

AGREEMENT

by and between

BEDFORD CENTRAL SCHOOL DISTRICT

and the

BEDFORD SCHOOL UNIT  
WESTCHESTER LOCAL 860  
of the Civil Service Employees Association  
CSEA, Local 1000, American Federation of  
State, County & Municipal Employees, AFL-CIO

July 1, 2017 - June 30, 2021

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## PREAMBLE

This Agreement is entered into effective the first day of July 2017, by and between the Board of Education of the Bedford Central School District, Bedford, New York, hereinafter called the "Board", and the Civil Service Employees Association, Inc., AFSCME/AFL-CIO, (Local 860, Westchester County and the Bedford Central School Unit #9243).

## WITNESSETH:

Whereas, the parties have, pursuant to Article Fourteen of the Civil Service Law, negotiated with respect to wages, hours, and other terms and conditions of employment, and have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

### Article 1 - Recognition of Association

The board hereby recognizes the Civil Service Employees Association, Inc., AFSCME/AFL-CIO (Local 860, Westchester County and the Bedford Central School Unit #9243) as the sole negotiating representative for all members of the non-instructional staff of Bedford Central School District who work twenty (20) hours or more per week, including, but not limited to, custodial and grounds staff, transportation department employees, office personnel, teacher aides, instructional assistants, and/or any of the other job classifications set forth in Article 5.1, but excluding the Treasurer, the District Clerk, the Director of Buildings and Grounds, the Assistant Director of Buildings and Grounds, the Director of Transportation, the Television Production Specialist, the Database Manager, the Secretary to the Superintendent, the Secretary to the Assistant Superintendent for Business (confidential), the Personnel Assistant to the Assistant Superintendent for Human Resources (confidential), the Secretary to the Assistant Superintendent for Human Resources (confidential) and all other administrators of non-instructional personnel as the Board of Education may from time to time employ.

### Article 2 - Association Rights

#### 2.1 Meetings: Use of Facilities

The Association shall have the right to use appropriate areas in school buildings for meetings after normal working hours. The use of appropriate areas shall be arranged with the building principal in advance and shall be subject to prior reservation of the facilities. All requests for building use shall conform to the Board's rules and regulations provided, however, that there shall be no cost to the Association for such use.

## 2.2 Leave to Attend Organization Meetings

The president or designated officials of the Association may request and shall be granted leave to attend seminars and/or Civil Service Employees Association Conferences. Such leave shall not exceed a total of four (4) days per year and shall be without loss of pay or charge to sick or personal leave.

## 2.3 President's Release Time

Before beginning the school year, the Superintendent, the Association President and the Principal of the school in which the President works will meet to seek joint agreement on release time for the President of the Association and/or a vice-president to act on his/her behalf.

## 2.4 Dues Deduction

The Board agrees to deduct from the salaries of the staff members governed by this contract dues for the Civil Service Employees Association Inc., as said non-instructional staff members individually and voluntarily authorize the Board to so deduct, and to transmit the monies to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York.

All authorizations shall be in writing on the Civil Service Employees Association, Inc. card headed: "PAYROLL DEDUCTION AUTHORITY FOR CSEA MEMBERSHIP" The amount of such deduction shall be governed by Civil Service Employees Association, Inc. rules and regulations.

## 2.5 Bulletin Boards

The Association shall have the right to post notices and communications on bulletin boards designated for this purpose by the administration of each building in the district.

## 2.6 Visiting Rights

The president of the Westchester Chapter of the CSEA or his designated agent shall have the right to visit the facilities of the district for the purpose of adjusting grievances and administering terms of the Agreement.

## 2.7 New Employees

All new employees are to be made immediately known to the president of the CSEA (local unit). Such notice shall include name, salary, and Civil Service status. It shall be the responsibility of the CSEA to provide a membership packet to each new employee

concerning membership in the CSEA including a copy of the contract between the Board and the Association.

### Article 3 - Management Rights Clause

The Union recognizes that management of the School District, the control of its properties and maintenance of order and efficiency are solely the responsibility of the Board. The Union further recognizes that the Board, among other things, shall have the right from time to time to make such rules and regulations as it deems necessary, provided such rules shall not be inconsistent with the express provisions of this Agreement.

### Article 4 - Negotiation Procedures

#### 4.1 Commencement Date

The Board and the Association shall enter into good faith negotiations over a successor Agreement for the following school year no later than February 15, 2021.

#### 4.2 Exchange of Positions

During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall, within reason, make available records, data and information in its possession which may be pertinent to a topic under negotiation.

#### 4.3 Tentative Agreements

All tentative agreements made at the negotiating table will be initialed by the chief spokesman of both parties at the meeting following said agreement on that item as the first order of business for that meeting.

#### 4.4 Impasse

An impasse in negotiations shall occur if the parties concur that they are at an impasse. If such occurs, either party may request the services of the Public Employees Relations Board to assist the parties to reach an agreement. Such mediation and fact-finding shall be governed by the provisions of Section 209 of the Civil Service Law. The conclusions and recommendations of the Public Employment Relations Board shall be advisory only and shall not be binding on either the Association or the Board.

## Article 5 - Organization of the Staff

### 5.1 Job Classifications

The present job classifications represented by the Association are as follows:

1. Clerical
  - a. office assistant (automated systems)
  - b. secretary
  - c. account clerk
  - d. benefits coordinator
  - e. clerk/school monitor
  - f. clerk/school monitor (Spanish speaking)
  - g. senior office assistant (automated systems)
  - h. senior office assistant (automated systems – Spanish speaking)
  - i. payroll clerk
  - j. secretary to school principal
  - k. secretary to school official
  - l. senior account clerk
  - m. personnel assistant
  - n. database specialist
  - o. purchasing agent
  - p. senior bookkeeper
  - q. senior payroll clerk
  
2. Aides
  - a. teacher aide
  - b. teacher aide (1-1)
  - c. bilingual teacher aide
  - d. job coach
  - e. community aide—Spanish-speaking
  
3. Assistants
  - a. instructional assistant
  - b. bilingual instructional assistant
  - c. lab assistant
  
4. Custodial
  - a. custodial worker
  - b. head custodial worker
  - c. maintenance mechanic
  - d. maintenance foreman (buildings)
  - e. maintenance foreman (grounds)
  - f. grounds mechanic

5. Technology
  - a. computer aide
  - b. technical assistant
  - c. junior network specialist
  - d. network specialist
  - e. theatre technical assistant
  - f. television assistant
  - g. research assistant
  - h. network administrator
  
6. Transportation
  - a. dispatcher
  - b. routing supervisor
  
7. Safety Monitor

## 5.2 Appointment

The Board of Education will comply with Civil Service Regulations in its employment practices.

