
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**EDGEMONT UNION FREE
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Edgemont UFSD Teacher Aide Unit
Westchester County Local 860

July 1, 2023 – June 30, 2027

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ARTICLE I
APPLICABLE LAW

- A. The Public Employees Fair Employment Act, the other provisions of the Civil Service Law, and the Local Laws of the Board of Education of the Edgemont Union Free School District, Town of Greenburgh, that are consistent with said Act and the Civil Service Law shall govern the terms of this Agreement.
- B. 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 law takes effect.
- C. If any legislation or Court decision renders any portion of the Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from the contract, and the remaining provisions shall continue in full force.

ARTICLE II
RECOGNITION

- A. The Employer agrees that Civil Service Employees' Association, Inc., Local 1000 AFSCME, AFL-CIO is the sole and exclusive bargaining agent for the employees described in Article III, Section A for the purposes of negotiating terms and conditions of employment, and of administering grievances arising thereunder, for the maximum period of time allowed under applicable law.
- B. The CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.
- C. Both parties to this agreement recognize that the Board has and retains the "right to manage" the affairs of this District in a manner consistent with Civil Service Law. Such right includes, but is not limited to, the right to determine hours and content of work schedules, increase or decrease of staff size, make assignments and transfers consistent with the terms of this Contract and Agreement.

ARTICLE III
UNION SECURITY AND CHECK-OFF

- A. This contract covers teacher aides, library aides, computer aides and parking attendants and excludes all other titles.
- B. 1. Dues Deductions. The District shall deduct from the wages of employees and remit, at the end of each month to CSEA, Inc., 143 Washington Avenue, Albany, New York

12210, regular membership dues and other authorized deductions for those employees who have signed dues deductions authorization cards. Employees who wish to withdraw their authorization for dues deductions must do so by following the instructions on their dues authorization card. For more information, contact CSEA at 1-800-342-4146.

2. New Employees.

- (a) Within thirty (30) days of hiring a new employee into the unit, the District shall provide the Unit President the following information: the employee's name, address, job title, department and work location.
- (b) New employees who are hired between May 1st and the first Superintendents' conference day scheduled for the beginning of the new school year, shall be permitted to meet with the Union, for a reasonable amount of time, not to exceed 30 minutes, without charge to leave accruals, during the first Superintendent Conference day of the year. Unless specifically requested by the CSEA, a District representative shall not be present.
- (c) Within thirty (30) days of being hired into the unit, employees who are hired after the first Superintendents' conference day of the school year through April 30th, shall be permitted to meet with the CSEA for a reasonable amount of time, not to exceed thirty (30) minutes, during the employee(s)' worktime, without charge to their leave credits. The specific date and time of the meeting shall be scheduled in conjunction with the District.

3. Indemnification. The CSEA shall indemnify and save and hold the District and any and all of its employees, representatives, officers, and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for purposes of complying with CSEA dues deduction or CSEA benefit program deduction provisions of this Agreement and/or State law.

- C. Employees with at least six months of consecutive service shall have the option to request a salary deduction for the purpose of purchasing tax- sheltered annuities from any of the sources approved for other employees of this District.
- D. Employees with at least six months of consecutive service shall have the option of joining the Hudson River Federal Credit Union and to have payroll deductions made and forwarded to that organization.
- E. These options for the Tax - Sheltered Annuity Program and for the Credit Union may be exercised twice each year during the months of January and June.

