be released for jury duty.

For each day on which the employee reports for or performs jury duty and on which he otherwise would have been scheduled to work, such employee shall receive full pay and he will reimburse the District when jury duty fee is paid by the County (not to include travel allowance nor reimbursement of expenses).

I. Training.

1. On Superintendent conference days, teacher training days or any other day, the District may assign monitors who work at either the high school or middle school to attend training related to crises intervention and emergency response related training. Monitors who are required to attend such training shall be compensated at their hourly rate for attendance at such training.

2. In the event a unit member is required to attend Sanctuary training or TCIS training outside of his or her regular work day, he or she shall be compensated at his or her regular rate of pay for all hours spent attending the training.

3. A unit member must obtain prior approval to attend any training or professional development that takes place outside of the regular work day. To obtain prior approval, a unit member must submit an overtime approval form (or obtain electronic approval if option is available) to his or her building principal or supervisor at least two (2)

weeks in advance of the scheduled training or professional development (or as soon as practicable if less than two weeks' notice of the opportunity is given to the unit member). In the event a unit member is approved to attend training or professional development outside of his or her regular work day other than the training pursuant to Section I(2) or Section J(1), he or she shall be paid in accordance with Article IV, Section C(1) and C(2).

J. SSS Monitor, School Security Monitor, & Senior School Security Monitors

1. SSS Monitors shall be required to attend thirty (30) hours of district sponsored training as a term and condition of their employment. The dates, times and locations of such training shall be determined by the District. These employees shall continue to be compensated for this training.

2. SSS monitors and school security monitors shall be required to wear uniforms which shall be provided by the District. The District shall provide three (3) uniforms including one (1) which shall be appropriate for the fall and winter seasons.

3. SSS Monitor, School Security Monitor, and Senior School Security Monitors who work beyond their regular shift shall be paid at their hourly rate for all time worked, and shall be paid time and one half for all hours worked beyond 40 hours in a week.

4. SSS Monitor, School Security Monitor, and Senior School Security Monitors who are scheduled to work on a Saturday or Sunday shall receive a minimum of two hours of pay for such work.

ARTICLE V: LEAVES

A. Sick Leave.

1. Sick leave shall provide paid time off to be granted for personal sickness,

personal injury or physical disability and shall not include personal leave.

2. Each employee of the bargaining unit shall be allowed sick leave without loss of salary in any one year, on account of personal sickness, personal injury or physical disability, as follows: Twelve (12) working days for twelve-month employees; ten (10) working days for ten- month employees; and three (3) work days for hourly paid employees. If any employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than 200 days. Any accumulation of unused sick leave heretofore granted by the Hyde Park Central School authorities shall be counted toward the accumulated leave herein provided.

Employees entitled to receive the full sick leave benefit enumerated above, shall be entitled to utilize up to five (5) personal sick leave days, per year, without deduction of pay for illness in the immediate family. Immediate family shall be defined in accordance with Article V(C)(3).

3. Medical verification from a medical doctor or other doctor whose services are covered by the District's Health Insurance Plan may be required at any time by any supervisor.

4. Sick leave shall be considered in conjunction with permanent disability.

5. a. A sick leave bank shall be maintained. Any employee with insufficient accrued paid sick leave to cover a period of illness or disability may apply to the Sick Leave Bank for additional paid sick leave, provided such employee is a participant in the Bank.

- b. Each employee may become a participant in the Sick Leave Bank, if he/she has completed at least three (3) years of continuous service with the District and has at least ten (10) days of accumulated personal sick leave and has contributed two (2) days to the Bank. Days contributed shall be subtracted from the individual's accumulated personal sick leave, and shall not be refunded should the participant withdraw from the Bank.
- c. Employees hired or returning after the effective date of this provision or employees not previously eligible, and who have completed at least three (3) years of continuous service with the District and have at least ten (10) days of accumulated personal sick leave and who wish to participate in the bank shall contribute two (2) days of sick leave within thirty (30) days of the effective date of eligibility.
- d. The sick leave bank shall be renewable once all days contributed have been exhausted, and in the same manner set forth above, except the enrollment period shall extend for a period of thirty (30) days from when the sick bank was exhausted.
- e. The Sick Leave Bank shall be administered by a Committee consisting of two administrators appointed by the District and three employees appointed by the Union. Participants seeking to utilize the bank days shall submit a request in writing to the Committee stating the reasons for such request(s) and submit medical documentation to substantiate such

request. The Committee shall consider all applications for the withdrawal of paid sick leave days from the Bank. Applications shall be granted by a majority vote of the Committee only to employees who by reason of illness or disability are unable to work for a prolonged period of time and who have already exhausted all of their own accumulated sick leave days.

- f. The maximum number of days that could be granted to an eligible employee from the Bank is 135 days per event.
 - g. All sick leave days contributed to, and deducted from, the Bank shall be calculated on an hourly basis.
 - h. The Committee may develop policy to administer the Bank.
 - i. Nothing contained herein shall be construed as limiting the discretion of the committee to reject an application in part or in its entirety. If an applicant's request is rejected, an appeal to the Committee can be made. However, the decision of the sick leave bank committee shall not be subject to the grievance procedure.
6. Records of accumulated sick leave time shall be kept in the manner prescribed in Section 3005-b of the Education Law.
7. If an employee who has accrued sick leave is unable to work as a result of an accident which happens on the job, the employee will receive full salary during such period which will be charged against sick leave at the rate of one day of sick leave for each day the employee is unable to work. In order to be

eligible for this benefit, the employee must apply for and be declared eligible to receive Workers' Compensation benefits. Income protection benefits available under Workers' Compensation shall be paid to the District for such period as the employee continues on full salary. Upon receipt of the Workers' Compensation Income Protection Benefits, the District will reinstate sick leave days on a pro-rated basis equal to the relationship between the cost of a sick leave day and the amount of payment received from Workers' Compensation. An employee who does not have sick leave shall receive all benefits directly from Workers' Compensation if eligible.

