
AGREEMENT

by and between the

Hyde Park Central
School District

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, Inc.,
Local 1000, AFSCME, AFL-CIO

Hyde Park CSD Unit 6657
Dutchess County Educational Local 867

JULY 1, 2021– JUNE 30, 2025

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This Agreement 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 Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (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 the non-teaching personnel (other than secretarial and clerical 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 submission of satisfactory evidence that it represents a majority of those persons who are employed by the District as non-teaching employees including bus drivers, custodians, groundsmen, cleaners, maintenance men, mechanics and cafeteria workers, and who comprise the non-teaching employees' bargaining unit, and

WHEREAS, the designated representatives 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 reached 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 agrees to recognize the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all employees in the bargaining unit described in Section B of this Article for terms and conditions of employment and to the settlement of grievances arising thereunder for the maximum period of time in accordance with Section 208 of Article XIV of the Civil Service Law.
- B. The bargaining unit shall be comprised of all bus drivers, custodians, groundsmen, cleaners, maintenance men, mechanics and cafeteria workers of the District and any other classification or category that may be established that falls within the intent in the recognized unit.

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 the State of New York, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, except as modified by this Agreement.
- B. There shall be no discrimination, interference, restraint, or coercion practiced by the District, its officers, agents or employees against any non-teaching employee because of his membership in the Union, or because of any lawful activities conducted by the Union. The Union and its officers, agents and members shall not discriminate against any employee in the bargaining unit by reason of such employee's race, creed, color, sex or marital status, nor shall any employee in the bargaining unit be compelled or coerced into membership in the Association by any of its officers, agents or members.
- C. Nothing contained shall be construed to deny any employee in the bargaining unit any rights which may be available to him under the United States Constitution, the New York Constitution or under any applicable statutes, laws or regulations of the State of New York or its departments and agencies.
- D. The Union shall have the right to use District schoolhouses at such reasonable times upon the prior approval of the Building Principal for the purposes of conducting meetings relating to the business for which it has been organized. Request for usage shall be made in advance to building principals for approval.
- E. 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 building principal or supervisor or similar rank for periodic meetings for review and discussion of local school problems and practices.
- F. Upon receipt of reasonable notice in advance, the Board of Education of the District shall make available to the representatives of the Union 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 Union.
- G. On or before September 1 each year, the CSEA shall furnish to the Superintendent a written list of all of its officers, shop stewards and representatives. Written notice of changes which occur in these positions shall be sent to the Superintendent during the course of the school year.
- H. The Employer shall supply to the Association a list of all employees in the bargaining unit showing each employee's full name, home address, job title, work location, membership

status, insurance deduction and first date of employment. Such information shall thereafter be provided to the Union on a semi-annual basis.

- I. The Union and its designated agents shall, subject to the approval of the Superintendent of Schools or his/her designee, have the sole and exclusive right of access to members of the bargaining unit during working hours to administer this Agreement. Such approval shall not unreasonably be withheld in terms of Taylor Law rights.

The Employer agrees that no other representative offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other organization or Union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space on the property or premises of the School District, to the maximum extent allowed by law.

ARTICLE III - SALARIES AND WELFARE BENEFITS

A. Salaries and Differentials

The salaries and differentials for employees in the bargaining unit for the duration of the contract are:

There shall be no increase to salaries for the 2021-2022 school year.

Effective July 1, 2022, salaries shall be increased by 5%.

Effective July 1, 2023, salaries shall be increased by 5%.

Effective July 1, 2024, salaries shall be increased by 3%.

Step advancement shall be allowed for each year of this agreement for those eligible to advance a step.

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.

Effective September 22, 2022, Direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required except that under extenuating circumstances approved by the Superintendent of his/her designee, a paper check may be issued.

B. Longevity - Full-Time Employees/Hourly - Part-time Employees

1. For full-time employees, longevity shall be paid as follows:

Effective	7/1/22	7/1/23	7/1/24
8 Years	\$488	\$512	\$527
13 Years	\$976	\$1,024	\$1,054
18 Years	\$1,569	\$1,647	\$1,696
23 Years	\$2,162	\$2,270	\$2,338
Every 5 additional years	\$593	\$623	\$642

Longevity shall be calculated based on District service.

2. Part-time/hourly employees with eight (8) or more years of continuous service shall receive longevity payments above their scheduled salary and an additional longevity payment for every five (5) years of additional service with the District.

Effective	7/1/22	7/1/23	7/1/24
8 or more years	\$368	\$386	\$398
Every 5 additional years	\$158	\$166	\$171

Longevity shall be calculated based on District service.

Extra Runs

Extra runs shall be paid at the rate of \$15.00 per hour.

Effective July 1, 2022, the extra run rate shall increase to \$16.00 per hour.

Effective July 1, 2023, the extra run rate shall increase to \$17.00 per hour.

Effective July 1, 2024, the extra run rate shall increase to \$18.00 per hour.

Weekend and Recess Runs

Weekend and recess runs shall be paid at the driver's regular hourly rate.

C. Welfare Benefits

1. Deductions shall be made from the salary of any employee of the bargaining unit who is insured under any CSEA 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 of 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 Assistant Superintendent for Business). The employee shall bear the full cost of insurance coverage obtained in this manner. The face amount of coverage of any policy issued under such a group plan, or plans, shall not exceed the sum equal to one-half of the insured employee's current annual salary. 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 of the bargaining unit who desires to participate in a plan for the purchase of an annuity. Such employee shall enter into a written agreement with the Board of Education of the District for the reduction of his annual salary as 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 Assistant Superintendent for Business). The employee shall bear the full cost of the annuity purchased in this manner.

With respect to tax sheltered annuities, the District will not enter into more than one agreement per calendar year, nor allow an employee to modify more than once per calendar year, the amount of the salary reduction under the annuity contract.

3. Health Insurance

- a. The District's base plan shall be the DEHIC Alternate PPO. All employee health insurance contributions shall be processed through a Section 125 Plan.

All eligible employees shall contribute 10% toward the cost of health insurance premiums. Effective July 1, 2023, eligible employees shall contribute 12% toward the cost of health insurance premiums.

Eligible employees hired on or after September 22, 2022 of this Agreement shall only be offered the EPO 20 as a plan option.

- b. For part-time employees who qualify for participation in the New York State Health Insurance Program, the District will provide the same coverage as for full-time employees.
- c. Employees shall not be eligible for health insurance coverage with the District until they have completed 90 calendar days of continuous service.
- d. Retired unit members shall continue to receive the level of benefits, including Medicare reimbursements which they were entitled to while the District participated in the New York State Health Insurance plan.

The following shall apply to unit members who retire on or after September 22, 2022 of this Agreement:

In order for a unit member to be eligible for health insurance in retirement, he or she must complete ten (10) years of continuous full-time service (or if a part-time bus driver, ten (10) years of continuous part-time service as a bus driver) with the District and retire from the District in accordance with the requirements of NYSLRS.

For a unit member who has completed ten (10) years of continuous service as set forth above, and for whom participation in NYSLRS is optional, and who has chosen not to enroll in NYSLRS, such unit member will qualify for retiree health insurance if he or she would otherwise meet the requirements of NYSLRS if he or she had been a member at the time of his or her retirement.

Notwithstanding the above, in the event a unit member has completed five (5) years of continuous full time service (or if a part-time bus driver five (5) years of continuous part time service as a bus driver), and is approved for a disability retirement by NYSLRS, he/she shall be entitled to health insurance in retirement.