ARTICLE IV

RIGHTS OF CSEA

- A. The CSEA may provide a bulletin board in each school building for its own use and may use School District courier service for communications to its members.
- B. The Employer grants the right of the President of the Association or her/his designated agent, or the designated field representative to visit the facilities of the Employer for the purpose of adjusting grievances and administering the terms of the Agreement, upon reasonable notice to the Superintendent of Schools or the Assistant Superintendent.
- C. The Employer grants the right of employees, designated or elected for the purpose of adjusting grievances and maintaining administration rights of the Agreement, to have reasonable amounts of time from their regular duties without loss of pay provided reasonable notice has been given to the Building Principal and the Assistant Superintendent and approval has been given by the Building Principal and the Assistant Superintendent. Such approval shall not be unreasonably denied.
- D. The CSEA will be permitted the use of school buildings for the purpose of holding CSEA meetings in accordance with Board of Education Policy. Such meetings will be held at a time when functions shall be the least disrupted, from the employer's point of view.
- E. The CSEA shall be the sole judge of its own rules and regulations with respect to CSEA and organizational administration.
- F. Employee organization leave: Members of the bargaining unit shall have two days per year for the purpose of conducting union business provided reasonable notice has been given to the Building Principal and the Assistant Superintendent and approval has been given by the Building Principal and the Assistant Superintendent. Such approval shall not be unreasonably denied.
- G. The parties shall create a Labor-Management Committee consisting of the Superintendent of Schools or his/her designee and the CSEA Unit President, who may name up to two unit additional members. The Committee shall meet at least once each semester, and more frequently as may reasonably be requested by either party, to discuss areas of mutual interest and concern.
- H. Unit members shall be entitled to a leave of absence without pay to care for a new child, or for serious illness of the unit member or an immediate family member, as follows:
 - 1. The unit member shall give a minimum of 30 days' prior written notice to the Superintendent of Schools of the request for leave and of the reason for the requested leave unless the circumstances giving rise to the need for leave would make such notice impracticable. The leave is subject to the approval of the Superintendent of Schools, which shall not unreasonably be withheld.

2. The initial leave shall be for up to one full calendar year, but shall be scheduled to terminate either on June 30 or at the mid-year semester break. If, due to changed or unanticipated circumstances, the unit member desires to return to work prior to the scheduled termination of the leave, unit member shall give 10 working days' notice of intention to return to work.

3. The leave may be extended upon request of the unit member, and in the sole discretion of the Superintendent of Schools, for up to one additional year.

4. The unit member's entitlement, if applicable, to leave and other protections under the Family Medical Leave Act shall run concurrently with the leave provided for herein.

5. In the case of a leave granted for the unit member's serious personal illness, return from leave shall be conditioned upon furnishing a treating health professional's statement of fitness for duty.

6. A unit member who does not return to service on the first day of work following the conclusion of a leave will be deemed to have abandoned her/his position.

7. An employee who has been off payroll for 60 working days or more in any school year and then returns to work shall not advance on the salary schedule during the first year of return, but shall resume step advancement in years following. Time that an employee has been off payroll during a school year that has also been classified as FMLA time (if the employee qualifies for FMLA leave), shall not be counted towards the 60 working days.

8. An employee who has been off payroll for 60 working days or more in any school year shall not have such year counted towards eligibility towards longevity increments.

9. During any year in which a unit member has been off payroll for 60 working days or more, seniority for layoff purposes, paid personal time, and any Article X payments in lieu of benefits will be adjusted on a *pro rata* basis.

10. Upon return for leave, the unit member will be restored to duty to an equivalent position in the School District, but subject to a change of location or assignment depending on the School District's needs and staffing arrangements then applicable.

ARTICLE V

RIGHTS OF EMPLOYEES

- A. Upon request, with at least five days' notice, employees may on their own time periodically review the contents of their own personnel folders, in the presence of an administrator or other authorized person. Employees will sign and date the contents verifying that they have

reviewed the contents of the folder. Should an employee review the file and fail to sign and date the contents, the School District official in charge of said file may so indicate in the file.

- B. The employer agrees to furnish a copy of the agreement to each present employee and to each new employee after such employee has completed three months of uninterrupted service.
- C. Employees whose positions are abolished shall receive two (2) weeks' written notice of such action.
- D. Employees are required to give two (2) weeks' notice prior to voluntary separation and thirty (30) days' notice prior to retirement.
- E. Aides with a regular daily assignment of 5.5 hours or more will be entitled to a 30-minute duty-free unpaid lunch break between the hours of 11:00 a.m. and 2:00 p.m. Example: an aide whose scheduled assignment is 9:00 a.m. to 2:30 p.m. will be entitled to a 30-minute lunch break, and will be paid for 5.0 hours. All aides who work for four hours or more will be entitled to a fifteen minute break.