8. Attendance Bonus

The following attendance bonus shall be provided: \$300 if no sick days are utilized; \$200 if one (1) sick day is utilized. The bonus shall be paid in the first check in July of the following fiscal year.

9. Union members who work less than four (4) hours per day and twenty (20) hours per week shall not be entitled to the sick leave benefits described above.

10. An employee may apply, and the District may approve, for unit members to donate sick leave days to another employee in the unit for the purpose of a serious health condition in the employee's immediate family (as defined in Article V(C)(3)). A maximum of forty (40) days total may be donated and used by the unit member.

B. Personal Leave.

1. Each twelve-month salaried employee shall be entitled to two and one-half (2

1/2) days and each ten-month salaried employee to two (2) days of leave for personal business during the year. Personal leave means an activity that requires the employee's presence during the school days and is of such nature that it cannot be attended to at a time when schools are not in session. At the end of each school year, any unused personal days shall be added to the unit member's sick leave accumulation.

2. An application for a personal business leave must be submitted in writing to the supervisor at least two (2) days in advance (except in the event of an emergency, a shorter notice shall be acceptable). The employee shall be notified immediately as to the disposition of the application.

3. As a basis for uniformity within the school system, the following examples shall serve as a guide to the supervisors in granting personal leave.

- a. Legal business including court subpoena.
- b. Death of a friend or relative not covered in critical illness leave.
- c. Moving.
- d. Attendance at a ceremony awarding a degree to the employee or member of his immediate family.
- e. Serious medical situations in the immediate family not covered by critical illness or funeral leave.
- f. Matters of an emergency nature allowable at the discretion of the Superintendent.

If the reason is confidential, the employee need state only the general nature of the activity that must be attended to during the time school is in session (e.g., legal

business). In the event that request is denied, the decision of the supervisor may be appealed to the Superintendent.

Personal business leave is not intended for the extension of holiday or vacation time.

C. Critical Illness or Funeral Leave.

Employees shall be allowed paid leave for death or critical illness (i.e., serious, uncertain as to outcome) as follows:

1. Leave for critical illness or death in the employee's immediate family shall not exceed five (5) days per year.
2. Leave for critical illness or death in the immediate family of the employee's spouse shall not exceed five (5) days per year.
3. Immediate family shall be defined as father, mother, parent surrogate, spouse, sister, brother, child, grandmother, grandfather, grandchildren, or a dependent of the immediate household.
4. Leave beyond the five (5) days per year for death or critical illness in the employee's immediate family, or in the immediate family of the employee's spouse, may be approved by the Superintendent if circumstances appear to warrant the additional absence (e.g., more than one death in the immediate family).

D Child Care Leave.

1. Employees may apply for child care leave without pay. Such leave may be granted for up to one year. An additional one year may be permitted in exceptional cases at the determination of the Board. Employees may use accrued vacation leave, personal

leave or compensatory time during this period.

2. Once the leave has been granted, and the employee so desires, provisions may be made by the Board for early termination of child care leave.

3. To assist in reaching decisions regarding granting child care leave, the period prior to beginning the leave, termination of leave and the resumption of duties following the scheduled termination of leave, the Superintendent may request certification of the employee's condition by the family or school physician.

4. For all employees who are on probationary appointments who request and are granted a child care leave, the time that any such employee is on child care leave will not be counted toward the period of probation.

5. A reasonable effort will be made to return the employee to the previous school and position, unless the employee requests otherwise in which case such request will be given due consideration.

E. Convention Leave.

There shall be allowed a total of a maximum of eight (8) personal days per contract year for the entire unit for the purpose of employees elected or appointed by the Union to attend Union conventions and conferences. It is understood that the amount of leave time authorized under this subdivision is an aggregate one for the entire membership of the Union, and that this subdivision shall not be construed as a grant of three (3) days convention leave to each individual member. The Union shall designate members of the bargaining unit who are to attend conventions pursuant to this subdivision, and the Union shall give written notice of such designations to the Superintendent of Schools at least ten (10) days prior to

date for which a particular convention is scheduled.

F. Unpaid Leave.

The District may grant an employee an unpaid leave of absence for up to one year for the following reasons:

1. Family illness in employee's immediate household.
2. Temporary transfer of spouse's work location. Notification of an employee's return to work shall be made to the Assistant Superintendent for Instruction and Personnel no later than sixty (60) days prior to such return. No benefits or salary advancement entitlement during said leave shall accrue, however, an employee may continue to participate in the health insurance program at their own expense.

G. Major Religious Holidays.

Full time, (20 hours or more per week), regular employees shall be allowed three (3) days of paid leave per year for major religious holidays of their faith which require absence during school hours, provided arrangements for such leave are made at least two (2) days in advance with their supervisor.

H. Trustee on the DEHIC Committee.

A unit member who serves as a Trustee on the DEHIC Committee shall be provided with paid release time to attend Trustee meetings.

I. Unit President.

The Unit President shall be provided with paid release time if their presence is necessary for a meeting called by administration.

ARTICLE VI. GRIEVANCE PROCEDURE

A. Objective: It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they may arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

B. Definition: A "grievance" shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any complaint or matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any other procedure established by the Board of Education or by any by-law of the Board of Education, or (2) the Board is without authority to act.

As used in this Article, the term "employee" shall mean also a group of employees having the same grievance.