## 5.3 Posting of Positions

Employee requests for change of employment status shall be kept on file in the personnel office. Copies of these requests shall also be filed with CSEA. These requests shall be renewed annually by the employee, and shall be reviewed annually by the district.

When a position becomes available, employees who have indicated an interest in the position shall be informed by the personnel office and may formally apply. Vacancies shall also be posted five (5) working days or more prior to filling the position during the school year and seven (7) working days or more prior to filling the position during the summer. Employees who desire to apply for such vacancies shall submit their applications in writing to the personnel office within the time limits specified in the notice. Qualified employee applicants shall be provided an interview for such positions, along with other applicants. All appointments to vacancies and/or promotional positions shall be based upon qualifications, experience, performance, and attendance, and subject to Civil Service rules and regulations. In the event that all applicants are in-house candidates and all of the above factors are equal, as determined in the sole discretion of the Superintendent of Schools or his/her designee, then seniority will be the determining factor. In the event that an outside candidate applies for a particular position and is being considered along with an in-house candidate or candidates, seniority shall be one of the factors for consideration as opposed to the tiebreaker. In the event that an outside candidate is being considered along with an in-house candidate and the above factors are deemed to be equal in the sole discretion of the Superintendent of Schools or his/her designee, then the in-house candidate shall be appointed to the position.

Any employee who desires a transfer to another building in the same job title may give notice to the District in writing. If the request is denied, the District shall so advise the CSEA Unit President in writing, with the reasons for the denial.

5.4 Initial Placement on Salary

In determining initial placement on the salary schedule at full step, the administration shall be guided by the training and experience of the individual, subject to the following limitations:

<u>Classification</u>	<u>New Employees Shall Not Be Hired Above Step</u>
Office Assistant (Automated Systems)	3
Clerk/School Monitor	3
Sr. Office Assistant (Automated Systems)	4
All Assistant Titles*	4
All Technology Titles*	4
All Aide Titles*	4
Job Coach	4
Account Clerk	5
Sr. Account Clerk	5
Benefits Coordinator	5
Payroll Clerk	5
All Secretary Titles	5
Database Specialist	5
Purchasing Agent	5
Senior Bookkeeper	5

\*Refers to job classification titles in Article 5.1

5.5 Any employee whose job is reclassified by the Westchester County Civil Service office shall be compensated pursuant to the certified title within the salary structure contained herein.

5.6 Whenever it becomes necessary to create new titles of classifications within the District, applicable to this unit, salaries and grades for such title or classification shall be discussed with the proper CSEA representative before such title or classification receives final board approval.

5.7 The Association and the District shall establish a committee to formulate and implement a job evaluation process.



- 5.8 All employees covered by this Agreement who have more than one year of service shall be evaluated annually in writing. All annual evaluations shall be completed by May 15 each year.

#### Article 6 - Personal Illness

- 6.1 Eligible twelve (12) month employees shall be granted fourteen (14) days each school year for personal illness. Eligible ten (10) month employees shall be granted twelve (12) days each school year for personal illness.
- 6.2 It is the employee's responsibility under this policy to give reasonable advance notice of his/her absence to his/her building principal or other immediate supervisor.
- 6.3 All eligible employees shall be permitted to accumulate unused personal illness days up to a maximum of 180 days. The parties acknowledge that eligible employees who have reached the maximum allotment of 180 accumulated personal illness days on June 30<sup>th</sup> of a particular year shall be granted an additional 14 (12 month employees) or 12 (10 month employees) personal illness days the following July 1<sup>st</sup>. Said additional days may only be used during the school year in which they are granted and any unused days that remain at the conclusion of the school year (over and above the maximum accumulation of 180 personal illness days) shall be lost.
- 6.4 In the event of absence beyond five (5) consecutive working days, the employee shall submit a doctor's certificate to the personnel office showing his or her fitness to return to work.
- 6.5 In the event an employee establishes a pattern of absence indicative of the abusive utilization of sick leave, the District shall issue a Notice of Warning which may require the verification of each subsequent illness with a letter from a qualified physician for a period of six months.
- 6.6 A Sick Leave Bank has been established between the Union and the District. Employees electing to participate in the Sick Leave Bank shall contribute one (1) personal illness day, which the District will match. Employees will be asked when they are hired if they wish to participate. All CSEA Union and Agency Shop members will be eligible to participate. Employees electing not to contribute a sick day will not receive time from the Sick Leave Bank.

A committee comprised of three (3) members appointed by the District and three (3) employees appointed by the CSEA Unit shall administer the Bank and shall act upon requests for withdrawals. Withdrawals from the Bank shall be limited to eligible employees who are involved in a catastrophic, prolonged, non-work related illness or accident, and who have exhausted their sick leave. No employee may withdraw more than thirty (30) days at any one time. The maximum benefit available per year to ten-

month employees shall be a total of sixty (60) days. The maximum benefit available per year to twelve-month employees shall be a total of ninety (90) days.

An employee must be employed for one (1) year to be eligible to withdraw days. All of an employee's personal illness, family illness, personal business and vacation days must be exhausted before requesting time from the bank. All requests must be made in writing and supported by a medical certificate. The employee's letter should state the number of additional leave days he or she is requesting, explain the reason for not having any personal sick leave time remaining and give an estimated date of return to work.

- 6.7 At the discretion of the Board of Education, upon recommendation of the superintendent of schools, an employee may be granted sick leave above and beyond that to which he or she is entitled.

#### Article 7 - Death or Illness in Family

- 7.1 For the purpose of attending to problems arising from death or illness in the family, the employee is credited with five (5) days each year accumulating to a limit of fifteen (15) days. Time lost for death or illness in the family is deducted from the accumulated number of days. It is the employee's responsibility under this policy to give reasonable advance notice to his/her building principal or other immediate supervisor.
- 7.2 Five (5) days are added to the total remaining days at the end of each school year until fifteen (15) days are reached. Thereafter, five (5) days are to be added to the unused days at the beginning of each school year, but the accumulated total cannot exceed fifteen (15) days. Upon request the Superintendent may waive this limit in the event that unusual circumstances exist.
- 7.3 A request for absence under this article may be made directly to the Superintendent in unusual circumstances not involving family death or illness.

#### Article 8 - Personal Business

- 8.1 Each employee shall be granted three (3) days per year for personal business. Said days may only be utilized for the reasons set forth in Article 8.2. The use of such days is subject to the prior approval of the building principal or superintendent. Employees who have completed three (3) consecutive years of employment with the District shall be permitted to carry over one (1) unused personal day each year for a maximum accumulation of four (4) personal business days.

Personal business days that are not used shall be added to the employee's accumulated sick leave.