ARTICLE VI **COMPENSATION**

- A. Salary increments will be awarded each July 1st, in accordance with the salary schedule in effect at that time, but only to employees with at least six (6) months of service in the district who have not yet reached the maximum salary for their classification.
- B. Whenever salary schedules are increased, all eligible employees shall receive the appropriate increase in addition to the regular increment, providing the employee has not reached the maximum salary under her/his particular classification.
- C. Teacher aides will be compensated for covering classes for classroom teachers and librarians as follows.
 - (1) Elementary and Secondary Schools – Full Day Coverage
 - (a) When an aide covers a teacher's assignment 30 minutes or more, s/he will be paid at a straight hourly rate, in addition to her/his base rate, for each hour in which s/he covers for a teacher for 30 minutes or more. The same will also apply when an aide covers for an absent clerical employee, and when a nurse's aide covers for an absent nurse. When a Teacher Aide does not cover a teacher's assignment for the entire day, the hourly rate shall be \$9.50 per hour.

Illustrative examples of coverage computations at the hourly rate are as follows:

- 0.4 hour=\$0;
- 0.5 hour=\$9.50;
- 1.0 hour=\$9.50;
- 1.4 hour=\$9.50;
- 1.5 hour=\$19.00;
- 2.0 hour=\$19.00.

When such assignments are made and a substitute aide is needed, preference in offering the substitute aide assignment will be given to the classroom or homeroom aide for that grade level.

Notwithstanding the above, when an Aide covers a teacher's assignment for the entire school day, in lieu of the \$9.50 per hour payment set forth above, the Teacher Aide shall receive a flat stipend of \$70 per day.

D. Overtime:

When an aide works more than his/her regular schedule, additional hours will be paid at "straight time" up to 40 working hours per week, and at time-and-one-half overtime for any hours in excess of 40. Both additional hours at straight rates and overtime hours at time-and-one-half rates must be approved in advance.

E. New Hires:

Where the School District deems it appropriate to make a new hire within the unit (i.e., an employee who has not previously worked for the School District) at an initial salary step placement of five (5) or higher, the Assistant Superintendent shall advise the Unit President of the reasons why such salary step placement has been considered appropriate. The reasons for such placement decisions shall rest within the sound discretion of the School District, but shall not be arbitrary or capricious.

F. Lead Aide:

A notice of the vacancy will be posted in each building. Aides who are interested should submit a letter of interest to the building principal who will interview all applicants. The principal will make a recommendation to the Superintendent of the candidate of choice for future appointment by the Board of Education. The appointment to the Lead Aide position will be made for one year only.

The stipend for the Lead Aide position will be paid in two (2) equal installments, one in the last paycheck in December and the other in the last paycheck in June.

Pre-approval of additional time needed by the Lead Aide when school is not in session must be received, in writing, by the building principal and sent to the Assistant Superintendent.

The annual stipend for the Lead Aide position is as set forth in the salary schedules annexed to this Agreement.

G. Hourly Stipends:

Hourly stipends for Computer Lab Aide, Library Aide, Parking Lot Aide, Special Education Aide, Nurse's Aide, ICAP/BIP Aide, and Art Aide are as set forth in the salary schedules annexed to this Agreement. Effective July 1, 2023, July 1, 2024, July 1, 2025 and July 1, 2026, except as otherwise set forth in this Agreement, all hourly stipends shall be increased by 1.60% in each year of the contract.