C. Adjustment of Grievance. Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. Immediate Supervisor Level (Step One). Any employee within the bargaining unit may submit his grievance in writing to his immediate supervisor within twenty (20) calendar days following the act or condition which is the basis of his complaint. If the employee chooses, he/she may submit his/her written complaint to his/her Association representative for filing with the supervisor. The employee and/or his/her Union representative and the supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally

or he/she may appear with his Union representative, who may act in the employee's behalf, but where the employee is represented he/she must be present. Whenever a grievance is filed personally by an employee, the supervisor receiving the complaint shall report the same to the Union representative involved, and such representative shall be given an opportunity to attend the conference and to present the views of the Union with respect to the matter. After conference, the supervisor shall make a written decision as to the complaint. Copies of such decision shall be furnished to the aggrieved employee, the Union representative and the Superintendent of Schools within ten (10) school days after receiving the complaint.

2. District Level (Step 2). If the grievance is not resolved at Step 1, the aggrieved employee, or a Union representative acting on behalf of such employee, may appeal to the Superintendent of Schools within ten (10) school days after the decision of the immediate supervisor is received. The appeal shall be made in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The name of the employee's union representative, if any, shall also be set forth in the appeal statement. The Superintendent, or his designee, shall confer with the aggrieved employee and his/her representative with a view to arriving at a satisfactory resolution of the complaint. Notice of the conference shall be given by the Superintendent two (2) school days in advance. At the conference, the employee may appear personally or with his/her representative, who may act in the employee's behalf, but where the employee is represented he/she must also be present. In the event that the employee acts on his/her own behalf without representation, the Association shall have the right to send a representative and to present its views as in Step 1. After conference, the Superintendent shall render a written decision as to the complaint. Copies of such decision shall be distributed as in Step 1 within ten (10) days after the statement of appeal is received.

3. Board Level (Step 3). If the grievance is not resolved at Step 2, the Union representative acting on behalf of such employee, may appeal the Step 2 decision to the Board. The Appeal to the Board shall be in the same form and content as to the Superintendent. Copies of the decision made at Step 1 and Step 2 shall be made available to the Board as attachments to the grievance and must be filed within ten (10) calendar days following receipt of the Superintendent's Step 2 Answer. At the Board's option, a hearing may be held regarding the grievance or in the alternative, the Board may answer the grievance without conducting a hearing. The Board's decision shall be rendered in writing within fifteen (15) school days after the appeal has been submitted or within fifteen (15) school days following the date of the hearing.

D. Arbitration.

If the grievance is not resolved in Step 3, the Union may proceed to demand arbitration. Written notice of such demand shall be served by registered mail upon both the Clerk of the District and the Superintendent of Schools within fifteen (15) school days after the Board Level decision is received by the employee. The notice shall include a brief statement of the issues involved and the grounds upon which the arbitration is based. The Union may request appointment of an arbitrator by the New York State Public Employment Relations Board or by the American Arbitration Association. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings conducted by the arbitrator insofar as they relate to hearings and fees. Fees and expenses shall be borne equally by the District and the Union.

The arbitrator shall render his decision not later than thirty (30) days from the date

of the closing of the hearings. Such decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the matters in issue. The arbitrator shall limit his decision strictly to the application and interpretation of this Agreement and he shall be without power to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

2. Involving Board discretion or Board policy under the provision of this Agreement, under Board by-laws, or applicable law or rules or regulations having the force and effect of law.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under its by-laws, applicable law and rules and regulations having the force and effect of law.

4. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement and under applicable law and rules and regulations having the force and effect of law, will be accepted as final by the parties to the dispute and both will abide by it.

5. The arbitrator may recommend an appropriate remedy where he/she finds a violation of this Agreement.

ARTICLE VII. MISCELLANEOUS

A. Job Descriptions.

The Board of Education will provide the Union with Civil Service descriptions for all

positions that are presently available.

B. Job Positions.

1. When vacancies occur or when new positions are created within the bargaining unit, the District shall post a notice in all school offices, setting forth the job description and requirements, the salary rate, and whether the job to be filled is a vacancy or a new position. Such notices shall be posted reasonably in advance of the time that the position is to be filled so that employees in the bargaining unit may make application for possible advancement to the position involved. The District shall also post vacancies on the District website for five (5) calendar days. The Association shall be supplied with copies of all such notices.

2. Due consideration shall be given to the seniority of existing bargaining unit members when determining the relative qualifications of candidates for a position in the bargaining unit which has become vacant.

3. A transfer from a monitor position to a teacher aide position or from a teacher aide position to a teaching assistant position shall not be considered a promotion within the meaning of this Article. In each of these instances, should there be a voluntary transfer, the employee shall be placed at Step I of the salary schedule for the new position.

C. Promotions.

Any employee of the bargaining unit receiving a promotion shall be placed on the new position salary schedule at an annual salary at least \$200.00 higher than his/her present scheduled salary. Promotion is defined as an upgrade in the same category of positions, not simply an increase in pay. For example, a move from Account Clerk I to Account Clerk II is a promotion. A move from Teaching Assistant to an Account Clerk is not a promotion.

D. Conferences.

The Superintendent is authorized to approve the attendance of some employees of the bargaining unit at conferences and/or workshop sessions for which funds have been budgeted. The general rule shall be that an employee of the bargaining unit shall attend only one major conference and/or workshop during each contract year.

E. Legal Services.

1. Indemnity Against Certain Tort Claims. The District shall indemnify employees of the bargaining unit for any financial loss arising out of a claim, demand, suit or judgment by reason of negligence or other act resulting in bodily injury or property damage provided that employees affected were, at the time of the accident or injury, acting in the discharge of their duties within the scope of their employment and/or under the direction of the District Board of Education. The District's liability and obligation under this subdivision shall be coextensive to that prescribed by Education Law, Section 3023.

2. Defense of Certain Legal Proceedings. The District shall provide an attorney or attorney's fees and expenses necessarily incurred in the defense of employees of the bargaining unit in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while employees affected are engaged in the discharge of their duties within the scope of their employment. The District's liability and obligation under this subdivision shall be coextensive to that prescribed by Education Law, Section 3028. The District Board of Education alone shall have the authority to select and retain counsel required to be provided under this subdivision and Education Law, Section 3028.