Eligible unit members shall contribute the same percentage toward health insurance premiums that they contributed in their last year of active employment. Unit members (and their spouse) shall be eligible for Medicare Part B reimbursement.

e. Health Insurance Buy-Out Option

Unit members who are otherwise health insured may voluntarily opt out of the District's Health Insurance and receive a payment in the amount of \$2,500. The employee must give written notice of opting at the dates specified below and must also produce proof of other health insurance at the time of making application for the buyout.

Notice shall be given 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, upon at least three (3) months' notice prior to returning to the plan, 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 Business 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 period 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.

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.

4. Retirement Plan

The District shall participate in:

- a. The non-contributory, 20 year career plan, as provided in Section 75-i of the Retirement and Social Security Law.
- b. Section 60-b (guaranteed minimum death benefit).
- c. Section 41-J (unused sick leave as additional service credit upon retirement) shall be provided.

5. Dental Insurance

- a. The District shall pay the full cost of the premiums for each full-time employee who participates in the CSEA EBF Dental Plan (individual or family) (Horizon).
- b. Employees participating in or covered by any other dental insurance plan shall not be entitled to participate in the District dental insurance program.
- c. All part-time unit members may enroll (for themselves and their dependents) at their sole expense, in the CSEA EBF Dental Plan. The employee shall pay for the cost of such coverage through a payroll deduction.

6. Eye Care/Eyeglasses

Should the District provide an insurance plan for eye care and/or eyeglasses to another employee bargaining unit, negotiations shall automatically reopen regarding said issue with this bargaining unit.

D. Step Advancement

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.

E. Article 19A Trainer

Any unit member assigned to serve as bus driver trainer shall receive an annual stipend of \$3,000 (pro-rated for service less than a full year).

The schedule for training shall be developed collaboratively by the Director of Transportation or his/her designee, and the trainers, with the intent that the trainings to be equitably divided amongst the trainers to the extent practicable.

Any unit members assigned to serve as an Article 19A Certified Examiner shall receive an annual stipend of \$4,000 (pro-rated for service less than a full year). In the event the Article 19A Certified Examiner is also certified as a bus driver trainer, they shall only be eligible for one stipend.

The District shall have the sole discretion to determine how many unit members, if any, are assigned to these stipends. In addition, the District shall have the discretion to assign work associated with these stipends during the unit members' regular work day.

F. Relief Driver

The position of Relief Driver shall be a full time ten (10) month bus driver position. The primary purpose of this position is to substitute for drivers or monitors who are absent and cover local sports and field trips. Any Relief Driver shall be placed at Step 1 of the salary schedule for a full time ten (10) month bus driver. The Relief Driver shall be entitled to an annual salary differential of \$425.00. That amount shall be pro-rated in the event the employee does not work the full year.

ARTICLE IV - WORKING CONDITIONS - CREATE AND POST NEW JOB DESCRIPTIONS

A. The Work Week. The work week shall be Monday through Friday. For unit members not covered by Appendix "A", the individual work schedules shall conform within the parameters of those previously established; provided, however, that employees hired to jobs in the unit, or who voluntarily accept a position in a new job classification in the unit after June 1, 1987, may be scheduled in accordance with the Employer's needs. The posting of open positions shall reference the initial schedule of work hours. The provision set forth above shall not apply in the case of a lateral transfer within a job classification.

1. Twelve (12) month full-time salaried employees are contracted by salary. They work the regular calendar and receive vacation, holidays and all full-time benefits. The basic work week shall consist of five (5) consecutive eight (8) hour days for full-time employees, Monday through Friday, exclusive of a one-half hour meal period.
2. Ten (10) month full-time and part-time salaried employees are contracted by salary. They work on school days only; receive sick benefits and personal leave. The basic work week shall consist of five (5) consecutive eight (8) hour days for full-time employees, Monday through Friday, exclusive of a one-half hour meal period. They work 185 days a year.
3. Ten (10) month hourly employees are paid only for the hours they work, excluding meal periods, on school days only. They are entitled to three (3) sick leave days per year. They are entitled to one (1) personal day per year. They work 185 days a year.
4. Full-time bus drivers may be required to work up to eight (8) hours per day and part-time bus drivers may be required to work up to five (5) hours per day; provided, however, in the event that part-time drivers' regularly scheduled runs exceed five (5) hours, such additional time shall be compensated for at the driver's normal hourly rate. All bus drivers will be credited with one-half hour per day towards the

number of hours in their work day for pre- and post-trip vehicle inspections, fueling, cleaning and reports. Such duties shall be required of all drivers each day. The employer will make accommodations for time in excess of one-half hour per day in those cases where the driver's run assignment leaves an insufficient amount of time to supplement the one-half hour period otherwise provided for in this paragraph. No full-time driver employed as of June 1, 1987 will suffer a reduction from full-time driver status during the length of this agreement.

B. Overtime Compensation

1. Overtime shall be paid to employees in the bargaining unit at the rate of one and one-half times the basic salary rate for all authorized hours worked in excess of forty (40) hours per week. For all authorized hours worked in excess of eight (8) hours per day, members of the bargaining unit shall be paid one and one-half times the basic hourly rate. In any instance where a member of the bargaining unit is required to work on a Saturday or a Sunday, by reason of the observance of a holiday falling on a previous working day in a given work week, he shall be compensated for all authorized hours worked on such extra day at the rate of one and one-half times his basic hourly rate. In the event a member of the bargaining unit is required to work on Thanksgiving, New Year's Day or Christmas Day, he will receive remuneration at double time rate plus holiday pay. If an employee is required to work on Easter Sunday, he will receive double his basic hourly rate.
2. Full-time ten (10) month drivers shall receive pay at the rate of time and one-half for driving on a school recess day or holiday other than drivers whose bid runs require conveying pupils to non-public schools, special education schools, etc., on such days. Ten (10) month part-time drivers shall receive straight time for driving on such days, unless their bid runs involve corresponding duties to those described above for full-time ten (10) month drivers, work beyond 185 days shall be paid for at the employee's normal hourly rate.

After having worked 185 days, a driver may decline to accept additional days of driving assignments.

C. Recall.

If an employee of the bargaining unit is scheduled to work overtime or, if an employee of the bargaining unit, prior to leaving the job, is requested to stay and work overtime, neither case shall be construed as recall. If an employee of the bargaining unit has completed his/her shift and has left the job, and the employee is called back to work, the employee shall be paid a minimum of three (3) hours at the applicable overtime rate.

D. Night Shift.

Full time unit employees whose regularly scheduled work day includes four (4) hours which occur after 5:00 P.M., but before 1:00 A.M., shall be paid a differential of \$240.00 per year.

Effective July 1, 2022, the shift differential shall increase to \$600.00 per year.

E. Holidays.

All twelve (12) month employees in the bargaining unit shall be entitled to fourteen (14) holidays off with pay during each year. Holidays shall be limited to days on which school is not in session according to the school calendar for that particular year.

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

Effective July 1, 2022, all twelve (12) month employees in the bargaining unit shall be entitled to paid holidays as set forth on the annual District holiday calendar.

Paychecks will be made available on the last day prior to the time off when the pay periods fall during a holiday.

F. Vacation

1. Twelve (12) month employees of the bargaining unit, who have completed one or more years of continuous service with the District, shall be entitled to two (2) weeks' vacation in each contract year.
2. Twelve (12) month employees who have completed five (5) or more years of continuous service shall be entitled to three (3) weeks' vacation with pay in the contract year, and twelve (12) month employees with ten (10) or more years of continuous service shall be entitled to four (4) weeks' vacation in the contract year. Additional vacation entitlement shall accrue effective July 1st following the anniversary date of employment.
3. Pay for each week of vacation shall be for five (5) days at the rate of eight (8) hours of straight time.
4. In the event that a holiday is observed on one of an employee's regularly scheduled basic workdays within his basic work week while he is on vacation, such employee

shall be entitled to an additional day off with pay, which day shall not be charged a vacation day for the holiday.