H. ICAP/BIP Aides:

Teacher Aides assigned to work in the ICAP program or as a one-to-one Aide with a student with a Behavior Intervention Plan (BIP), shall receive an increase in their hourly rate of \$0.50 higher than the additional stipend received for Special Education Aides, for all time worked in such capacity. Such stipend shall be increased by the requisite stipend increases, set forth in Article VI(G) for each year of the contract beginning in 2024-2025.

In addition, Teacher Aides who are assigned to work with students in the ICAP program with students who also have Transition goals, shall receive a \$500 stipend per year, in addition to the \$0.50 per hour set forth above, prorated for service of less than a full year. Such Stipend shall be paid in a lump sum payment in the last paycheck of the fiscal year for hourly employees (usually around July 15th). Such stipend shall be increased by the requisite stipend increases, set forth in Article VI(G) for each year of the contract beginning in 2024-2025.

ARTICLE VII
HOURS OF WORK, WORK YEAR

- A. Employees shall be required to work pursuant to the school calendar as approved by the Board of Education. As part of their regular work year, all unit members shall be required to attend one Superintendent's Conference Day as required by the District. Unit members shall be provided with thirty (30) days advance notice of the Superintendent's Conference Day they are required to attend. Personal time shall not be able to be used on the Superintendent's Conference Day, unless the employee is sick. Employees who fail to attend the Superintendent's Conference Day because they are sick shall be required to submit a doctor's note on the next workday they report to work.
- B. Each member of the bargaining unit shall be notified not later than June 30 of each year of her/his school assignment and hours. Employees may be requested to report to work at times other than the approved school calendar. Should the employee agree to report to work, the employee shall be paid his or her regular hourly rate.

- C. Snow Day – On a day when school is closed due to snow, or other weather-related conditions or an emergency, aides will be paid for their regular assigned shifts. Should teachers of the building where the unit member is assigned to work be required to provide remote learning during the regular workday, the building administrator has the discretion to require some or all unit members to work remotely. Unit members who are not required to work shall be paid for the day.
- D. School Delay – Should school opening be delayed, employees shall be paid their regular hourly rate from the regular start of the day.

ARTICLE VIII
PAID PERSONAL TIME

- A. Unit employees who have completed the requisite years of service in the School District, as set forth below, by June 30 of any fiscal year, shall be entitled to paid personal time commencing the next year, as follows:

| Years of Service | Time |
|-------------------------|-------------|
| 2 Years | 45 hours |
| 5 Years | 60 hours |
| 8 Years | 70 hours |
| 12 Years | 78 hours |

The foregoing entitlements are non-cumulative.

- B. If an absence can be anticipated, employees are expected to provide their supervisor with at least 48 hours’ notice.
- C. If an absence could not have been anticipated, employees are expected to notify their supervisor at least two hours prior to the beginning of their workday, whenever possible.
- D. If at the end of the school year, an employee has not used all personal hours, payment will be made for any remaining hours in the last paycheck of the school year.
- E. For employees whose two-year anniversary falls within a school year the accumulation of personal time shall be pro-rated at two hours per month.
- F. Absence, death in the family:
 - (1) Up to five working days may be granted in each case of death in the immediate family and shall not be deducted from Paid Personal Time. “Immediate family” includes: husband, wife, domestic partner, son, daughter, step-child, grandchild, mother, father, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and other relative living in the employee’s immediate

household. Additional days may be granted at the discretion of the Superintendent based on evidence of pressing need. For purposes of this section, the definition of “Domestic Partner” shall be consistent with the definition of “Domestic Partner” that is set forth by the District’s designated Health Plan.

(2) Up to two working days may be granted for the death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

G. Absence, Jury Duty: Full salary will be allowed for regular jury duty up to a maximum of two weeks, and for Grand Jury up to a maximum of four weeks providing the employee makes a written request to the Assistant Superintendent at least two weeks in advance and turns over to the school district her/his jury duty payments, exclusive of transportation.