8.2 The policy governing absence due to personal reasons is intended to provide for absences due to urgent personal business that cannot be attended to outside of working hours. These are:

- a. Transactions involving legal matters such as deeds, mortgages, property transfers.
- b. Such special religious activities occurring within the immediate family such as confirmations, first communions and weddings.
- c. Graduations of members within the immediate family.
- d. Accompanying members of the family to colleges or universities for the purpose of visitation or enrollment.
- e. To transport college students to or from college, or for attendance at college functions other than graduation.
- f. For the purpose of attending an employment interview or civil service exam.
- g. Religious observance.
- h. Marriage, attendance at funerals of persons not included in Article 7 of this contract, attendance at ceremonies, personal or family educational needs.
- i. Other unusual circumstances beyond personal control.

Building principals have been delegated the authority to approve requests referenced above except for "h". The Superintendent must approve any requests under Item "h".

The forms used for requesting personal leave shall enable the employee to identify with specificity the reason for taking the day.

8.3 Unpaid Leaves of Absence: Employees with one (1) or more years of service shall be permitted to request an unpaid leave of absence for up to three (3) months. Approval of all requests shall be at the sole discretion of the Board of Education and the Board's decision shall not be subject to the grievance procedure.

## Article 9 - Jury Duty

9.1 Subject to the requirements of law, employees shall be required to adjourn jury duty to a time when school is not in session. All requests for absence due to jury duty shall be subject to the approval of the employee's immediate supervisor and the Building Principal, where applicable; or when appropriate, the Assistant Superintendent for Business.

## Article 10 - Adjustments to Leave Day Accruals

Employees who have been absent from work on unpaid leave or on sick bank leave will have their paid leave time for the following school year reduced by the percentage of the school year that they have been absent on such leave, rounded to the nearest half-day. Example: If a 12-month employee with five years of service receives sick bank benefits

for 10% of a school year, and is on unpaid leave for an additional 40% of that same school year, then the following school year he shall be granted 7 personal illness days instead of 14, 2.5 family illness days instead of 5, 1.5 personal business days instead of 3, and 7.5 days of vacation instead of 15.

## Article 11 - Labor Management Committee

### Labor Management Meetings

The purpose of this Article shall be to provide a forum to discuss and attempt to resolve matters of mutual concern. Matters resolved pursuant to this Article shall be placed in writing in the form of memoranda or correspondence between the parties, and executed by same.

Representatives of the Bedford School District shall meet with CSEA representatives at mutually agreed upon times to discuss matters of mutual concern. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

A department head or designated representative shall meet with CSEA representatives quarterly for the purpose of discussing and attempting to resolve matters of mutual concern, including matters concerning implementation and administration of this Agreement which are school or district-wide in nature. Written agenda shall be exchanged by the parties no less than five (5) days before the scheduled date of the meeting. At the time of the meeting additional matters for discussion may be placed on the agenda by mutual agreement. Nothing contained herein shall prevent a School or District head, or designated representative, and CSEA representatives from meeting more frequently or less frequently than provided herein upon mutual agreement. The results of a labor/management meeting held pursuant to this Article shall not contravene any term or provision of this Agreement or exceed the authority of the management at the level at which the meeting occurs. It is recommended that understandings that result in a local agreement should include a date by which the local agreement is to sunset.

Representatives of the District and Regional/Statewide CSEA shall provide assistance to facilitate resolution of matters which are subject of discussion in local labor management meetings held under this Article and which remain unresolved.

## Article 12 - Disability Due to Maternity

- 12.1 Disabilities resulting from or contributed to by pregnancy and/or childbirth as well as the recovery therefrom shall be treated as any other disability with regard to the terms and conditions of employment contained in this agreement.

### Article 13 - Snow Days and Storm-Related Closings

- 13.1 Clerical employees, teacher aides, instructional assistants, safety monitors, technology department members and lab assistants will not be required to report to work on days when school has been closed due to snow and/or storm-related conditions.
- 13.2 Custodial employees required to report for snow removal on a snow day will receive, in addition to their regular salary, an additional vacation day for each full snow day worked. A snow day is a regular school day in which a snowfall caused the cancellation of classes for the entire day. When a partial snow day is worked, a partial vacation day may be given.
- 13.3 In case of a delayed opening, the employees noted in 13.1 are expected to report to work on the delayed schedule. If schools are required to close early due to emergency conditions, the positions noted in 13.1 will be dismissed one-half hour after student dismissal in that particular building. Custodial schedules will be established by the building head custodian.

### Article 14 - Half-Day, District-Wide Dismissal

- 14.1 On school days before holidays when a half-day, district-wide dismissal has been granted to students and teaching personnel, ten-month employees will be dismissed at noon or one-half hour after student dismissal, whichever is later. They will be compensated for a full work day. Twelve-month clerical personnel will be on summer hours.

### Article 15 - Holidays

- 15.1 Twelve-month employees are entitled to fifteen (15) holidays. The following holidays must be taken:

- |                           |                                 |
|---------------------------|---------------------------------|
| 1. July 4                 | 8. Christmas                    |
| 2. Labor Day              | 9. New Year's Eve               |
| 3. Columbus Day           | 10. New Year's Day              |
| 4. Veterans Day           | 11. Good Friday                 |
| 5. Thanksgiving Day       | 12. Memorial Day                |
| 6. Day after Thanksgiving | 13. Martin Luther King, Jr. Day |
| 7. Christmas Eve          | 14. Presidents Day              |

It is understood that this will leave one unscheduled day which is to be decided upon by the committee referred to in Article 15.2.

- 15.2 A Contract Holiday Committee composed of representatives of the union and the district will convene after the adoption of the official school calendar to determine the actual days off the contract holidays will be celebrated.
- 15.3 If any holiday is lost to employees by the school calendar or by reason of falling on a weekend, it will be made up at a time mutually agreed upon by the school district and the CSEA.
- 15.4 Election Day will be an additional holiday only if it is a school holiday.
- 15.5 In years when Yom Kippur falls on a non-holiday weekday, 12-month employees will have that day off from work with no reduction in pay. This day is not subject to Article 15.3.

#### Article 16 – Vacations

- 16.1 The following vacations apply to full-time twelve-month personnel:
  - a. An employee hired prior to October 1 shall be entitled to receive ten (10) days vacation after June 30 of his/her first year of employment. An employee hired after October 1 shall be entitled to receive one (1) vacation day for each month of employment from the date of hire through June 30 which shall be taken after June 30 of his/her first year of employment.
  - b. After completing one (1) year of service, ten (10) working days.
  - c. After completing five (5) years of service, fifteen (15) working days.
  - d. After completing ten (10) years of service, twenty (20) working days.
- 16.2 Time of vacation must be approved by the employee's immediate supervisor and the building principal, where applicable; or when appropriate, the Assistant Superintendent for Business. Employees shall be required to give their administrative supervisor at least two weeks' notice for five (5) or more consecutive days of vacation. For less than five consecutive days of vacation, at least 48 hours' notice must be given to the administrative supervisor. All vacation days must be taken within the school fiscal year (July 1 - June 30). Employees may not save days nor be paid for unused days. If, however, unusual circumstances exist which makes it impossible for an employee to use vacation days within the prescribed period of time, a request may be made to the Superintendent of Schools, or his designee, to allow for up to two (2) days to be carried over into the next fiscal year. In addition, the District agrees to carry over up to five (5) vacation days per year in the event that an employee's requests for vacation are denied.
- 16.3 In the event of a transfer to a 12-month position, any employment in a ten-month position of four (4) hours or more per day will be counted as full-time employment. One full school year of such full-time employment shall count as one year toward vacation allowance.