5. The normal vacation period shall be during the months of July and August, but employees may elect to take their vacations at any other time, with the permission of their supervisors. Vacations may not be accumulated from year to year, except to the extent of up to ten (10) vacation days.
6. Employees may request in writing that their vacation checks be issued on the last pay day preceding the employee's vacation period. Such requests must be in four (4) weeks prior to the beginning of the vacation.
7. A twelve (12) month employee hired between July 1st and September 30th shall be given ten (10) days' vacation with pay after the following July 1st. A twelve (12) month employee hired after September 30th shall be given one (1) day per month for vacation time with pay after the following July 1st.

G. Coffee Breaks.

Each employee working four (4) hours or more shall be entitled to one (1) ten (10) minute coffee break per day.

H. Jury Duty.

All members of the bargaining unit who are called to petit jury duty shall notify their immediate supervisor no later than the next working day following receipt of the notice. Employees should 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 requests. Employees who cannot obtain 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 will reimburse the District when jury duty fee is paid by the County (not to include travel allowance nor reimbursement of expenses.)

I. Snow Days

1. Twelve (12) month salaried employees' snow days shall be considered a regular workday as per Article IV(A) (I).
2. Ten (10) month employees' snow days shall be as per Article IV(A) (2) and (A) (3).

3. In the event that employees in the transportation department report to work and school is later called off on account of emergency weather conditions, full-time ten (10) month employees shall be entitled to four (4) hours of credit towards working a 185-day work year, and part-time (10) ten month employees shall be entitled to 2.5 hours of credit towards working a 185-day work year.
4. Part-time hourly employees and Cooks whose workday is reduced by snow or emergency conditions and who work on such days shall receive their normal day's pay for such work.
5. Cooks shall be paid for snow days based on their regularly scheduled workday.
6. All 12-month personnel who are required to report to work for purposes of snow-removal on days on which all schools and District offices are closed due to inclement weather shall receive straight time pay for all hours worked on such snow days, which shall be in addition to their regular salary.
7. Unit members who report to work on weekends for snow removal shall receive time and one half their basic hourly rate for all hours worked.

J. Tool Allowance.

The District shall reimburse members of the bargaining unit, who are employed as mechanics and maintenance men, for tools, furnished by the employee and required for his job, which are broken or worn out while in use in the course of employment. The maximum yearly reimbursement allowable to any employee under this provision shall be the sum of \$300.00 per year. The District may elect to fulfill its obligation under this subdivision by replacing tools in kind rather than by monetary payment. Consideration shall be given to the tool being replaced in regard to manufacture.

A portion of the tool allowance may be used to buy fire and theft insurance for employees required by the School District to use their personal tools for their work. The maximum insurance coverage for any individual shall be limited to \$2,000.00 per employee and the premium cannot exceed \$100.00 per employee in each of the years covered by this agreement.

Subject to prior supervisory approval, an employee may utilize a maximum of \$75.00 per year of this tool allowance to purchase tools required for his job which may be required due to a change in gauge or standards in the industry. Employees will be required to have their tools at work during those periods when an individual is working for the District.

Total tool allowance per individual, including reimbursement, insurance and tool purchase shall not exceed \$300.

K. Gas Allowance.

Employees required to use their automobiles for school business shall be reimbursed at the prevailing rate decided by the School Board. In order to receive reimbursement, an employee must receive prior approval from his supervisor subject to approval from the Assistant Superintendent for Business. A daily log of mileage records must be kept on forms provided by the business office. These forms must be submitted for reimbursement.

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 up to one (1) day per working month in any one year on account of personal sickness, personal injury or physical disability (i.e., ten (10) month employees, ten (10) days; twelve (12) month employees, twelve (12) days). Any employee absent due to pregnancy-related disability shall be permitted to use sick leave to cover said absence. Employees shall be permitted to use up to five (5) days of their annual sick leave allotment for the purpose of an illness of a parent, child, parent surrogate, spouse, sister, brother, grandparent or a dependent of the immediate household. Sick leave shall be earned on a month-by-month basis so that each employee has available to him only the amount of sick leave earned to date in that school year plus any sick leave accumulated from prior school years. 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 one hundred sixty five (165) working days. Any accumulation of unused sick leave heretofore granted by the Hyde Park School District shall be counted toward the accumulated leave herein provided. This provision shall not apply to ten (10) month hourly employees as defined in Article IV(A)(3).
3. A physician's certificate will not be routinely required for absences of three (3) days or less due to illness or injury. This in no way limits management's rights to require medical documentation for a specific absence in order to substantiate use of sick leave.
4. Sick Leave Bank

Effective through June 30, 2022:

- a. Each employee who has at least ten (10) days of accumulated personal sick leave who is willing to participate in a sick leave bank, shall submit to the

District a waiver of two (2) days of the employee's sick leave. Only employees who shall contribute to the bank shall be eligible to receive time from the bank.

- b. All employees who wish to participate in the bank and who are employed in the District on the effective date of this Contract, shall contribute two (2) days of sick leave within thirty (30) days. Employees hired or returning after the effective date of this contract who 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 their employment.
- c. The sick bank shall be administered by a committee of two (2) District and two (2) CSEA representatives who shall act upon withdrawals. Ties shall be broken by submission to final and binding arbitration before a panel member listed in Article VIII. Withdrawals from the bank shall be limited to employees who are involved in catastrophic, prolonged or disabling illnesses or accidents who have exhausted their sick leave time. Withdrawals from the sick bank shall further be limited to those employees who have utilized all personal leave accruals prior to being entitled to draw days from the sick bank. There shall be a ninety (90) day limit placed upon any employee's use of the sick leave bank on a per event basis.
- d. The sick bank shall be renewable once all days contributed have been exhausted, and in the same manner set forth in (b) above, except that the thirty (30) day period for the current employees shall commence with the date upon which the sick bank was exhausted.
- e. The District shall make a one-time contribution to the sick bank of 150 days.

Effective July 1, 2022, the following Sick Bank Language shall apply:

- a. Employees may join the sick leave bank in their second year of service. If the employee fails to join in his/her second year of service, he/she shall not have another opportunity to join until such time as the bank needs to be replenished. To join the bank, the employee shall submit to the District a waiver of two (2) days of the employee's sick leave. Only employees who shall contribute to the bank shall be eligible to receive time from the bank.
- b. The sick bank shall be administered by a committee of two (2) District and two (2) CSEA representatives who shall act upon withdrawals. The sick bank committee shall meet on a quarterly basis, and also when sick bank requests are made. Ties shall be broken by submission to final and binding arbitration before a panel member listed in Article VIII. Withdrawals from the bank

shall be limited to employees who are involved in catastrophic, prolonged or disabling illnesses or accidents who have exhausted their sick leave time. Withdrawals from the sick bank shall further be limited to those employees who have utilized all leave accruals (vacation, sick, and personal) prior to being entitled to draw days from the sick bank. There shall be a ninety (90) day limit placed upon any employee's use of the sick leave bank on a per event basis.

- d. The sick bank shall be renewable within thirty days after the bank falls below 10 days. To renew the bank, all employees who wish to participate in the bank moving forward shall contribute two (2) sick days to the bank. If the bank is re-opened under this paragraph, and an employee does not contribute two (2) sick days, he/she shall no longer be a member of the sick bank.
 - e. Unit members who separate from the District other than through retirement may donate any unused sick leave days to the sick bank.
 - f. The Union shall be responsible for the management of the sick bank, including but not limited to, notifying unit members of eligibility to join or rejoin the bank, and maintaining documentation of sick bank days and usage.
- 5. Records in accumulated sick leave time shall be kept in the manner prescribed in Section 3005-b of the Education Law.
 - 6. Attendance Bonus- The perfect attendance bonus shall be \$300 if no sick days are utilized; and \$200 if one sick day is utilized. The bonus shall be paid in the first check in July.
 - 7. Part-time/hourly employees who have completed their probation shall receive three (3) sick leave days annually. Sick leave is cumulative.