ARTICLE IX **RETIREMENT**

A. All employees covered by this agreement shall have the right to join the New York State Employee Retirement System.

ARTICLE X **INSURANCE/CAFETERIA PLAN**

A. Employees will be able to purchase health insurance at the school district rate.

B. Employees covered by this Agreement shall be provided with disability insurance consistent with the coverage provided to the Clerical Unit.

C. Unit employees who have completed two years of service in the School District by June 30 of any year will be eligible as of the following July 1 for District-paid family coverage in the CSEA Vision and Dental Plans. Effective July 1, 2019, the dental plan shall be the CSEA Horizon Dental Plan.

An eligible employee with two or more years of service will have the options of waiving CSEA Vision coverage and receiving a \$100 payment in lieu of benefits, waiving CSEA Dental coverage and receiving a \$400 payment in lieu of benefits, or waiving both coverages and receiving a \$500 payment in lieu of benefits.

An eligible employee with ten or more years of service will have the options of waiving CSEA Vision coverage and receiving a \$200 payment in lieu of benefits, waiving CSEA Dental coverage and receiving a \$800 payment in lieu of benefits, or waiving both coverages and receiving a \$1000 payment in lieu of benefits.

- D. Employees may participate in the District’s existing “cafeteria” plan as permitted by Section 125 of the United States Internal Revenue Code.
- E. When a unit member has completed the requisite years of service in the District, as set forth below, by June 30 of any fiscal year, the District will thereafter make an annual payment “in lieu of” health and hospitalization coverage as follows:

| | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|---------------------------------------|------------------|------------------|------------------|------------------|
| Ten years or more service | \$3,404 | \$3,404 | \$3,404 | \$3,404 |
| Five to fewer than ten years’ service | \$1,710 | \$1,710 | \$1,710 | \$1,710 |

The annual “in lieu of” payment will be made in two equal installments: in the first payroll of December each fiscal year and in the first payroll in the following June of the same fiscal year. The first year of employment in the District will be counted as a year of service only if the employee commenced work prior to January 1 in that year. The “in lieu of” payments are non-cumulative; in other words, an employee who has completed ten years of service will receive a ten-year payment only.

- F. Effective July 1, 2023, the District will offer 457 and 529 plans. Implementation of the 457 and 529 plans shall be subject to the ratification of the applicable plan documents by the Board of Education and completion of any on-boarding tasks.

ARTICLE XI
HIRING POLICY, SENIORITY AND DISCIPLINE

- A. 1. Seniority shall commence on the date of first hiring and shall be the determining factor for layoffs when in the opinion of the Assistant Superintendent all other factors are equal. The decision of the Assistant Superintendent shall not be unreasonable, arbitrary or capricious.
- 2. For aides who were hired prior to October 31, 2006 and had regular assignments during the 2013-2014 school year of 30 hours or more per week, their assignments will not be reduced below 30 hours per week except in the case of budget reductions or reduced student enrollment resulting in reductions in force. In such case, any health and hospitalization insurance theretofore provided by the District will be continued for the next two years of the aide’s employment by the District following the reduction in hours.
- B. When in the opinion of the Assistant Superintendent all other factors are equal, seniority shall be the determining factor for selections for job openings and vacancies for which the employee is qualified with the exception of stipend positions, i.e.: Lead Aide.
- C. The CSEA Unit President shall receive written notification, suitable for posting, of all job openings for positions covered by this Agreement. Such notification will be given before the job opening is publicly advertised, in order to give current employees an opportunity to

express their interest in the position. To the extent known, the anticipated days and hours of work for any job opening will be included in the notification.

For positions known to be open during the school year, the School District will give the details of the position(s) to the Unit President no fewer than five business days before an advertisement is published.

For positions which first become open during the summer break, the Unit President shall receive written notification of such postings, which s/he will in turn distribute to the unit membership. Notification of openings will be sent by mail as soon as practicable after the position is known to be open.

Notifications pursuant to this Article XI(C) may be given by electronic mail.

Any unit member who sends the Superintendent a written expression of interest in a vacant position will be interviewed for the position with in-house candidates to be given first consideration.