## Article 17 - Clerical/Non-Instructional Work Schedule

### 17.1 12 Month/35 Hour Clerical Workers

a. The following titles are considered to be 12 month/35 hour clerical workers: Account Clerk, Senior Account Clerk, Payroll Clerk, Benefits Assistant, Secretary to School Principal, Secretary to School Official, Senior Office Automated Systems (12 months), Personnel Assistant, Office Automated Systems (12 months), Database Specialist, Purchasing Agent, Senior Bookkeeper, Community Aide-Spanish-Speaking, Senior Payroll Clerk.

b. Work Week

1. Regular School Year (Monday before Labor Day to June 30<sup>th</sup>, inclusive of Superintendent's Conference Days/Staff Development Days)

All staff shall be required to work thirty-five (35) hours per week, consisting of seven (7) hours per day, exclusive of one hour per day for a meal break. Elementary and Central Main Offices shall be open from 8:00 A.M. to 4:00 P.M. and employees may be scheduled to work at any time during this period. Middle and High School Main Offices shall be open from 7:15 A.M. to 4:00 P.M. and employees may be scheduled to work at any time during this time period.

2. Summer Hours (July 1<sup>st</sup> until the Monday before Labor Day, School Vacation Periods and School Holidays)

All staff shall be required to work thirty (30) hours per week, consisting of six (6) hours per day, exclusive of one hour per day for a meal break. The normal work day shall be 8:00 A.M. to 3:00 P.M.

3. Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of forty (40) during the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

c. Work Year

All staff shall be granted two (2) additional days off each year during the December holiday break to be determined at the same time as the unscheduled holiday following the adoption of the official school calendar.

17.2 10 Month/35 Hour Clerical Workers

a. The following titles are considered to be 10 month/35 hour clerical workers:

Computer Lab Aide, Clerk/School Monitor, Office Assistant-Automated Systems (10 Month), Senior Office Assistant-Automated Systems (10 month), and any other 10-month clerical position.

b. Work Week

All staff shall be required to work thirty-five (35) hours per week, consisting of seven (7) hours per day, inclusive of one-half hour per day for a meal break.

c. Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of forty (40) during the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

17.3 Clerical employees shall never be expected to work alone in a building.

17.4 Meal breaks may not be used for early dismissal and must be approved by the employee's immediate supervisor.

17.5 Office hours in the contract must be maintained. Management has the right to schedule employee hours within the times that offices are to be kept open.

Article 18 – Custodial Operations Workers

18.1 a. The following titles are considered to be 12 month/40 hour custodial operations workers:



Custodian, Maintenance Mechanic, Grounds Mechanic and any other Operations Personnel whose contract stipulates a 12 month/40 hour work week.

b. Work Week

1. Regular School Year (These are days when school is in session in accordance with the district-approved calendar, inclusive of Superintendent's Conference Days/Staff Development Days).

Employees assigned to the day shift shall be required to work forty (40) hours per week, consisting of eight (8) hours per day, exclusive of one-half hour per day for a meal break. Employees assigned to the night shift shall be required to work forty (40) hours per week, consisting of eight (8) hours per day, inclusive of one-half hour per day for a meal break. The work week shall be Monday through Friday.

Up to four custodial, grounds, or maintenance positions created or vacated on or after July 1, 2012 may be assigned to a Tuesday-through-Saturday work week.

2. Summer Hours (These are the days when school is not in session in accordance with the district-approved calendar)

All staff shall be required to work day shift hours. The work week shall be forty (40) hours per week, consisting of eight (8) hours per day, inclusive of one-half hour per day for a meal break. During the summer months (July and August) the District shall have the discretion to create a 9:00 A.M. to 5:00 P.M. shift and to staff such shift with one (1) unit member in each building during that period.

3. Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of forty (40) during the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

Overtime shall be distributed in a fair and equitable basis on a rotating seniority basis by building, department, and job title. Employees will be eligible for overtime opportunities if their performance over the past six months has been satisfactory and if they are qualified for the particular assignment. An employee's performance will be deemed satisfactory for

the purposes of this provision if he or she has received no written counseling memos or formal discipline within the past six months.

- 18.2 Head custodians shall be required to make one building check on Saturdays, Sundays and holidays with compensation. If another employee is assigned to make a building check, he/she shall be guaranteed a minimum of two (2) hours of overtime. If a building is open in order to accommodate a special event, the employee shall receive a minimum of two (2) hours of overtime.
- 18.3 Meal breaks may not be used for early dismissal and must be approved by the employee's immediate supervisor.
- 18.4 Office hours in the contract must be maintained. Management has the right to schedule employee hours within the times that offices are to be kept open.

#### Article 19 – Transportation Workers

- 19.1 a. The following titles are considered to be 12 month/40 hour transportation workers:

Dispatcher, Routing Supervisor

- b. Work Week

- 1. Regular School Year (These are days when school is in session in accordance with the district-approved calendar, inclusive of Superintendent's Conference Days/Staff Development Days)

Employees assigned to the day shift shall be required to work forty (40) hours per week, consisting of eight (8) hours per day, exclusive of one-half hour per day for a meal break. Employees assigned to the night shift shall be required to work forty (40) hours per week, consisting of eight (8) hours per day, inclusive of one-half hour per day for a meal break. The work week shall be Monday through Friday.

- 2. Summer Hours (These are the days when school is not in session in accordance with the district-approved calendar)

All staff shall be required to work day shift hours. The work week shall be forty (40) hours per week, consisting of eight (8) hours per day, inclusive of one-half hour per day for a meal break. During the summer months (July and August) the District shall have the discretion to create a 9:00 A.M. to 5:00 P.M. shift and to staff such shift with one (1) unit member in each building during that period.

3. Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of forty (40) during the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

19.2 Overtime for Transportation Employees - Work time required on Saturday, Sunday or holidays will be paid overtime with a guaranteed minimum of three hours. In case of a cancellation the three-hour minimum will hold.

19.3 Snow Days for Transportation Employees

Twelve Month Transportation Employees are required to report to work at their regular check-in time and will receive that day's pay. The amount of work time required on a day the district closes due to inclement weather or other reason of emergency will be added to vacation time.