F. Coffee Breaks added to Meal Break.

Morning coffee breaks shall not exceed ten (10) minutes. Employees are not to leave their building locations to travel for a coffee break. Effective September 13, 2018, unit members may no longer take ten (10) minute morning coffee breaks. In lieu of such break, an additional ten minutes shall be added to an employee's meal period, if he/she receives one.

G. Course Work.

Full-time employees will be granted seventy-five (75%) percent and other employees will be granted a fifty (50%) percent tuition reimbursement for courses taken at an accredited college or business school, provided the course is beneficial to the school system and is approved in advance by the employee's supervisor and the Superintendent or his designee. The employee shall be limited to two (2) one-semester course(s) per year. This benefit is limited to employees with more than one year's continuous service. This benefit does not apply to employees who work only twenty (20) hours per week. With respect to employees hired on or after July 1, 1986, any course work required for employment or continuing eligibility for employment shall be solely at the expense of the employee.

H. In-Service Course Work.

Twenty-five dollars (\$25.00) shall be paid for each fifteen (15) hours of District sponsored in-service course work for which the employee receives prior approval to attend from the Superintendent of Schools or his/her designee for a period of five (5) years. The employee must present a certificate of completion in order to qualify for such pay. Enrollment levels and class composition of District-sponsored in-service course work shall

be determined by the District and the instructor.

The Association may recommend in-service courses to the Superintendent of Schools.

I. Lay-Off.

Non-competitive class unit members shall be subject to lay-off on the basis of the inverse order of seniority and subject to recall for a period of four (4) years on a straight seniority basis.

Lay-offs and recall shall be based upon seniority in job categories as follows:

1. Special Education Aide
2. Reading Aide
3. Math Aide
4. Reading/Math Aide
5. School Monitor
6. Library Clerk
7. Library Aide
8. Teaching Assistant
 - a. Seniority shall be computed based upon continuous full-time service in the teaching assistant tenure area in the District without regard to assignment.
 - b. With the exception of the situation described in ¶8(c) below, part-time teaching assistants shall be laid off prior to full-time teaching assistants.
 - c. For part-time teaching assistants who had been previously tenured, but whose position had been involuntarily reduced,

part-time service shall be credited on a full-time basis.

9. Mental Health Aide
10. SSS Monitor
11. School Monitor (Transportation)
12. Statewide Universal Full-Day Prekindergarten Monitor

In the event two or more unit members are determined to have the same length of service by using the requirements of the Civil Service Law and County Personnel Rules, ties will be broken by first looking at the original date of hire, and then, at the order of appointment in the Board minutes on the date of appointment.

J. All new employees will be provided with a Job Description and a copy of the Union Contract upon hiring. The employee will specifically be made aware of their leave time allocation for the remainder of the year.

K. The Union shall have the right to receive one list of bargaining unit members per year. The Union's demand for such list shall be submitted in writing to the Superintendent's Office.

Within thirty (30) days of the Union's request, the Union shall receive an updated list of each unit member's name, address, telephone number, step, date of hire, title, status (full-time/part-time) and leave accumulations. The Union shall be limited to one request per year.

L. Coverage for Teachers.

1. Teaching assistants who cover for absent teachers shall be paid an additional \$35 per day. Such pay shall be prorated. Teaching assistants shall submit time sheets (or

electronically report time worked) indicating the number of hours they covered for an absent teacher.

2. Teacher aides and monitors who cover for absent teachers when a teaching assistant is not available, shall be paid an additional \$35 per day. Such pay shall be pro-rated for a minimum one-half day of substitute work.

M. Evaluations

1. No material pertaining to the performance of an employee's job will be placed in the employees personnel file until the employee has had an opportunity to review such material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, provided it is submitted within twenty (20) calendar days from receipt of the material it is responding to, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

2. Employees will have the right, upon request, to review the contents of their personnel files and make copies of any documents in it. An employee will be entitled to have a representative of the Association accompany him/her during such a review. Documents contained within an employee's personnel file shall not be available to public inspection, unless such information is available pursuant to federal, state, or local laws.

3. All employees shall be formally evaluated at least once per school year. Said evaluation shall coincide with an employee's job description and shall be in writing and reviewed with the employee. The evaluation shall be completed by the appropriate

administrator and/or supervisor of the District. Nothing herein shall limit the Superintendent's discretion from completing an evaluation A committee will be established to address revisions to the current evaluation system.

N. Behavioral Intervention Teaching Assistants

1. The District shall have full discretion on which teaching assistant positions to designate as behavioral intervention teaching assistant positions.
2. For those unit members who served as behavioral teaching assistants as of June 30, 2018:
 - a. That were appointed to a BTA position by the Board of Education when hired by the District: In the event such unit member is involuntarily re-assigned to a teaching assistant position as set forth above, he/she shall remain on the behavioral teaching assistant salary schedule. In the event such unit member is voluntarily re-assigned to a teaching assistant position, he/she shall be placed on the teaching assistant salary schedule, at the step that corresponds to his/her years of service in the District as a teaching assistant.
 - b. That were not appointed to a BTA position by the Board of Education when hired by the District: In the event such unit member is voluntarily or involuntarily re- assigned to a teaching assistant position, he/she shall be placed on the teaching assistant salary schedule, at the step that corresponds to his/her years of service in the District as a teaching assistant.
 - c. Subject to (a) and (b) above, the District may re-assign behavioral intervention teaching assistants serving in such positions as of June 30, 2018, to regular teaching assistant positions subject to the following:

- (1) The District has the right to transfer a behavioral teaching assistant to a teaching assistant position after two consecutive years of unsatisfactory evaluations;
 - (2) In the event the District has more behavioral teaching assistants than needed, the District will first seek volunteers to move to a teaching assistant position before any involuntary reassignment is made. In the event there are no volunteers: (a) the District shall first re-assign behavioral teaching assistants that were not appointed to a BTA position by the Board when hired, based on inverse seniority in the behavioral intervention teaching assistant position; (b) the District shall re-assign behavioral teaching assistants that were appointed to a BTA position by the Board when hired, based on inverse seniority in the behavioral intervention teaching assistant position.
3. Effective July 1, 2018, the behavioral teaching assistant salary schedule shall only be used for members assigned to a BTA position as of June 30, 2018.
 4. For Teaching Assistants Assigned to BTA Positions After June 30, 2018:

Unit members who were not assigned to behavioral teaching assistants as of June 30, 2018, who are thereafter assigned to a behavioral teaching assistant position, shall receive an annual \$6,500 stipend for serving as a behavioral teaching assistant. In the event a unit member is voluntarily or involuntarily re-assigned to a teaching assistant position, he/she shall no longer receive the \$6,500 stipend. In the event a unit member serves as a behavioral teaching assistant for less than a

full school year, the stipend shall be pro-rated.

5. In order to remain in a behavioral intervention teaching assistant position, a unit member must complete, within forty-five days of appointment to such position:
(a) a thirty (30) hour de-escalation training; and (b) pass a certification test at the end of the training. In addition, in order to maintain such certification, a unit member must attend de-escalation review sessions at least every six months at a minimum, after passing the certification test. Failure to complete such training, or pass and/or maintain such certification, shall result in the unit member being removed from the behavioral teaching assistant position, with a corresponding reduction in pay or loss of the stipend.

6. The parties shall maintain a seniority list designating the seniority of Behavioral Teaching Assistants hired prior to July 1, 2018. In addition, the parties shall separately maintain a list of Behavioral Teaching Assistants that were not initially hired by the District as Behavioral Teaching Assistants.

O. All unit members with the exception of hourly employees shall: (a) record their absences on AESOP, or the same program as that used by teachers to record absences; and (b) submit timesheets for any work for which they are due extra pay. Hourly employees shall record their arrival and departure time using a timekeeping mechanism selected by the District.

P. Any Teaching Assistant who provides AIS services after the end of their regular work day, either in-person or remotely, shall be compensated at the rate of \$40 per hour.

ARTICLE VIII. SERVICE (AGENCY) FEE AND UNION DUES

- A. The Union shall notify the District in writing of its yearly Union dues and agency fee.
- B. The District shall deduct annual dues or agency fees from all unit members between the months of September and June, each school year, in twenty (20) equal amounts from the paychecks issued twice each month and forward such amount to the Hyde Park Central School United Employees Association, NYSUT/AFT.
- C. The Union assumes full responsibility for the disposition of such funds so deducted once they have been forwarded to it by the District.

ARTICLE IX. NO-STRIKE PLEDGE

The Union and the Board of Education recognize that strikes and other forms of work stoppages by public employees are contrary to law and to public policy. The Union and the Board of Education subscribe to the principle that difficulties shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE X. CONFORMITY TO LAW - SAVING CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiations with the Association.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

C. Section 204-a. Mandated Provision of Law.

"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL"

ARTICLE XI DURATION

This Agreement and all of its provisions shall be effective as July 1, 2022 and shall continue in full force and effect through June 30, 2024.

The 2022-2024 Contract shall continue in full force and effect until a successor contract is agreed to.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Dated: 10/14/, 2022



Aviva Kafka, Superintendent



Diana Witter, President
Hyde Park Central School United Employees Association

ACCOUNT CLERK 1/TYPIST

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 38,845	\$ 39,525
STEP 2	\$ 40,459	\$ 41,167
STEP 3	\$ 42,140	\$ 42,877
STEP 4	\$ 43,902	\$ 44,670
STEP 5	\$ 45,956	\$ 46,760
STEP 6	\$ 48,121	\$ 48,963
STEP 7	\$ 50,402	\$ 51,284
STEP 8	\$ 52,575	\$ 53,495

Hinda Stenberg 10/3/22
Aurora 10/3/22
Orna W... 10/3/22

SENIOR ACCOUNT CLERK - 12 MONTH

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 43,039	\$ 43,792
STEP 2	\$ 44,840	\$ 45,625
STEP 3	\$ 46,722	\$ 47,540
STEP 4	\$ 48,688	\$ 49,540
STEP 5	\$ 50,744	\$ 51,632
STEP 6	\$ 52,891	\$ 53,817
STEP 7	\$ 55,137	\$ 56,102
STEP 8	\$ 57,482	\$ 58,488

Hinda Stenberg 10/3/22
Avala 10/3/22
Diana Wells 10/3/22

PRINCIPAL ACCOUNT CLERK - 12 MONTH

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$49,376	\$50,240
STEP 2	\$51,452	\$52,352
STEP 3	\$53,621	\$54,559
STEP 4	\$55,887	\$56,865
STEP 5	\$58,257	\$59,276
STEP 6	\$60,732	\$61,795
STEP 7	\$63,318	\$64,426
STEP 8	\$66,022	\$67,177

Hinda Stenberg 10/3/22
Avalon 10/3/22
Diana [unclear] 10/3/22

SCHOOL SECRETARY 1 10 MONTH

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 26,944	\$ 27,416
STEP 2	\$ 28,021	\$ 28,511
STEP 3	\$ 29,147	\$ 29,657
STEP 4	\$ 30,322	\$ 30,853
STEP 5	\$ 31,540	\$ 32,092
STEP 6	\$ 32,814	\$ 33,388
STEP 7	\$ 34,147	\$ 34,745
STEP 8	\$ 36,169	\$ 36,802