B. Personal Leave

- 1. Personal Leave shall normally constitute time off required for such reasons as personal business, family illness, and death in the family.
- 2. Effective July 1, 2022, unused personal leave days shall be carried over into the next year as unused sick leave.
- 3. Effective July 1, 2022, personal days shall be pro-rated for service of less than a full year.
- 4. Each employee in the bargaining unit shall be entitled to three (3) personal leave days during the school year, or, alternately, to aggregate equivalent off-duty time.

Additional days may be granted, by the approval of the Superintendent, in cases of emergency. This provision shall not apply to ten (10) month part-time employees as defined in Article IV(A)(3). Personal leave days may not be used to extend a holiday, vacation, summer or other school recess period. Personal leave days shall be pro-rated during the year of hire.

5. When personal leave time is requested, the employee shall notify his immediate supervisor in writing at least two (2) days in advance. The employee shall be notified immediately as to the disposition of his application.
6. Emergency leave may be granted on shorter notice at the discretion of an employee's supervisor subject to the approval of the Superintendent of Schools.
7. Personal leave time may not be accumulated from year to year.
8. Part-time/hourly employees shall receive one personal leave day per year.

C. Permanent Disability

1. The decision that an employee is permanently disabled shall be made, by the Board of Education, on the basis of the following, and may become effective only after one year's absence from work due to disability or illness.
 - a. The report of the employee's physician who has treated the employee within the last two (2) years.
 - b. The report of a physician or physicians designated by the Board of Education to examine the employee.
 - c. A report of the Superintendent of Schools.
2. The Board of Education shall have the right at anytime to request the re-examination of any employee who shall have been granted permanent disability status.
3. The Board of Education of the District shall continue to participate in the District's Health Insurance program for employees of the bargaining unit for a period of one (1) year after they have been placed upon permanent disability status and shall continue to pay the District's share of the costs for coverage provided there under during such one (1) year period.

D. Workers' Compensation

Any employee of the bargaining unit who shall receive salary benefits under the Workers' Compensation Law by reason of lost time due to injury sustained during the course of employment shall be obligated to reimburse the District for the amount of such salary benefits over the amount of sick leave pay received by the employee from the District during any absence occasioned by the same injury. When the salary benefit is received by the School District, sick leave shall be reinstated for each day the salary benefit is paid for on a day for day rather than a pro rata basis.

E. Convention Leave

There shall be allowed a total of six (6) days per contract year for employees elected or appointed 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. 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 District Superintendent at least ten (10) days prior to date for which a particular convention is scheduled.

F. Child Care Leave

1. An employee 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.

G. Bereavement Leave

There will be no deduction in pay, for absences up to five (5) consecutive days because of death of a member of the immediate family or spouse's immediate family. Immediate family shall include employee's spouse, children, parents, siblings, domestic partner, step-parent or a dependent of the immediate household. There will be no deduction in pay, for absences up to three (3) consecutive days because of death of a grandparent or grandchild. There will be no deduction in pay for absences up to one (1) day for the purpose of attendance at the funeral of an uncle or aunt. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

H. Leave Accruals

Effective upon the implementation of a new payroll system, pay stubs shall reflect an employee's balance of leave accruals.

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 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 of Education is without authority to act. A "class action" grievance brought on behalf of a group of employees shall be initially filed at the District Level (Step 2), but subject to the submission deadlines as set forth in the Immediate Supervisor level (paragraph "1", below).

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

C. Adjustment of Grievances

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

1. Immediate Supervisor Level

Any employee within the bargaining unit may submit his grievance in writing to his immediate supervisor within thirty (30) calendar days from the occurrence or thirty (30) calendar days from the date when the grievant(s) should have known of the occurrence giving rise to the grievance. If the employee chooses, he may submit his written complaint to his Union representative for filing with the supervisor. The employee 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 may appear with his Union representative, who may act on the employee's behalf, but where the employee is represented, he 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 five (5) school days after the decision of the immediate supervisor is received. This 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 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 representative, who may act on the employee's behalf, but where the employee is represented he must also be present. In the event that the employee acts on his own behalf without representation, the Union 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

If the grievance is not resolved at Step 2, the aggrieved employee, or 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 Stage 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 and copies of such decision shall be furnished to the aggrieved employee, the Union representative and the Superintendent of Schools.

D. Arbitration

If the grievance is not resolved in Step 3, the Union may demand to go to 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's decision is received by the employee and Union. 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 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.

In the arbitration proceedings, the District shall be represented by legal counsel. The employee shall be represented by CSEA, Inc.

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 of 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 of Board policy under the provisions of this agreement, under Board by-laws, or under 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement and under applicable law and rules and regulations

having the full force and effect of law, will be accepted as final by the parties to the dispute and both will abide by it.

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

ARTICLE VII - EMPLOYEE HEALTH CONCERNS

- A. On a scheduled date before the first day of the school year, and thereafter at the time of the annual physical examination, with a minimum of thirty (30) days' notice being given transportation department employees will be tested for drug and alcohol use. New transportation employees will be tested at the time of initial employment. Transportation employees will also be tested on a random basis. The District shall have the right to test all other employees for drug and/or alcohol use if there is a reasonable suspicion that the employee is impaired by drugs and/or alcohol during his/her shift.
- B. The District shall have the option of preferring disciplinary charges against any employee who fails a drug or alcohol test in accordance with the procedures set forth at Article VIII(F). Article VIII(F) is not applicable for employees who have not completed their probationary period. The Union agrees that the appropriate penalty for a bus driver required to hold a CDL, who tests positive for drugs or alcohol, shall be termination if the hearing officer or arbitrator determines it was a true positive test.
- C. The District agrees to use reputable laboratory facilities and to preserve the chain of evidence in the testing process. If the test result of a primary specimen is positive, the employee shall have the right to request that the split specimen be tested. The employee must make such request within 48 hours of being notified of the positive test result. If the split specimen is positive, the employee shall pay for the cost of the test. If the split specimen is negative, the employer shall pay for the cost of the test.
- D. All testing procedures shall be conducted at a central location, under medical supervision and results shall be held in confidence and not revealed to anyone other than the employee and the Business Administrator. The Association President shall also be notified upon the written request of the employee.
- E. The employee's personnel file will indicate the fact that drug or alcohol abuse was found and the rehabilitative efforts taken. Such reference shall be removed from the personnel file thirty-six (36) months after the first positive test results are received if no further positive tests occur in the intervening period.

- F. Any unit member who drives a school vehicle as part of his/her job shall be subject to random Drug and Alcohol testing. Testing shall be conducted in accordance with Federal Regulations for the testing of employees with CDL licenses. Refusal to submit to a test shall be tantamount to a positive test.