19.4 Meal breaks may not be used for early dismissal and must be approved by the employee's immediate supervisor.

19.5 Office hours in the contract must be maintained. Management has the right to schedule employee hours within the times that offices are to be kept open.

Article 20 – Technical Specialists

20.1 12 Month/40 Hour Technical Specialists

a. The following titles are considered to be 12 month/40 hour technical specialists:

Network Specialist, Junior Network Specialist, Technical Assistant, Theatre Technical Assistant, Research Assistant and Television Assistant, Network Administrator

b. Work Week

1. Regular School Year (Monday before Labor Day to June 30<sup>th</sup>, inclusive of Superintendent's Conference Days/Staff Development Days)

All staff shall be required to work forty (40) hours per week, consisting of eight (8) hours per day, inclusive of one-half hour per day for a meal break.

2. Summer Hours (July 1<sup>st</sup> until the Monday before Labor Day, School Vacation Periods and School Holidays)

All staff shall be required to work thirty-five (35) hours per week, consisting of seven (7) hours per day, inclusive of one-half hour per day for a meal break.

3. Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

- c. Work Year – All staff shall be granted two (2) additional days off each year during the December holiday break to be determined at the same time as the unscheduled holiday following the adoption of the official school calendar.

20.2 Meal breaks may not be used for early dismissal and must be approved by the employee's immediate supervisor.

20.3 Office hours in the contract must be maintained. Management has the right to schedule employee hours within the times that offices are to be kept open.

## Article 21 – Safety Monitors

### 21.1 10-Month/40 Hour Safety Monitors

- a. Work Week

Regular School Year inclusive of Superintendent's Conference Days/Staff Development Days)

All staff shall be required to work forty (40) hours per week, consisting of eight (8) hours per day, inclusive of one-half hour per day for a meal break.

- b. Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

- 21.2 Meal breaks may not be used for early dismissal and must be approved by the employee's immediate supervisor.
- 21.3 Office hours in the contract must be maintained. Management has the right to schedule employee hours within the times that offices are to be kept open.

#### Article 22 – Ten-Month Employees Working Between 25 to 35 Hours Per Week

- 22.1 All teacher aides, instructional assistants, lab assistants, job coaches and 1-1 aides who work less than 35 hours per week, but 25 hours or more, shall be allowed one-half hour of unassigned time daily. This time may be used for coffee breaks and/or lunch. The specific time must be approved by the building administrator. This time may not be used for early dismissal. Employees who work less than 35 hours per week shall have their working hours established by the individual administrator.
- 22.2 Employees shall have their working hours established by the individual administrator.
- 22.3 Overtime (Pay rate = 1.5 times hourly rate)

Overtime shall be paid for any hours worked in excess of forty (40) during the employee's regular work week.

After an employee has received overtime pay during any five weeks in a school year because sick time is counted as hours worked, sick time will no longer be counted as hours worked for that employee for the remainder of that school year for overtime purposes.

- 22.4 Office hours in the contract must be maintained. Management has the right to schedule employee hours within the times that offices are to be kept open.

#### Article 23 - Out-of-Title Pay

- 23.1 Any employee (with the exception of those set forth in the following paragraph) who is required by his/her supervisor to assume full responsibilities for five (5) consecutive

work days in a position which falls within a classification with a higher rate of pay shall receive a five percent (5%) differential retroactive to the first day of work in the new classification.

- 23.2 Custodians, mechanics, maintenance and grounds workers who are required by their supervisor to assume full responsibilities for five (5) consecutive work days in a position which falls within a higher classification shall receive the applicable differential for that position, as set forth in the salary schedule.

#### Article 24- Personal Effects

- 24.1 The Board shall provide reimbursement in any amount reasonable under all circumstances for the repair or replacement of clothing or personal effects stolen, damaged, or destroyed during the course of and incidental to employment, provided the loss has not been caused by the negligence of the claimant. Personal effects do not include motor vehicles. However, in the case of either theft or vandalism of motor vehicles, the Board shall adopt appropriate measures to protect such property.

#### Article 25 - Contracting Out

- 25.1 For the duration of this contract, present custodial employees shall not lose jobs due to program elimination or subcontracting of work to outside contractors.

#### Article 26 - Personnel Files

- 26.1 Official employee files in the school and district office shall contain only material and information necessary to establish a progress record of an employee's service.
- 26.2 Except for material submitted prior to employment, no material or information derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the statement that such signature in no way indicates an agreement with the contents thereof.
- 26.3 The employee shall have the right to provide an answer or explanation for any material filed and his or her written and signed statement shall be attached to the file copy.
- 26.4 Employees have the right, upon request, to review the contents of their personnel files except confidential references and to make copies of any documents in it. An employee shall be entitled to have a representative of the CSEA accompany him/her during such

review. An administrator shall be present during an employee's review of his/her personnel file.

#### Article 27 - Travel

27.1 Any employee required to travel in his or her own vehicle on district business shall be reimbursed at the rate set at the reorganization meeting which is annually conducted by the Board of Education during the month of July.

#### Article 28 - Tenure

28.1 Within the limits of the law, protection shall be granted under Section 75 of the Civil Service Law to all non-competitive and labor class employees upon completion of three (3) years of satisfactory service. The Agreement shall include employees who have already completed three (3) years of such satisfactory service.

#### Article 29 - Seniority

29.1 For the purposes of determining seniority, the anniversary date of employment in the district shall be the determining factor.

29.2 Non-competitive and labor class employees will be afforded the same rights as competitive employees under Section 80 of the Civil Service Law.

- a. The District shall have the discretion to reduce the work hours of a particular position (or positions) in a particular building (or buildings) by five (5) hours or less per week after consultation with the Union and the unit member involved.
- b. In the event the hours for a particular position (or positions) in a particular building (or buildings) must be reduced by more than five (5) hours per week, the District shall consider seniority (building-wide) within the job classifications set forth in the salary schedules only under the following circumstances:
  - 1) Said reduction in hours results in a unit member falling below the twenty (20) hour threshold for eligibility for benefits; **OR**
  - 2) The affected unit member has four (4) or more years of service in the District.
- c. Notwithstanding the foregoing, all reductions in hours shall primarily be based upon the best interests of the school district.

- d. Reductions in hours shall not be utilized for disciplinary reasons.
- e. The parties acknowledge that in no event shall a unit member be permitted to "split" an assignment amongst two or more buildings as a result of a reduction in hours.
- f. The parties further acknowledge that the District has the unilateral right to reduce the hours of a 1:1 aide without regard to seniority.