Wanda Jenkins 10/3/22
Jill Lee 10/3/22
Diana Wells 10/3/22

SCHOOL SECRETARY 1 12 MONTH

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 31,729	\$ 32,284
STEP 2	\$ 33,020	\$ 33,598
STEP 3	\$ 34,370	\$ 34,971
STEP 4	\$ 35,781	\$ 36,407
STEP 5	\$ 37,488	\$ 38,144
STEP 6	\$ 39,197	\$ 39,883
STEP 7	\$ 41,040	\$ 41,758
STEP 8	\$ 42,799	\$ 43,548

Linda Stenberg 10/3/22
Jocelyn 10/3/22
Diana 10/3/22

SCHOOL SECRETARY II 10 MONTH

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 28,976	\$ 29,483
STEP 2	\$ 30,143	\$ 30,671
STEP 3	\$ 31,364	\$ 31,913
STEP 4	\$ 32,640	\$ 33,211
STEP 5	\$ 34,070	\$ 34,666
STEP 6	\$ 34,828	\$ 35,437
STEP 7	\$ 37,152	\$ 37,802
STEP 8	\$ 38,649	\$ 39,325

Linda Stenberg 10/3/22
Alex Lee 10/3/22
Diana White 10/3/22

SCHOOL SECRETARY II 12 MONTH

	22-23	23-24
STEP 1	\$ 34,166	\$ 34,764
STEP 2	\$ 35,567	\$ 36,189
STEP 3	\$ 37,033	\$ 37,681
STEP 4	\$ 38,561	\$ 39,236
STEP 5	\$ 40,277	\$ 40,982
STEP 6	\$ 41,184	\$ 41,905
STEP 7	\$ 43,977	\$ 44,747
STEP 8	\$ 45,775	\$ 46,576

Hinda Stribey 10/3/22
Healey 10/3/22
Diana ~~W~~ 10/3/22

SCHOOL SECRETARY III

		<u>22-23</u>	<u>23-24</u>
STEP 1	\$	35,799	\$ 36,425
STEP 2	\$	37,273	\$ 37,925
STEP 3	\$	38,813	\$ 39,492
STEP 4	\$	40,424	\$ 41,131
STEP 5	\$	42,139	\$ 42,876
STEP 6	\$	43,944	\$ 44,713
STEP 7	\$	45,842	\$ 46,644
STEP 8	\$	47,629	\$ 48,463

Chinck Stenberg 10/3/22
Quallup 10/3/22
Diana Watto 10/3/22

STUDENT RECORDS ASSISTANT

	22-23	23-24
STEP 1	\$ 37,134	\$ 37,784
STEP 2	\$ 38,671	\$ 39,348
STEP 3	\$ 40,273	\$ 40,978
STEP 4	\$ 41,952	\$ 42,686
STEP 5	\$ 43,905	\$ 44,673
STEP 6	\$ 45,971	\$ 46,775
STEP 7	\$ 48,154	\$ 48,997
STEP 8	\$ 50,220	\$ 51,099

Hinda Stenberg 10/3/22
Avalon 10/3/22
Diana White 10/3/22

RECEPTIONIST/DATA ENTRY OPERATOR

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 32,643	\$ 33,214
STEP 2	\$ 33,977	\$ 34,572
STEP 3	\$ 35,371	\$ 35,990
STEP 4	\$ 36,824	\$ 37,468
STEP 5	\$ 38,274	\$ 38,944
STEP 6	\$ 39,791	\$ 40,487
STEP 7	\$ 41,375	\$ 42,099
STEP 8	\$ 43,842	\$ 44,609

Hinder Stenberg 10/3/22
Alla Leaf 10/3/22
Diana Witt 10/3/22

PURCHASING ASSISTANT/GRANT WRITER

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 39,586	\$ 40,279
STEP 2	\$ 41,234	\$ 41,956
STEP 3	\$ 42,953	\$ 43,705
STEP 4	\$ 44,748	\$ 45,531
STEP 5	\$ 46,854	\$ 47,674
STEP 6	\$ 49,059	\$ 49,918
STEP 7	\$ 51,388	\$ 52,287
STEP 8	\$ 53,604	\$ 54,542

Hinda Steinberg 10/3/22
A. Lalaj 10/3/22
Diana W. 10/3/22

TEACHING ASSISTANT

7 HOURS DAILY; LESS THAN 7 HOURS PER DAY WILL BE PRO-RATED

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 19,953	\$ 20,302
STEP 2	\$ 20,536	\$ 20,895
STEP 3	\$ 21,768	\$ 22,149
STEP 4	\$ 22,428	\$ 22,820
STEP 5	\$ 23,056	\$ 23,459
STEP 6	\$ 24,275	\$ 24,700
STEP 7	\$ 25,537	\$ 25,984
STEP 8	\$ 26,225	\$ 26,684
STEP 9	\$ 26,929	\$ 27,400
STEP 10	\$ 28,827	\$ 29,331
STEP 11	\$ 29,664	\$ 30,183
STEP 12	\$ 32,198	\$ 32,761

Hinda Steinberg 10/3/22
Ala Leaf 10/3/22
Diana Miller 10/3/22

BEHAVIORAL INTERVENTION TEACHING ASSISTANT
7 HOURS DAILY; LESS THAN 7 HOURS PER DAY WILL BE PRO-RATED

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 26,698	\$ 27,165
STEP 2	\$ 27,730	\$ 28,215
STEP 3	\$ 28,856	\$ 29,361
STEP 4	\$ 30,019	\$ 30,544
STEP 5	\$ 31,108	\$ 31,652
STEP 6	\$ 32,215	\$ 32,779
STEP 7	\$ 33,469	\$ 34,055
STEP 8	\$ 34,613	\$ 35,219
STEP 9	\$ 35,865	\$ 36,493
STEP 10	\$ 37,135	\$ 37,785
STEP 11	\$ 38,623	\$ 39,299
STEP 12	\$ 39,912	\$ 40,610