ARTICLE VIII - MISCELLANEOUS

- A. The District shall prepare and make available job descriptions for each position under the salary schedule of the bargaining unit.
- B. The District shall provide a seniority list of bus drivers, based on the date of permanent appointment by the Board of Education to be used in assignment of extra runs subject to the following limitations and conditions:
 - 1. Extra runs shall not be assigned to regular run drivers if the extra run conflicts with the regularly scheduled run of that driver.
 - 2. Extra runs shall not be assigned which require the payment of an overtime rate if the extra run can be assigned without incurring overtime.
 - 3. Extra runs shall be paid at the rate of \$15.00 per hour.
 - 4. Overtime eligibility will continue to be based on the number of hours paid and the overtime rate will be applicable after forty (40) paid hours.
 - 5. Lists shall be posted at least one (1) week in advance for each type of run scheduled. Eligible employees may sign any or all of the lists to signify their willingness to accept assignments. If, after so signing, an employee desires to refuse assignment to a particular trip, he shall notify the Supervisor of Transportation of his intention in that regard at least three (3) days in advance of the date scheduled for that trip. When an employee refuses a particular run, the next employee in order shall receive the assignment.
 - 6. Notwithstanding the foregoing procedure, the Supervisor of Transportation may, in the exercise of reasonable discretion, vary the order of priority of assignments in the following situations:
 - a. In an emergency, where adherence to listing priorities may be impossible or impracticable, and with the selecting of drivers in cases of emergency, the Supervisor of Transportation shall attempt to use full-time drivers, but he shall not be precluded from calling upon part-time drivers or hourly employees in the transportation division.

- b. In scheduling New York City runs, especially in instances where one bus only is to be used or where the run appears to present unusual difficulty, the Supervisor of Transportation shall not be bound by the listing procedure. Instead, he shall have discretionary authority to select drivers who, in his opinion, possess the greatest experience, skill and ability to carry out such assignments.
7. The decision to cancel buses or to assign special buses for sports events and practice, rests solely with the school administrator, charged with this responsibility. In no case should a coach overrule the administrator's decision.

C. Job Posting procedure

1. When a vacancy occurs in an area of the bargaining unit, or when a new position is created within the bargaining unit, the District administrative office shall post a notice on District bulletin boards for a period of five (5) working days, setting forth the classification, job duties and requirements, hours and days of work and salary. Employees desiring to be considered shall make written application to the administration office setting forth their qualifications. Employees who do not make application within the period of posting shall have no right to consideration for the job. Given equal qualifications for a new position, the employee with seniority would get the job. The Union shall be supplied with copies of the notices.

D. Temporary Assignment to Higher Grade

An employee may be assigned temporarily to perform the duties of a higher job classification for which he may be qualified. When so assigned for more than five (5) working days, he shall be paid at the salary rate for the higher classification, retroactively to the first day of such temporary assignment.

E. Union Officers and Delegates

Employees of the bargaining unit who serve as officers and delegates of the Hyde Park Central School District Union during the contract year shall, after reasonable notice to the Superintendent or his/her designee, be granted Union release time off, without pay deduction, during their regularly scheduled working hours to carry out official Union business on behalf of the Hyde Park Central School District Unit. However, individual Union officials may be denied permission to participate in such business during their regularly scheduled working hours, if, in the opinion of the Superintendent or his/her designee, their absence from work on a particular occasion would disrupt such District functions as pupil transportation, food service or maintenance of heating facilities. All reasonable efforts shall be made to conduct such meetings other than during working hours. Union release time shall not be available to officers and delegates of the CSEA to carry out State or Regional Union business.

F. Disciplinary Procedure

1. In lieu of the provisions of Section 75 of the Civil Service Law and for the benefit of permanent status labor and non-competitive class members, the disciplinary procedure for competitive class, permanent status non-competitive class and labor class members shall be as follows:
 - a. The District shall have the right to issue letters of reprimand, without convening a hearing, which shall be grievable up to the Board level of the grievance procedure. A unit member shall have the right to attach a response to a letter of reprimand. Such letter shall be removed from the employee's personnel file and given to the employee after three (3) years unless the same has been made the subject of charges within that period of time, or the same has been removed by the mutual agreement of the employee and the Superintendent of Schools or his/her designee, before such time.
 - b. For all discipline in excess of letter of reprimand, the District shall serve notice of charges in the same manner as provided for under Section 75 of the Civil Service law and disciplinary arbitration will be scheduled in accordance with the voluntary arbitration rules of the American Arbitration Association and Article VI D.
 - c. A unit member may be suspended without pay for up to thirty (30) calendar days during the pendency of a disciplinary arbitration.
 - d. The arbitrator shall be empowered to issue a disciplinary outcome, suspension without pay and benefits, fine or dismissal.
2. The cost of the arbitrator shall be borne equally by the parties.
3. New employees of the bargaining unit who are in the non-competitive or labor classes shall be appointed to their positions for a probationary period of twenty-six (26) weeks. Probationary employees shall have no seniority rights during this probationary period, and their employment may be terminated at any time in the sole discretion of the District Board of Education by majority vote of that body without necessity of a hearing or a statement of the grounds for dismissal. For the purposes of discipline pursuant to Article VIII, Section F, non-competitive class members and labor class members must complete at least twelve (12) months with the District before being eligible for such due process benefits.
4. Neither discharge during the probationary period nor denial of permanent appointment shall be subject to the grievance procedure prescribed in this contract.

G. Layoff/Recall

Where positions in the unit, whether competitive, non-competitive or labor class are abolished in whole or in part, incumbents with permanent status under law or by the terms of this agreement shall be laid-off on the basis of inverse order of District-wide seniority within the layoff unit.

1. Seniority

Seniority shall be calculated on the basis of the total normal hours of the position as assigned from the date of permanent appointment. That date refers to the employee's first appointment on a permanent basis in the classified service followed by continuous service in the classified service on a permanent basis up to the time of the abolition or reduction. An employee who has resigned and who has been reinstated or re-appointed within one (1) year thereafter shall, for the purpose of this Article and Section, be deemed to have continuous service. In the event that the appointment date is the same for two or more employees, the employee with the earlier birth date shall be deemed to have greater seniority.

2. Layoff Units

Upon abolition or reduction of positions, layoffs shall be made from among incumbents as defined above holding the same or lower positions in such unit.

UNIT I

- A. Head Automotive Mechanic
- B. Senior Automotive Mechanic
- C. Automotive Mechanic
- D. Automotive Mechanic's Helper

UNIT II

- A. Head Maintenance Mech.
- B. Senior Maintenance Mechanic
- C. Heating and Ventilating Mechanic*
- D. Heating and Ventilation Technician*
- E. Maintenance Mechanic
- F. Head Groundskeeper
- G. Maintenance Worker
- H. Groundskeeper
- I. Painter

UNIT III

- A. Head Custodian
- B. Custodian
- C. Senior Custodial Worker
- D. School Courier/Custodial Worker
- E. Custodial Worker

UNIT IV

- A. Cook Manager (Secondary)
- B. Cook Manager (Elementary)
- C. Baker and Cook
- D. Food Service Helper

UNIT V

- A. Head Bus Driver
- B. Bus Driver/Maintenance (12 Mo.)
- C. Bus Driver/Office Assistant (12 Mo.)
- D. Bus Driver/Cleaner (12 Mo.)
- E. Bus Driver (10 Mo.)
- F. Bus Driver (part-time)
- G. Bus Driver (hourly)

UNIT VI

- A. School Courier

* Competitive Position – Can't be bumped by Head Maintenance Mechanic

3. Displacement

- a. A permanent incumbent who was displaced from such position shall displace the incumbent with the least District-wide seniority who is serving in a lower position in the layoff unit in which the displacing incumbent last served on a permanent basis. No incumbent shall displace any other incumbent having greater District-wide seniority rights.
- b. Refusal of appointment to a position afforded herein, constitutes waiver of rights with respect to displacement regarding the refused appointment.
- c. All employees may retreat into another layoff unit in which the employee had permanent status and has greater District-wide seniority rights than employees within that unit.
- d. An employee may retreat into a position to which he/she was not formally appointed but the functions of which have in the past been performed as part of his/her job duties.
- e. Displacement and retreat rights shall not extend to positions higher in the layoff unit or which provides an increase in salary.
- f. There shall be separate seniority systems for layoff purposes for:
 - 1. Full-time
 - 2. Part-time
 - 3. Hourly
- g. Full-time employees may bump part-time and hourly employees. Part-time employees may bump hourly employees. There shall be no right in favor of

hourly employees to bump either part-time or full-time employees. There shall be no right for a part-time employee to bump a full-time employee.