D. DISCIPLINARY PROCEDURE

1. Eligibility

This Article establishes an alternate disciplinary procedure for members of the bargaining unit who have completed two years of service in the School District, and replaces the procedures specified in Civil Service Law Sections 75 and 76.

2. Unit Member Rights

a. A unit member shall be entitled to representation by the CSEA at each stage of the disciplinary procedure.

b. A unit member shall not be disciplined for acts which occurred more than 18 months prior to the date of the notice of proposed disciplinary action, except where the act(s) would constitute a crime. However, the measure of any discipline to be imposed may take into account the unit member's entire prior work history, but such prior work history shall not be considered until *after* a finding that the unit member has engaged in subsequent acts for which discipline is appropriate.

3. Progressive Discipline

a. The parties agree that disciplinary counseling and progressive discipline should be utilized where appropriate, and that unit members should, when possible, be given an opportunity to improve workplace performance. The School District agrees to utilize disciplinary counseling and warnings as initial interventions where feasible.

b. The parties further agree that, while disciplinary counseling is preferred, it is not required in all instances, and more serious discipline may be imposed in the first instance for serious offenses. Serious offenses such as theft and other acts of dishonesty, damage to and/or destruction of property, refusal to work, endangering the safety of workers and/or students and/or visitors, may not warrant progressive discipline. In such instances, the School District may resort to other forms of discipline without the use of disciplinary counseling. In no instance, however, do unit members waive any other contractual rights with regard to discipline, as outlined in this Article.

4. Internal Penalties

a. Where a penalty more severe than disciplinary counseling is sought by the School District, the unit member may be notified, in writing, of the alleged acts forming the basis for the disciplinary action and the proposed penalty as set forth below. A copy of the notice of discipline will be presented to the Unit President of the CSEA.

b. The unit member and the CSEA shall be given a reasonable opportunity to meet with the Superintendent of Schools or her designee prior to the imposition of the proposed penalty.

c. The School District may impose any of the following disciplinary penalties: a reprimand, a fine not to exceed \$100 to be deducted from salary or wages, or a suspension without pay for up to 30 working days. The imposition of any of the foregoing penalties may be challenged by the CSEA in arbitration before a single Arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association, with the compensation of the arbitrator to be shared equally between the CSEA and the School District. The standard of review to be applied by the Arbitrator shall be whether the findings upon which discipline was based were supported by substantial evidence, and whether the penalty imposed was arbitrary or capricious.

5. External Penalties

a. In the event that the School District seeks to impose a penalty greater than as provided in Section D above (in other words, a penalty of suspension without pay for more than 30 days, demotion in grade and/or title, or dismissal), the unit member has the right to a hearing before a hearing officer pursuant to the procedure set out hereafter. (See 6. Hearing, below.)

i. In such cases the School District shall provide the unit member with a written notice of discipline, which shall be substantially compliant with the due process requirements of Civil Service Law § 75, and shall include:

(a) A statement of the acts constituting the misconduct or incompetency with which the unit member is charged;

(b) Notice of the right to a hearing before a hearing officer;

(c) Notice of the right to be represented at said hearing by a representative; and

(d) Notice of the penalty which will be requested by the School District.

ii. The unit member may request a hearing by submitting a written request to the School District within 10 calendar days after receipt of the notice of discipline if he/she disagrees with the charges or the proposed penalty. Absent a valid reason, failure to file such a request within 10 calendar days of receipt of the notice of discipline will constitute acceptance of the proposed penalty by the unit member and will settle the matter in its entirety.

b. The School District will provide copies of all notices of disciplinary charges to the Unit President of the CSEA.