Hinda Steinberg 10/3/22
Alea Leaf 10/13/22
Diana Wutt 10/3/22

**TRANSPORTATION SCHOOL MONITOR
5 HOURS DAILY; 185 DAYS PER YEAR**

	22-23	23-24
STEP 1	\$ 16,861	\$ 17,156
STEP 2	\$ 17,343	\$ 17,647
STEP 3	\$ 17,878	\$ 18,191
STEP 4	\$ 18,393	\$ 18,715
STEP 5	\$ 18,719	\$ 19,047
STEP 6	\$ 19,149	\$ 19,484
STEP 7	\$ 19,537	\$ 19,879
STEP 8	\$ 19,863	\$ 20,211

**SUPK MONITORS
UP TO 5 HOURS DAILY; 185 DAYS PER YEAR**

	21-22	22-23	23-24
STEP 1	\$ 17.91	\$ 18.22	\$ 18.54
STEP 2	\$ 18.43	\$ 18.75	\$ 19.08
STEP 3	\$ 19.00	\$ 19.33	\$ 19.67
STEP 4	\$ 19.54	\$ 19.88	\$ 20.23
STEP 5	\$ 19.89	\$ 20.24	\$ 20.59
STEP 6	\$ 20.35	\$ 20.70	\$ 21.06
STEP 7	\$ 20.76	\$ 21.12	\$ 21.49
STEP 8	\$ 21.10	\$ 21.47	\$ 21.85

*Kinda Stenberg 10/3/22
Healaf 10/3/22
Diana... 10/3/22*

SSS School Monitors/School Security Monitors

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 28,369	\$ 28,865
STEP 2	\$ 29,398	\$ 29,912
STEP 3	\$ 30,199	\$ 30,727
STEP 4	\$ 31,026	\$ 31,569
STEP 5	\$ 32,159	\$ 32,722
STEP 6	\$ 32,749	\$ 33,322
STEP 7	\$ 33,652	\$ 34,241
STEP 8	\$ 34,271	\$ 34,871

Hinda Steinberg 10/3/22
Specialist 10/3/22
Diana Witter 10/3/22

TEACHER AIDE OR LIBRARY AIDE

7 HOURS DAILY; LESS THAN 7 HOURS PER DAY WILL BE PRO-RATED

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 13.79	\$ 14.03
STEP 2	\$ 14.34	\$ 14.59
STEP 3	\$ 14.92	\$ 15.18
STEP 4	\$ 15.49	\$ 15.76
STEP 5	\$ 16.11	\$ 16.39
STEP 6	\$ 16.67	\$ 16.96
STEP 7	\$ 17.36	\$ 17.66
STEP 8	\$ 18.05	\$ 18.37
STEP 9	\$ 18.74	\$ 19.07
STEP 10	\$ 19.39	\$ 19.73
STEP 11	\$ 20.18	\$ 20.53
STEP 12	\$ 20.90	\$ 21.27

Ringer Stenberg 10/3/22
Healey 10/3/22
Dionce W. 10/3/22

SCHOOL MONITOR

2 HOURS DAILY

		<u>22-23</u>		<u>23-24</u>
STEP 1	\$	13.70	\$	13.94
STEP 2	\$	14.22	\$	14.47
STEP 3	\$	14.81	\$	15.07
STEP 4	\$	15.37	\$	15.64
STEP 5	\$	15.71	\$	15.98
STEP 6	\$	16.18	\$	16.46
STEP 7	\$	16.60	\$	16.89
STEP 8	\$	16.95	\$	17.25

Hinda Steinberg 10/3/22
Deborah 10/3/22
Diana White 10/3/22

SCHOOL MONITOR

2.5 HOURS DAILY

		<u>22-23</u>		<u>23-24</u>
STEP 1	\$	13.59	\$	13.83
STEP 2	\$	14.12	\$	14.37
STEP 3	\$	14.70	\$	14.96
STEP 4	\$	15.26	\$	15.53
STEP 5	\$	15.61	\$	15.88
STEP 6	\$	16.08	\$	16.36
STEP 7	\$	16.50	\$	16.79
STEP 8	\$	16.84	\$	17.13

Chinda Steinberg 10/3/22
Healey 10/3/22
Diana White 10/3/22

SCHOOL MONITOR

3.75 HOURS DAILY

		22-23		23-24
STEP 1	\$	13.48	\$	13.72
STEP 2	\$	13.99	\$	14.23
STEP 3	\$	14.57	\$	14.82
STEP 4	\$	15.12	\$	15.38
STEP 5	\$	15.48	\$	15.75
STEP 6	\$	15.93	\$	16.21
STEP 7	\$	16.36	\$	16.65
STEP 8	\$	16.73	\$	17.02

Hinda Steiner 10/3/22
Avalon 10/3/22
Diana Miller 10/3/22

SENIOR SCHOOL SECURITY MONITOR HOURLY

		22-23	23-24
STEP 1	\$	28.69	\$ 29.19
STEP 2	\$	29.62	\$ 30.14
STEP 3	\$	30.60	\$ 31.14
STEP 4	\$	31.65	\$ 32.20
STEP 5	\$	32.61	\$ 33.18
STEP 6	\$	33.60	\$ 34.19
STEP 7	\$	34.57	\$ 35.17
STEP 8	\$	35.61	\$ 36.23

Hinda Stenberg 10/3/22
Alea Day 10/3/22
Diana Witter 10/3/22

CLERK TYPIST/PART TIME HOURLY

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 16.55	\$ 16.84
STEP 2	\$ 17.22	\$ 17.52
STEP 3	\$ 17.91	\$ 18.22
STEP 4	\$ 18.63	\$ 18.96
STEP 5	\$ 19.38	\$ 19.72
STEP 6	\$ 20.17	\$ 20.52
STEP 7	\$ 20.98	\$ 21.35
STEP 8	\$ 22.22	\$ 22.61