4. Recall rights

Employees laid off in accordance with this Article shall have their names placed on a preferred list for filling vacancies for a period of four (4) years from the time of layoff to the position from which laid off or a lower position in the same layoff unit, or to a position in another layoff unit in which the employee has retreat rights.

H. Legal Service

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.

I. Uniforms

The District will annually provide, at its expense, uniforms for cafeteria employees, consisting of pants (five pairs), shirts (five), and a pair of slip resistant shoes.

The District will annually provide at its expense, uniforms for Maintenance Mechanics, Custodial Employees, and Groundskeepers, consisting of pants (five pairs), shirts (five), coveralls (one pair), and winter jacket (one).

The District will annually provide at its expense, uniforms for Bus Mechanics consisting of pants (five pairs), shirts (five), and winter jacket (one).

All employees whom uniforms are issued shall wear the complete uniform when on duty or carrying out the duties assigned to them. The uniforms shall be maintained in a neat and clean condition by the employee and changed when necessary to maintain a neat and clean appearance. The employer agrees to replace a uniform, or part thereof, when the same becomes unserviceable through normal wear and tear or when accidentally damaged in the course of employment so that it is no longer serviceable. Loss or damage to the uniform, other than normal wear and tear, will be paid for by the employee to whom the uniform is issued.

J. Contracting Out

There shall be no loss of employment by present permanent employees as of March 15, 1978, as a result of the District's exercise of its right to contract out for goods and/or services.

K. Smoke Free Environment

There shall be a ban on smoking in all buildings and premises of this School District, as well as in all vehicles owned and operated by the School District.

L. Reinstatement After Resignation

In the event a unit member voluntarily resigns from the District and is rehired by the District in the same position within one (1) year of his/her resignation, he/she shall be reinstated at the Step he/she was on at the time of resignation, and shall be credited with his/her prior years of service towards longevity. However, such a unit member be treated as a new employee for purposes of leave accruals.

M. Reimbursement

In the event a bus driver does not have their CDL permit upon hire with the District, the District shall reimburse the bus driver for the cost of obtaining their CDL permit after they have worked for the District for a period of one (1) year as a bus driver.

The District shall reimburse bus drivers for the cost of renewing their CDL license.

In order to receive reimbursement for a CDL permit or license renewal, the bus driver must submit a copy of the permit/license renewal receipt to the District.

ARTICLE IX - LABOR MANAGEMENT COMMITTEE

The parties agree to form a Labor/Management Committee to be comprised of three (3) members appointed by the Association and a CSEA staff representative (if determined necessary by the Union) and three (3) members appointed by the District and a District attorney (if determined necessary by the District). The Committee shall meet four (4) times each year and at such other times to deal with pressing matters. The parties shall agree to an agenda for each meeting at least five (5) days in advance of the meeting.

ARTICLE X - SERVICE FEE

- A. The CSEA shall notify the District of its yearly fee on or before September 15th.
- B. The District shall deduct such fee in twenty (20) equal amounts from the pay checks of all members of the bargaining unit and forward such amount to CSEA, 143 Washington Avenue, Albany, New York 12210.
- C. The Association assumes full responsibility for the disposition of such funds so deducted once they have been forwarded to it by the District.

ARTICLE XI - 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 XII - CONFORMITY TO LAW - SAVINGS 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 negotiation with the Union.
- 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. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

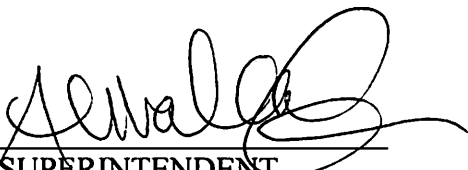
ARTICLE XIII - DURATION

The provisions of this agreement shall become effective as of July 1, 2021, and shall continue in full force and effect through June 30, 2025. Negotiations for a subsequent agreement will commence no later than February 4, 2025, upon written request of either party filed prior to that date. The 2021-2025 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.

THE DISTRICT

CSEA, INC.

By: 

SUPERINTENDENT
HYDE PARK SCHOOL DISTRICT

By: 

UNIT PRESIDENT
HYDE PARK SCHOOL DISTRICT

DATE: 5/19/23

DATE: 5/19/2023



LABOR RELATIONS SPECIALIST

DATE: 5/19/2023

ADDENDUM

Memorandum of Agreement – Solstice Dental and Vision Plans

MEMORANDUM OF AGREEMENT

By and between

The Hyde Park School District
(hereinafter referred to as "District")

And


The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the Hyde Park School District Unit #867-665700 (hereinafter referred to collectively as "the CSEA")

WHEREAS, the parties wish to amend the collective bargaining agreement to add the CSEA Employee Benefit Fund Solstice Dental and Solstice Vision Plan.

NOW, THEREFORE, IT BE AGREED the following:

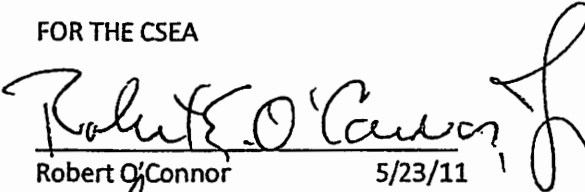
1. The Employer shall permit bargaining unit members [and their dependents] to enroll, at the sole expense of the members, in the Solstice Dental and/or Vision Plan(s) for the period beginning July 1, 2011. The cost of such coverage shall be paid by each enrolling member by means of an automatic charge to the member's designated bank account or credit card.
2. The above referenced language shall be codified in future collective bargaining agreements by and between the parties.
3. Upon ratification of this Memorandum of Agreement by the District, the CSEA Employee Benefit Fund Solstice Dental and/or Solstice Vision Plan shall take effect.

FOR THE DISTRICT




Wayne Kurlander 5/23/11
Management Signatory

FOR THE CSEA



Robert O'Connor 5/23/11
Labor Relations Specialist



Scott Rajczi 5/23/11
Unit President

APPENDIX A
TRANSPORTATION ROUTE ASSIGNMENTS

1. Categorized by full time, part time runs – runs in each category would be picked by seniority by the drivers in each category. Runs shall be defined as package of driving assignments the driver shall be expected to perform each day pursuant to practices of the Department.

The method of seniority that will be used for initial bidding of selecting bus runs in each category of bus driver (full time/part time) will be based on date of continuous appointment within the driver title including any continuous temporary service, based on date of hire as listed in the Board of Education minutes. This method of seniority shall apply solely to the initial bidding of bus run selection and shall not change, alter, modify any other forms of application(s) of seniority in accordance with the collectively negotiated agreement between the parties.