6. Hearing

a. A panel of three hearing officers will be selected mutually by the School District and the CSEA. Said list will remain in existence during the term of this agreement, *provided, however*, that either party may strike a panelist after a hearing and decision, in which event the parties shall endeavor to agree on a replacement. Hearing officers shall serve on a rotating basis. The cost of the hearing officers' services shall be equally borne by the School District and the CSEA.

b. The School District shall notify the hearing officer who is next in rotation of the need for a hearing within 10 calendar days after receipt of the employee's written request for a hearing.

c. The hearing officer shall schedule a hearing as soon as possible but in no event later than 30 calendar days of receipt of the School District's notification of need for a hearing.

d. The initial hearing panel shall consist of Jacqueline Drucker, Jay Siegel and Jeffrey Selchick. In the event that no panelist is available to conduct a hearing within 30 calendar days after receipt of notification of need for a hearing, or in the event that all panelists have been stricken, then a hearing officer shall be chosen from a panel to be proposed by the American Arbitration Association pursuant to the Labor Arbitration Rules.

e. Hearing Procedure

i. The burden of proof in a disciplinary hearing shall fall upon the School District. The School District must prove the charges by substantial evidence.

ii. Compliance with the technical rules of evidence shall not be required in such a hearing.

iii. The unit member and his/her chosen representative shall have the right in such a hearing to call witnesses and to cross-examine witnesses called by the School District. The School District shall have the right to cross-examine witnesses called by the unit member.

f. Either party wishing a transcript at a disciplinary hearing may make arrangements to prepare one at its own expense, and in such case shall provide a copy to the hearing officer and to the other party without cost. The use of a transcript is to be discouraged, and the request for such a transcript shall not extend the date that a final determination is to be made.

7. Hearing Officer's Authority

a. The decision of the hearing officer shall be rendered within 30 calendar days of the close of the hearing.

b. The hearing officer shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto, or to add any new provisions to this agreement or any amendment or supplement thereto. Rather, the hearing officer is limited to determining guilt or innocence and the appropriateness of the proposed penalty. Should the hearing officer determine that the proposed penalty is inappropriate he/she may impose an alternative penalty.

c. The determination of a hearing officer shall be final and is not subject to the grievance procedure set forth herein. The determination of the hearing officer is to be considered an arbitrator's award and is reviewable in court under Article 75 of the Civil Practice Law and Rules.

8. Suspension Without Pay

1. Pending the hearing and final determination in a disciplinary matter pursuant to Sections E through G above, the unit member against whom the School District seeks to impose discipline may be suspended without pay for up to thirty (30) calendar days if the School District determines that there is reason to believe that the unit member's presence on the job represents a potential danger to person(s) or property or would seriously interfere with operations. Such determination shall be reviewable by the hearing officer to determine whether the School District had a reasonable basis for such determination. Where such a suspension has been imposed, the written notice of discipline will be served within 24 hours thereafter.

2. If in such a case a unit member has been suspended pending the outcome of a hearing and the hearing officer finds that suspension was unwarranted or that the penalty is too severe, the unit member shall be reinstated and compensated for all lost time less any suspension imposed by the hearing officer and less the amount of compensation which he/she may have received from other employment or in the form of any type of state or federal benefits during the period of suspension.

ARTICLE XII

GRIEVANCE PROCEDURE

1. Purpose

The purpose of this grievance procedure is to provide a mechanism for the timely and economical resolution of workplace disputes, and to encourage the parties to resolve disputes by agreement whenever possible.

2. Time Limits

(a) Time limits for the administration of the grievance process are set forth below, but may be extended by mutual agreement. In addition, either the CSEA or the School District may extend one deadline in any single grievance process by 20 days, by giving written notice to the other party within the time provided for the action to be taken by the party which is invoking the 20-day extension.

(b) The parties will exchange such information as is reasonably needed for either party to frame, respond to, or process a grievance.

2. Definitions

“Grievant” means the CSEA, acting on behalf of an individual unit member or a group of unit members.

“Grievance” means a claim either (a) that a unit member or a group of unit members has been treated unfairly or inequitably, or (b) that there has been a violation of this Agreement with respect to a unit member or a group of unit members.