Hinda Stenberg 10/3/22
Heather 10/3/22
Diana White 10/3/22

**SCHOOL SECRETARY 1 PART TIME HOURLY
6 HOURS DAILY**

	<u>22-23</u>	<u>23-24</u>
STEP 1	\$ 16.55	\$ 16.84
STEP 2	\$ 17.22	\$ 17.52
STEP 3	\$ 17.91	\$ 18.22
STEP 4	\$ 18.63	\$ 18.96
STEP 5	\$ 19.38	\$ 19.72
STEP 6	\$ 20.17	\$ 20.52
STEP 7	\$ 20.98	\$ 21.35
STEP 8	\$ 22.22	\$ 22.61

Chinpa Stecker 10/3/22
General 10/3/22
Diana Witt 10/3/22

WHEREAS the Hyde Park Central School District ("District") and the Hyde Park Central School United Employees' Association ("Union") are parties to a collective bargaining agreement dated July 1, 2022 – June 30, 2024; and

WHEREAS Article III Section A (3) states that, "full-time hourly unit members' work year corresponds to the school calendar..." and "...that the wages for the purpose of pay only shall be annualized so that pay shall be in equal installments; and

WHEREAS for the calculation of an annualized salary the Collective Bargaining Agreement does not state the number of days required to be worked per school year; and

WHEREAS the understanding between the Parties is that teaching assistants and aides work days students are in the building, the "opening day" conference day, and one additional conference day determined through labor/management;


IT IS HEREBY AGREED as follows for the 2022-2023 school year:

1. Full-time teaching assistants and teacher aides shall have his/her salary annualized based on the following formula:
 - a. Employee's hourly rate multiplied by the number of work hours per day = daily rate of pay
 - b. Employee's daily rate of pay multiplied by 181 (number of work days for the year) = yearly salary
2. Days in excess of 181 shall be paid at the employee's hourly rate.
3. Teaching Assistants and aides shall work the 180 student days specified in the District's Calendar. In addition to the 180 student days, they shall work the "opening day" superintendent's conference.
4. Professional development (CTLE hours) shall be provided on 5 Staff Professional Learning two hour delays, replacing the 2 Early Release days.

ACCEPTED AND AGREED

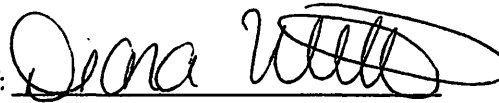
DATED: Aug. 28, 2022

HYDE PARK C.S.D.

BY: 
Aviva Kafka, Superintendent

HYDE PARK CENTRAL SCHOOL

UNITED EMPLOYEES ASSOCIATION

BY: 
Diana Witter, President

MEMORANDUM OF AGREEMENT

AGREEMENT made this 31st day of August 2022, by and between the Hyde Park Central School District (“District”) and the Hyde Park Central School United Employees Association (“Association”).

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period July 1, 2022 through June 30, 2024; and,

WHEREAS, pursuant to New York State Commissioner of Education Regulations Sections 100.1, 155.17, and 175.5, in the event there is an emergency closing, the District is permitted to provide students with remote instruction and have such instruction count towards the minimum instructional requirements;

WHEREAS, the parties have met to discuss and plan for changes that may be necessary if instruction changes to remote, in full or in part;

NOW, THEREFORE, the parties agree as follows:

1. When instruction is fully remote, hourly employees (monitors, pre-k monitors, SSS monitors) shall report to the district and be assigned work as follows:
 - i. He/she may be assigned tasks that are different from his/her routine work assignment;
 - ii. He/she may be required to report to a different work location; and
 - iii. Building administrators and/or other District administrators will determine the work assignment(s).
 - iv. These members will receive mileage reimbursement from the District from their assigned building to the temporary assignment that day.

2. In the event a building (or the District goes remote), the following shall apply to the particular assignments listed below:
 - i. AIS teaching assistants will join their AIS teachers;
 - ii. Library teaching assistants will join their Librarians;
 - iii. Secondary In School Suspension and Accommodations teaching assistants will join the LAWS classes;
 - iv. BRYT teaching assistants will support their BRYT social worker and/or psychologist;
 - v. Teacher aides will support their student(s) for their classes and specials; or an elective class such as Business, Art, Music, whereas it is predetermined at the start of the school year.
 - vi. Teaching assistants can be assigned to substitute for teachers (as per the collective bargaining agreement). Such work may include providing support for the asynchronous materials provided by the teacher in a live Google Meet or other equivalent video-conferencing tool supplied by the District.

3. In the event a clerical employee is assigned to cover for an absent clerical employee in another District building, he/she shall only be responsible for coverage on the day(s) in question, and shall not also be responsible for completing his/her personal job responsibilities. These members will

receive mileage reimbursement from the District from their assigned building to the temporary assignment that day.

4. In the event only particular buildings need to revert to remote instruction, and a unit member is shared between an in-person and remote school, they shall physically go to the building which is providing in-person instruction, and shall attend remote sessions for the building that is remote.
5. Nothing herein shall preclude the District from laying off unit members over the course of the 2022-2023 school year.
6. All terms and conditions of the collective bargaining agreement between the District and the Association are in full force and effect. Entering into this agreement shall not modify the collective bargaining agreement. This Agreement shall expire and be of no further force and effect upon the conclusion of the 2022-2023 school year (June 30, 2023), unless extended in writing by the parties.
7. This Agreement shall be subject to the grievance and arbitration provision of the collective bargaining agreement.
8. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

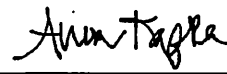
In WITNESS THEREOF, the parties hereto have executed this Agreement the 31st day of August, 2022

Association

By: 

President

School District

By: 

Superintendent of Schools