2. Exclude specialized runs such as handicapped runs. Except that during the school year, in the event a driver has been assigned to a newly created or vacant specialized run, said run shall be available to be chosen during the following August run pick. Once the specialized run has been chosen during the August run pick, the driver who selects the specialized run may submit a letter to the Supervisor of Transportation by each subsequent June 30th, requesting to retain said specialized run for the following school year, pending the approval of the Supervisor of Transportation. If a letter requesting to keep the specialized run is not submitted by June 30th of the preceding school year, the specialized run will be included in the next August run pick and the driver who selects the specialized run then has the same option to submit a letter to the Supervisor of Transportation by each subsequent June 30th, requesting to retain said specialized run for the following school year, pending the approval of the Supervisor of Transportation.
3. If budget passes as anticipated, runs would be ready by the fourth Monday in August.
4. Transportation Department would notify drivers of date and time to pick by seniority, by closing of school in June.
5. Once bus is assigned to its runs, any exchange of runs between drivers upon their request shall require that the drivers also exchange buses. No exchange of runs between drivers upon their request shall be considered during the first thirty (30) days of school.
6. An individual who cannot attend on the day and at the time when the driver is required to choose runs, to maintain selection preference, a designee authorized in writing may select on the driver's behalf at the time referenced above.
7. If any drivers have not chosen a run by the fourth Friday in August, the Supervisor of Transportation would assign the remaining runs.

8. In case of austerity, the Supervisor of Transportation would assign all runs because of the time element, taking into account, if applicable, the runs already chosen by drivers for the previous year.
9. The Supervisor of Transportation still retains the authority to make adjustments in assignments after the first two (2) weeks of school if he deems that the bus run has become a problem, and it is in the best interest of the School District to make a change. A change will not be made until the Supervisor has investigated the problem and discussed it with the driver. If necessary, another driver will be assigned to the run for a maximum of five (5) days. His findings will be reported to the Supervisor. During this period, the regular driver will be assigned to other driving related duties.
10. If a change in run assignment is deemed necessary, the Supervisor of Transportation will try to find volunteer to make the change. All drivers would be notified of the change required and a volunteer would be sought. If after three (3) days no volunteer is forthcoming, the lowest driver in seniority in each area would be required to take the run in question. (The next time a problem arises with a difficult run, the next lowest driver would be required to change and so forth.) If the problem reoccurs on the original run, the supervisor would then assign the driver that he thinks is best able to handle that run.
11. Add runs shall be assigned on a fair and equitable basis in each group with due consideration given to seniority.

**APPENDIX B
HYDE PARK CENTRAL SCHOOL DISTRICT
SUMMER WORK PROCEDURES**

1. Any driver interested in a summer assignment (see listing below) shall submit a letter of commitment to the Supervisor of Transportation prior to accepting any such assignment:
 - a) Driver
 - b) Monitor
 - c) Cleaning
 - d) Sr. Citizens

Said letter shall indicate that the individual is available to work during the specified period.

2. A driver, so committing, shall have the right to sign any list for summer work. However, once appointed to a position, that driver shall remain in that position, for the course of that summer.
3. Verification for absence (sick or personal) may be requested by the Supervisor, should discrepancy occur.
4. Should a driver fail to report to work and said absence is not verified, that driver shall forfeit that position for the balance of that summer and be ineligible to bid on summer work for the following summer.

APPENDIX C
SALARY SCHEDULES

CSEA SALARY SCHEDULE 2021-22					
0.0% increase					
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD AUTO MECHANIC	53,895	56,733	59,574	62,444	65,256
HEAD MAIN MECHANIC	53,895	56,733	59,574	62,444	65,256
SENIOR AUTO MECHANIC	51,228	54,073	56,696	59,753	62,587
SENIOR MAINTENANCE MECHANIC	51,228	54,073	56,696	59,753	62,587
HEAT/VENT MECHANIC	51,228	54,073	56,696	59,753	62,587
AUTO MECHANIC	47,821	51,403	54,248	57,089	59,925
MAINT. MECHANIC	47,821	51,403	54,248	57,089	59,925
HEAD BUS DRIVER/DISPATCHER	44,697	47,536	50,371	53,221	56,054
HEAD CUSTODIAN	42,459	44,864	47,713	50,554	53,393
SCHOOL COURIER	42,031	44,864	47,713	50,554	53,393
AUTO MECH. HELPER	42,031	44,864	47,713	50,554	53,393
MAINT. WORKER	41,833	44,377	46,913	49,453	52,004
CUSTODIAN	41,833	44,377	46,913	49,453	52,004
PAINTER	39,652	42,192	44,735	47,226	49,824
BUS DRIVER/CLEANER	39,652	42,192	44,735	47,226	49,824
SR. CUST. WORKER	38,183	40,728	43,279	45,820	48,365
COURIER/CUST. WORKER	38,183	40,728	43,279	45,820	48,365
GROUNDSKEEPER	37,472	40,020	42,553	45,098	47,651
CUSTODIAL WORKER	36,017	38,560	41,022	43,651	46,198
HEAT/VENT TECHNICIAN	47,821	51,402	54,245	57,089	59,925
OFFSET PRINTER	39,652	42,192	44,735	47,226	49,824
BUS DRIVER/OFFICE ASSISTANT	38,959	41,710	44,375	47,219	49,977
HEAD GROUNDSKEEPER	39,640	42,335	45,015	47,706	50,406
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BUS DRIVER FULL TIME	36,017	38,559	41,022	43,651	46,198
BUS DRIVER PART TIME	22,759	24,039	25,306	26,584	27,859
COOK MANAGER - SECONDARY	30,205	32,762	35,292	37,840	40,382
COOK MANAGER - ELEMENTARY	28,019	30,573	33,555	35,653	38,196
BAKER	23,307	25,531	27,759	30,106	32,214
COURIER - 5/6	35,087	37,450	39,822	42,187	44,556
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
COOK HOURLY	15.98	16.46	16.97	17.46	17.96
FOOD SERVICE HELPER	13.49	14.34	14.47	15.36	16.25
CUSTODIAL WORKER (12 month)	14.93	15.86	16.61	17.70	18.52
CUSTODIAL WORKER (10 month)	15.02	15.94	16.68	17.77	18.59
HOURLY SENIOR CUSTODIAL WORKER	18.36	19.58	20.81	22.03	23.26
HOURLY COURIER	16.85				
HOURLY BUS DRIVER	18.54				
HOURLY GROUNDSKEEPER	18.03	19.24	20.46	21.68	22.91

CSEA SALARY SCHEDULE 2022-23					
5.0% increase					
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD AUTO MECHANIC	56,590	59,570	62,553	65,566	68,519
HEAD MAIN MECHANIC	56,590	59,570	62,553	65,566	68,519
SENIOR AUTO MECHANIC	53,789	56,777	59,531	62,741	65,716
SENIOR MAINTENANCE MECHANIC	53,789	56,777	59,531	62,741	65,716
HEAT/VENT MECHANIC	53,789	56,777	59,531	62,741	65,716
AUTO MECHANIC	50,212	53,973	56,960	59,943	62,921
MAINT. MECHANIC	50,212	53,973	56,960	59,943	62,921
HEAD BUS DRIVER/DISPATCHER	46,932	49,913	52,890	55,882	58,857
HEAD CUSTODIAN	44,582	47,107	50,099	53,082	56,063
SCHOOL COURIER	44,133	47,107	50,099	53,082	56,063
AUTO MECH. HELPER	44,133	47,107	50,099	53,082	56,063
MAINT. WORKER	43,925	46,596	49,259	51,926	54,604
CUSTODIAN	43,925	46,596	49,259	51,926	54,604
PAINTER	41,635	44,302	46,972	49,587	52,315
BUS DRIVER/CLEANER	41,635	44,302	46,972	49,587	52,315
SR. CUST. WORKER	40,092	42,764	45,443	48,111	50,783
COURIER/CUST. WORKER	40,092	42,764	45,443	48,111	50,783
GROUNDSKEEPER	39,346	42,021	44,681	47,353	50,034
CUSTODIAL WORKER	37,818	40,488	43,073	45,834	48,508
HEAT/VENT TECHNICIAN	50,212	53,972	56,957	59,943	62,921
OFFSET PRINTER	41,635	44,302	46,972	49,587	52,315
BUS DRIVER/OFFICE ASSISTANT	40,907	43,796	46,594	49,580	52,476
HEAD GROUNDSKEEPER	41,622	44,452	47,266	50,091	52,926
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BUS DRIVER FULL TIME	37,818	40,487	43,073	45,834	48,508
BUS DRIVER PART TIME	23,897	25,241	26,571	27,913	29,252
COOK MANAGER - SECONDARY	31,715	34,400	37,057	39,732	42,401
COOK MANAGER - ELEMENTARY	29,420	32,102	35,233	37,436	40,106
BAKER	24,472	26,808	29,147	31,611	33,825
COURIER - 5/6	36,841	39,323	41,813	44,296	46,784
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
COOK HOURLY	16.78	17.29	17.82	18.33	18.86
FOOD SERVICE HELPER	14.17	15.06	15.20	16.12	17.06
CUSTODIAL WORKER (12 month)	15.68	16.65	17.44	18.58	19.44
CUSTODIAL WORKER (10 month)	15.77	16.73	17.52	18.66	19.52
HOURLY SENIOR CUSTODIAL WORKER	19.27	20.56	21.85	23.13	24.42
HOURLY COURIER	17.69				
HOURLY BUS DRIVER	19.47				
HOURLY GROUNDSKEEPER	18.93	20.20	21.49	22.76	24.06