#### Article 30- Payment Schedule

- 30.1 The regular annual salary of twelve-month non-instructional employees shall be divided by 26 based on 12-month fulfillment of duties and paid in 26 payments July through June according to a payroll schedule set by the district each year.
- 30.2 For all twelve-month employees covered by this Agreement, the daily deduction rate for absence beyond the allotted days or for absence without prior approval is 1/260th of the annual salary rate.
- 30.3 All ten (10) month employees who work more than twenty (20) hours per week shall work the school calendar plus three (3) Superintendent Conference/Staff Development Days. At least one (1) of the Superintendent Conference/Staff Development Days shall be devoted to staff development.
- 30.4 All ten-month employees who work more than twenty (20) hours per week will receive pay for 189 full days. This pay shall be in an annual contract amount arrived at in the following manner: 189 x hourly rate x hours per day. Instructional assistants and safety monitors will receive pay for 200 full days. This pay shall be in an annual contract amount arrived at in the following manner: 200 x hourly rate x hours per day. The contract amount shall be divided by 21 and paid in 21 payments between September and June.
- 30.5 For ten-month employees the daily deduction rate for absence beyond the allotted days for absence without prior approval is 1/189<sup>th</sup> (or 1/200<sup>th</sup> where applicable) of the annual salary rate.
- 30.6 The Board of Education, at its discretion, may pay salaries in excess of those provided at any step of the salary schedule to staff members who have performed in an outstanding manner.
- 30.7 Employees reclassified or promoted will be placed on the new salary schedule at a step which recognizes the additional duties and/or responsibilities, but not necessarily a lateral step movement. In no event shall an employee receive less than the amount of the next step on the current (old) salary schedule and will be placed on the step on the new salary



schedule which is mathematically closest to that amount. (Persons on top step will receive the increment between that step and the next-highest step added to the top step of the old schedule and placed likewise on the new schedule).

- 30.8 Hourly employees shall be paid on the regular payroll as soon as possible after payroll sheets are received.
- 30.9 Overtime pay shall be included on the regular payroll as soon as possible after payroll sheets are received.
- 30.10 Unless otherwise negotiated, each employee shall advance annually to the next salary step until he or she reaches the maximum for that position. Salary increments shall occur on July 1.
- 30.11 Salary notices for the ensuing school year will be sent to employees each September.
- 30.12 Upon termination of employment or death, all salaries, overtime and vacation credits shall be given to the employee or employee's estate. The District will pay an additional two months' salary to the estate of a unit member who dies while in paid service.

#### Article 31 - Physical Examination

- 31.1 All employees must receive a physical examination and a tuberculin test upon employment. Prescribed forms are filed by the examining physician with the Personnel Office.
- 31.2 Employees shall receive the required physical exams at no cost, if performed by the school physician. Any employee may have the prescribed exam performed by his/her personal physician and shall be reimbursed, upon presentation of the completed forms in the amount of up to \$150.00.

#### Article 32 - Grievance Procedure

- A. Purpose – The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the claim of the aggrieved person or persons.
- B. Definitions - Grievance shall mean any complaint by an employee or group of employees based on an alleged violation, misinterpretation or inequitable application of the existing state laws, Board policies, administrative procedures and regulations or this Agreement. The term “grievance” shall not apply to any matter as to which (1) method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or (2) the Board of Education is without authority to act or (3) any aspect of the contract which is left to discretion of the Board. Any event giving rise to a grievance which

occurs more than 30 days prior to the implementation of Stage 1, as contained in sub-article D of this article, shall not be deemed the subject of a grievance. All grievances based upon an alleged violation, misinterpretation or inequitable application of the existing state laws, Board policies, administrative procedures and regulations shall be limited to Stage 3 of the Grievance Procedure. The Superintendent's decision(s) at Stage 3 shall be final and binding upon the parties. Furthermore, said decision(s) shall not be made in an arbitrary and capricious manner.

The term "days", except where otherwise specified, shall mean calendar days. "Supervisor" shall mean any person regardless of title who is assigned to exercise any level of supervisory responsibility over employees. "Division Head" shall mean a principal, director of a division (e.g., instruction, pupil personnel services), assistant to the superintendent, school business administrator.

- C. Use of the Grievance Procedure - The right to use the established grievance procedure is guaranteed to all employees without coercion, discrimination or reprisal.

The aggrieved party may be represented at all stages of this procedure by a person of his or her own choosing except that he or she may not be represented by an employee organization other than the CSEA.

Failure by the aggrieved to initiate the required action in order to move, within the specified time periods as outlined herein, from stage to stage in the grievance procedure shall be considered to constitute an abandonment of the grievance.

- D. Grievance Procedure

Stage 1 - The employee, with his or her grievance in writing, shall formally meet with his or her immediate supervisor and attempt to reach a mutually satisfactory agreement. The immediate supervisor is to schedule a meeting for the purpose of reviewing the grievance within three (3) working days of presentation. The immediate supervisor shall render a decision in writing within three (3) working days following the date of such a meeting.

Stage 2 - If the grievance is not resolved in Stage 1, the employee shall, within seven (7) working days of receipt of the decision of the immediate supervisor, present his or her appeal formally and in writing to the appropriate division head unless the division head rendered the decision in Stage 1, in which case the employee shall move immediately to Stage 3 of the grievance procedure. Before rendering a decision, the division head or his/her designee may require a formal hearing. A determination shall be made in written form within five (5) working days after the submission of final documents in the appeal unless a different time shall be established by the mutual agreement of the parties involved.

Stage 3 - If the grievance is not resolved in Stage 2, the employee shall, within seven (7) working days of receipt of the decision from the division head, present his or her appeal

formally and in writing to the Superintendent of Schools. Before rendering a decision the Superintendent may require a formal hearing. A determination in written form shall be made by the Superintendent, or his designee, within five (5) working days after receipt of the final documents in the appeal unless a different time shall be established by the mutual agreement of the parties involved.

Stage 4 - A grievance which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Association to an arbitrator for decision if it involves the application or interpretation of the Agreement.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent under the grievance procedure, except in cases where, upon expiration of the five (5) working days time limit for decision, the aggrieved employee or the Association filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within twenty (20) working days after receipt of such notice.

The employee may proceed personally or through the Association or any other representative of his choice.

The proceeding may be initiated by filing with the Board and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) working days after receipt of the decision of the Superintendent under the grievance procedure or, where no decision has been issued in the circumstances described above, three (3) working days following the expiration of twenty (20) working days per period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision(s) of the agreement involved.

The American Arbitration Association shall appoint, subject to the mutual agreement of the parties hereto, an arbitrator to serve in accordance with the procedures outlined herein.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his or her decision not later than thirty (30) days from the date of closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his or her decision strictly to the application and interpretation of the provisions of this Agreement and he or she shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, modifying or varying in any way, the terms of the 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 the Agreement under Board by-laws, or under applicable law, except that he or she may decide in a particular case that Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board 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, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy when he or she finds a violation of this Agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

- E. General Provisions as to Grievances and Binding Arbitration - The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Association to present or process a grievance not involving the application or interpretation of the term of this Agreement on behalf of any employee without his or her consent. The parties acknowledge that said grievances shall be limited to Stage 3 of the Grievance Procedure.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this Article.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his or her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

Whenever a grievance is filed by an employee personally or through a representative which would involve the application or interpretation of the terms of this Agreement, notice shall be given to the Association by the employee filing the grievance and the

Association will be given the opportunity to be present, state its views at all stages of the grievance and arbitration procedures. When a grievance reaches Stage 3 or beyond, the Board shall notify the Association of all such proceedings.