CSEA SALARY SCHEDULE 2023-24

5.0% increase

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD AUTO MECHANIC	59,420	62,549	65,681	68,844	71,945
HEAD MAIN MECHANIC	59,420	62,549	65,681	68,844	71,945
SENIOR AUTO MECHANIC	56,478	59,616	62,508	65,878	69,002
SENIOR MAINTENANCE MECHANIC	56,478	59,616	62,508	65,878	69,002
HEAT/VENT MECHANIC	56,478	59,616	62,508	65,878	69,002
AUTO MECHANIC	52,723	56,672	59,808	62,940	66,067
MAINT. MECHANIC	52,723	56,672	59,808	62,940	66,067
HEAD BUS DRIVER/DISPATCHER	49,279	52,409	55,535	58,676	61,800
HEAD CUSTODIAN	46,811	49,462	52,604	55,736	58,866
SCHOOL COURIER	46,340	49,462	52,604	55,736	58,866
AUTO MECH. HELPER	46,340	49,462	52,604	55,736	58,866
MAINT. WORKER	46,121	48,926	51,722	54,522	57,334
CUSTODIAN	46,121	48,926	51,722	54,522	57,334
PAINTER	43,717	46,517	49,321	52,066	54,931
BUS DRIVER/CLEANER	43,717	46,517	49,321	52,066	54,931
SR. CUST. WORKER	42,097	44,902	47,715	50,517	53,322
COURIER/CUST. WORKER	42,097	44,902	47,715	50,517	53,322
GROUNDSKEEPER	41,313	44,122	46,915	49,721	52,536
CUSTODIAL WORKER	39,709	42,512	45,227	48,126	50,933
HEAT/VENT TECHNICIAN	52,723	56,671	59,805	62,940	66,067
OFFSET PRINTER	43,717	46,517	49,321	52,066	54,931
BUS DRIVER/OFFICE ASSISTANT	42,952	45,986	48,924	52,059	55,100
HEAD GROUNDSKEEPER	43,703	46,675	49,629	52,596	55,572
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BUS DRIVER FULL TIME	39,709	42,511	45,227	48,126	50,933
BUS DRIVER PART TIME	25,092	26,503	27,900	29,309	30,715
COOK MANAGER - SECONDARY	33,301	36,120	38,910	41,719	44,521
COOK MANAGER - ELEMENTARY	30,891	33,707	36,995	39,308	42,111
BAKER	25,696	28,148	30,604	33,192	35,516
COURIER - 5/6	38,683	41,289	43,904	46,511	49,123
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
COOK HOURLY	17.62	18.15	18.71	19.25	19.80
FOOD SERVICE HELPER	14.88	15.81	15.96	16.93	17.91
CUSTODIAL WORKER (12 month)	16.46	17.48	18.31	19.51	20.41
CUSTODIAL WORKER (10 month)	16.56	17.57	18.40	19.59	20.50
HOURLY SENIOR CUSTODIAL WORKER	20.23	21.59	22.94	24.29	25.64
HOURLY COURIER	18.57				
HOURLY BUS DRIVER	20.44				
HOURLY GROUNDSKEEPER	19.88	21.21	22.56	23.90	25.26

CSEA SALARY SCHEDULE 2024-25

3.0% increase

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD AUTO MECHANIC	61,203	64,425	67,651	70,909	74,103
HEAD MAIN MECHANIC	61,203	64,425	67,651	70,909	74,103
SENIOR AUTO MECHANIC	58,172	61,404	64,383	67,854	71,072
SENIOR MAINTENANCE MECHANIC	58,172	61,404	64,383	67,854	71,072
HEAT/VENT MECHANIC	58,172	61,404	64,383	67,854	71,072
AUTO MECHANIC	54,305	58,372	61,602	64,828	68,049
MAINT. MECHANIC	54,305	58,372	61,602	64,828	68,049
HEAD BUS DRIVER/DISPATCHER	50,757	53,981	57,201	60,436	63,654
HEAD CUSTODIAN	48,215	50,946	54,182	57,408	60,632
SCHOOL COURIER	47,730	50,946	54,182	57,408	60,632
AUTO MECH. HELPER	47,730	50,946	54,182	57,408	60,632
MAINT. WORKER	47,505	50,394	53,274	56,158	59,054
CUSTODIAN	47,505	50,394	53,274	56,158	59,054
PAINTER	45,029	47,913	50,801	53,628	56,579
BUS DRIVER/CLEANER	45,029	47,913	50,801	53,628	56,579
SR. CUST. WORKER	43,360	46,249	49,146	52,033	54,922
COURIER/CUST. WORKER	43,360	46,249	49,146	52,033	54,922
GROUNDSKEEPER	42,552	45,446	48,322	51,213	54,112
CUSTODIAL WORKER	40,900	43,787	46,584	49,570	52,461
HEAT/VENT TECHNICIAN	54,305	58,371	61,599	64,828	68,049
OFFSET PRINTER	45,029	47,913	50,801	53,628	56,579
BUS DRIVER/OFFICE ASSISTANT	44,241	47,366	50,392	53,621	56,753
HEAD GROUNDSKEEPER	45,014	48,075	51,118	54,174	57,239
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BUS DRIVER FULL TIME	40,900	43,786	46,584	49,570	52,461
BUS DRIVER PART TIME	25,845	27,298	28,737	30,188	31,636
COOK MANAGER - SECONDARY	34,300	37,204	40,077	42,971	45,857
COOK MANAGER - ELEMENTARY	31,818	34,718	38,105	40,487	43,374
BAKER	26,467	28,992	31,522	34,188	36,581
COURIER - 5/6	39,843	42,528	45,221	47,906	50,597
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
COOK HOURLY	18.15	18.69	19.27	19.83	20.39
FOOD SERVICE HELPER	15.33	16.28	16.44	17.44	18.45
CUSTODIAL WORKER (12 month)	16.95	18.00	18.86	20.10	21.02
CUSTODIAL WORKER (10 month)	17.06	18.10	18.95	20.18	21.12
HOURLY SENIOR CUSTODIAL WORKER	20.84	22.24	23.63	25.02	26.41
HOURLY COURIER	19.13				
HOURLY BUS DRIVER	21.05				
HOURLY GROUNDSKEEPER	20.48	21.85	23.24	24.62	26.02