### Article 33 - Health Insurance

33.1 Benefits provided to employees shall be in accordance with the Bedford Health Plan effective on June 30, 2012. Upon request, employees shall be entitled to a copy of the Bedford Health Plan.

Employees hired prior to July 1, 1992 shall be eligible for this benefit during retirement if they have been employed in the district for 10 years **AND**

- 1) Are a member of the NYS Employees Retirement System; OR
- 2) Satisfy the eligibility requirements of the NYS Employees' Retirement System which states you must reach the age of 55 or older and have five or more years of credited member service.

Employees hired on or after July 1, 1992 shall be eligible for this benefit during retirement if they have been employed by the district for 12 years and retire from the NYS Employees Retirement System.

Employees shall be required to pay the following premium contributions for health insurance coverage (individual or family) for the years indicated:

For employees hired on or after July 1, 2012: 15.0%

For employees hired before July 1, 2012:

Effective July 1, 2017: 12.0%  
Effective July 1, 2018: 13.0%  
Effective July 1, 2019: 13.5%  
Effective July 1, 2020: 14.0%

Such contributions shall not be applicable upon a unit member's retirement in accordance with the eligibility requirements of the New York State Employees' Retirement System, provided that the employee was hired by the District before July 1, 2012. Employees hired on or after July 1, 2012 who retire in accordance with the eligibility requirements of the New York State Employees' Retirement System will be required to contribute the same percentage of the premium as they contributed immediately before their retirement until they become eligible for Medicare, at which point their contributions will cease.

CSEA health insurance benefit levels shall remain the same as they were in 2006-07, unless otherwise modified by the parties' memorandum of agreement: A vision benefit has been added effective July 1, 2018.

33.2 The District reserves the right to change health insurance carriers provided the benefits of the proposed plan are equivalent to those which were provided under the Bedford Health Plan effective on June 30, 2012. The union will be given thirty (30) days' notice of such change in order to review proposed new benefits.

33.3 Subject to Article 33.4(2), new employees will be eligible for health insurance benefits within thirty (30) days of hire.

33.4 Enforcement of Open Enrollment Period:

1) The District shall offer two (2) open enrollment periods in which employees may make enrollment changes. These open enrollment periods will be the entire month of May, for changes that will become effective July 1<sup>st</sup>, and the entire month of November, for changes that will become effective January 1<sup>st</sup>. Any changes in enrollment which deviate from the open enrollment periods set forth above shall be made at the sole discretion of the District. Employees who experience a "Change of Status" shall be permitted to make enrollment changes at any time, subject to the rules of the Bedford Health Plan. A "Change of Status" shall include: birth, marriage, adoption or placement for adoption, divorce, legal separation, termination of employment, death, reduction in hours, moving out of an HMO service area, or a dependent no longer eligible due to age limitations.

2) Newly hired eligible employees shall be given an opportunity to enroll in the District's health insurance plan effective with the first day of the month following the initial date of hire by first submitting any and all information necessary for enrollment to the District. In the event an employee fails to submit said information to the District within thirty (30) days of initial date of hire, the employee shall be enrolled effective with the first day of the month following the date of submission of said information to the District (up to sixty (60) days after the initial date of hire). In the event an employee fails to submit said information within sixty (60) days of initial date of hire said employee shall only be permitted to enroll in the District's health insurance plan during the open enrollment periods set forth in sub-paragraph (1) above.

33.5 Enrollment of Domestic Partner:

Eligible non-marital same sex domestic partners shall be covered in accordance with the description of coverage and affidavit attached hereto as Appendix "B". In light of the availability of same-sex marriage, this provision will expire on June 30, 2019.

33.6 Upon demand of the District, this Agreement may be reopened at any time for the purposes of negotiations concerning the following:

- a. The health care plan provided to unit members;
- b. Benefit levels;
- c. Increases to deductions and co-payments; and
- d. Any other health care plan modification, including, but not limited to, the implementation of a coordination of benefits/spousal rule.

33.7 The District shall provide health insurance coverage at no cost to a surviving spouse or dependent of a unit member who dies during active employment. For those unit members who have worked for the District for more than ten (10) years, coverage will be provided for the three (3) years next following the unit member's death. For those unit members who have worked for the District for ten (10) years or less, coverage will be provided for the two (2) years next following the unit member's death. Following completion of the coverage period, the spouse or eligible dependents of said individual may elect to continue to participate in the District's health care plan. Premiums will be paid by those electing to participate at the group rate in effect for the District health care plan.

#### Article 34 - Life Insurance

34.1 The Board shall provide employees who work twenty (20) hours a week or more and who qualify for group insurance, the option of participation in a group insurance policy with a principal amount to the nearest \$100 of the employees' annual salary.

#### Article 35 - Disability Insurance

35.1 The Board shall provide disability insurance for all employees. The Board shall assume the full cost of the premium.

#### Article 36 - Retirement

36.1 Non-instructional employees who qualify for membership in the NYS Employees' Retirement System are subject to one of the following:

- a. Employees who became members prior to July 1, 1976 shall be covered by the plan described in Section 75-I of the NYS Statutes relating to the New York State Retirement Plan.
- b. Employees who became members on or after July 1, 1976 shall be covered by the plan described in Article 14 of the NYS Statutes relating to the NYS Retirement Plan. This plan is known as the Coordinate-Escalator Retirement Plan.

- 36.2 Employees who are covered by Section 75-I of the NYS Employees Retirement System shall be provided with life insurance, by the district, for a period of two years from the date of retirement from the District. The amount of the insurance shall be equal to 62% of his or her average annual salary earned during the final three (3) years of employment, payable to the retiree's designated beneficiary.
- 36.3 The District will adhere to Section 41-j of the NYS Employees Retirement System policies, which grants up to 165 days of credit toward retirement of unused sick leave. The District agrees to pay for any additional unused sick leave days up to 180 (total number of possible unused sick leave days to be paid for, therefore, is fifteen (15)).

#### Article 37 - Retirement Award

- 37.1 Employees who are members of the NYS Employees' Retirement System, or satisfy those requirements related to the appropriate tier level applicable to the time of retirement, are eligible for retirement awards under the following conditions:
- a. Any employee who has served at least ten (10) years but less than twenty (20) years in the district shall receive a lump sum payment equivalent to three quarters of one percent (.75%) of his or her final year's salary for each year he or she has served as an employee of the district.
  - b. Any employee who has served twenty (20) or more years in the district shall receive a lump sum payment equivalent to one and one quarter percent (1.25%) of his or her final year's salary for each year he or she has served as an employee of the district.
  - c. Employees shall be required to provide the District with written notice of their intent to retire. Employees providing the District with written notice of their intent to retire five (5) or more months in advance of their effective date of retirement, shall be eligible to receive the award on or before August 15<sup>th</sup> of the school year following the year of retirement. Employees who fail to provide the District with at least five (5) months' written notice of their intent to retire shall be eligible to receive the award on or before December 31<sup>st</sup> of the school year following the year of retirement.
  - d. Such payments shall be in addition to the employee's regular salary.
  - e. The retirement award set forth herein is not available to employees hired after November 13, 1998.



## Article 38 – Longevity

### 38.1

- a. The sum of \$1,000 shall be paid to any twelve-month employee, and the sum of \$900 to any ten-month employee after twelve (12) successive years of service in the district.
- b. The sum of \$1,200 shall be paid to any twelve-month employee, and the sum of \$1,050 to any ten-month employee after seventeen (17) successive years of service in the district.
- c. The sum of \$1,300 shall be paid to any twelve-month employee, and the sum of \$1,100 to any ten-month employee after twenty-two (22) successive years of service in the district.

38.2 These monies shall be paid each year in a lump sum.

38.3 For the purposes of determining longevity any employment in a ten-month position of four (4) hours or more per day will be counted as full-time employment. One full school year in such employment shall count as one year for longevity purposes.

## Article 39 - Uniforms

39.1 Five (5) uniforms shall be provided each year by the district to each custodial employee covered by this Agreement. The appropriate uniform shall be worn by each employee during regular working hours. Maintenance of each uniform is the responsibility of the employee.

## Article 40 - Dental Insurance

40.1 The District shall provide dental coverage to each eligible unit member through the CSEA Employee Benefit Fund (Equinox). Accordingly, the District shall be required to contribute the following amounts, for each eligible employee, for each of the school years indicated, for said dental coverage:

Beginning 7/1/17:	\$132.13 per month
Beginning 7/1/18:	\$132.77 per month
Beginning 7/1/19:	\$137.47 per month

In lieu of paying the above contributions to the Equinox plan, the District reserves the right to change dental insurance carriers or to self-insure, provided the benefits of the proposed plan are equivalent to those that were provided under the Equinox plan effective on July 1, 2009.

The union will be given ninety (90) days' notice of such change in order to review the proposed benefits.

Retirees may receive dental coverage at no cost to the District.

#### Article 41 - Continuity of Employment

- 41.1 Each member of the bargaining unit will be expected to return to work with the Board after each vacation period unless such member has received a letter or statement in writing informing him or her that his or her services have been terminated.
- 41.2 Layoffs due to the decision of the Board of Education to reduce staff may be effectuated after thirty (30) days' notice to the president of the Association.

#### Article 42 - General Provisions

- 42.1 Effect of Contract - This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written, signed amendment to this Agreement. Before the Board adopts a change in policy which affects salaries, hours, or other conditions of employment of non-instructional employees, which is not covered by the terms of this Agreement and which was not a subject matter of negotiation between the parties in the formation of this Agreement, the Board will notify the Association in writing of the change that it is proposing. The Association shall have the right, within five (5) calendar days after receipt of such notice, to advise the Board of its desire to discuss and review such proposed change. In such event the Board shall not take final action on any such proposed change until it has consulted with the Association as to its view as to such proposal and given good faith consideration thereto.
- 42.2 All terms and conditions of employment concerning subjects that have been designated by the Public Employment Relations Board as mandatory subjects of collective bargaining shall remain in full force and effect during the life of this agreement.
- 42.3 Agreement Supersedes - This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.
- 42.4 Individual Agreement - Any individual arrangement, agreement or contract between the Board and an individual non-instructional employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the

parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

42.5 Conformity to Law - Saving Clause - If any provision of this Agreement or any application of the Agreement to any non-instructional employee or group of non-instructional employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

42.6 The District shall ensure that all unit members have electronic access to this Agreement.

#### Article 43 - No Strike Clause

CSEA - Bedford Unit shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

CSEA - Bedford Unit shall exert its best efforts to prevent and terminate any strike. Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the Board or the rights, remedies, or duties of CSEA – Bedford Unit or employees under State law.

#### Article 44 - Duration of Agreement

This Agreement shall be effective for a period commencing July 1, 2017 and continuing until June 30, 2021.

#### Article 45 - Changes in Compensation

45.1 Effective July 1, 2017, a new Step 8 shall be added to each schedule, which shall be 1.5% higher than Step 7. Effective July 1, 2018, a new Step 9 shall be added to each schedule, which shall be 1.5% higher than Step 8. Effective July 1, 2019, a new Step 10 shall be added to each schedule, which shall be 1.5% higher than Step 9. Effective July 1, 2020, a new Step 11 shall be added to each schedule, which shall be 1.5% higher than Step 10.

45.2 Special Education Teacher Aides and Instructional Assistants who are assigned to work in specifically designated “Special Needs” programs shall receive a salary differential only while they are working in said designated program. The differential shall be 5% of salary or \$2500, whichever is greater. This differential shall apply to Special Education Teacher Aides and Instructional Assistants who deal most of their time with children who are likely to be violent and/or are likely to need frequent and significant help with toileting. A Labor-Management Committee shall be created and will consist of two (2)

members selected by the Superintendent of Schools and two (2) members selected by the Union President. Said committee shall meet each year to determine which programs qualify for the "Special Needs" salary differential. Said determination shall be based upon the additional job responsibilities that are required to assist students enrolled in the "Special Needs Program." In the event the Committee is unable to render a determination, the Assistant Superintendent for Special Education shall have the sole discretion to determine which programs qualify for the "Special Needs" salary differential. The Assistant Superintendent's determination shall be final and binding and shall not be subject to the grievance procedure; however, the Assistant Superintendent shall be required to provide the Union President with the basis for the determination(s).

45.3 10-month Clerical employees' salaries shall be determined by prorating the applicable 12-month Clerical salary in the following manner:

(12-month Clerical salary) divided by 1820 hours X (Number of hours worked per day) X (Number of days for which the employee receives pay as per Article 30.4)

45.4 Effective July 1, 2019, when 10-month unit members are hired to perform summer custodial work, they will be paid at the Custodial Worker Step 2 hourly rate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on November 29, 2018.



Dr. Christopher Manno  
Superintendent of Schools  
Bedford Central School District



Mia Wiltse, President  
Bedford Central School District  
Westchester Local 860 of the CSEA, INC.



Fred Smit, Labor Relations Specialist  
Civil Service Employees Association