“Written grievance” means a writing signed by at least one unit member claiming to be aggrieved setting forth the following:

(a) The name(s) of the grievant(s).

(b) The date or dates on which the grievance first arose.

(c) The date or dates on which the grievant(s) first became aware of the circumstances giving rise to the grievance.

(d) In the case of a grievance claiming that there has been a violation of this Agreement, identifying the provision(s) of the Agreement claimed to have been violated.

(e) The act(s) or omission(s) giving rise to the grievance and, where known, the name(s) of the person(s) claimed to be responsible for the claimed violation.

“Days” means working days, except as otherwise specifically set forth herein.

3. Stage 1

(a) No later than 15 days after (a) the date on which the grievance first arose, or (b) the date on which the grievant(s) first reasonably knew or should have known about the act(s) or omission(s) giving rise to the grievance (whichever comes later), the CSEA will request a meeting with the Building Principal or the District Office administrator who has the authority to adjust the grievance, with a separate written notice to the Superintendent of Schools that such a meeting has been requested. A grievance not timely presented is deemed to have been waived.

(b) The meeting shall be held within 5 days after the grievance has been presented, and the parties shall discuss the nature of the grievance and determine whether a mutual resolution can be reached. Within 5 days after the meeting, the administrator who has heard the grievance shall inform the CSEA in writing whether (a) the grievance has been denied, or (b) whether the administrator proposes a resolution of the grievance. Any proposed resolution which would modify, vary or amend a provision of this Agreement is subject to the mutual approval of the CSEA Unit President and the Superintendent of Schools.

(c) If a Stage 1 grievance response has not been timely resolved, or if a proposed resolution has been rejected by either the CSEA Unit President or the Superintendent of Schools, the CSEA may move the grievance to Stage 2. The Stage 2 grievance must be initiated within 15 days after the later of (i) the Stage 1 grievance meeting, or (ii) the rejection of a proposed resolution, or the grievance will be deemed to have been waived.

4. Stage 2

(a) A Stage 2 grievance is commenced when the CSEA files a written a written grievance with the Superintendent of Schools.

(b) Within 10 days after the receipt of a Stage 2 appeal, the Superintendent of Schools may request a meeting with the CSEA to discuss the grievance.

(c) The Superintendent of Schools shall transmit a written response to the appeal to the CSEA within 10 days after the receipt of the Stage 2 appeal if no meeting has been requested, and within 10 days after the date of the meeting if a meeting has been held.

(d) If a Stage 2 grievance response has not been timely transmitted, the CSEA may move the grievance to Stage 3.

5. Stage 3

(a) If the CSEA is dissatisfied with the Stage 2 grievance response (or if a timely response has not been rendered), then within 10 days after the receipt of the response or the expiration of the time limit for the response, whichever comes later, the CSEA give written notice to the Superintendent of Schools that it intends to seek review in arbitration.

(b) Unless the parties shall have mutually agreed to some other method of Stage 3 dispute resolution, the CSEA may file a written Demand for Arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration, to be heard and determined by a single Arbitrator.

(c) The Demand for Arbitration shall be filed within 30 days after the receipt of the Stage 2 grievance response or the expiration of the time limit for the response, whichever comes later. If there has not been a timely Demand for Arbitration, the grievance is deemed to have been waived.

(d) The parties shall equally share the fees and hearing expenses of the Arbitrator; *provided, however*, that if either party desires a written transcript of the arbitration proceeding, that party shall bear the expenses of the transcript.

(e) An Arbitrator's decision with respect to an alleged violation of this Agreement shall be binding upon the parties.

(f) An Arbitrator's decision with respect to the alleged unfair or inequitable treatment of a unit member or members which does not involve the determination of an alleged violation of this Agreement shall be advisory only, but the parties agree to give good faith consideration to the findings of the Arbitrator.

ARTICLE XIII **EVALUATION AND STAFF DEVELOPMENT**

A procedure for evaluating the performance of teacher aides will be developed and agreed to between the parties. In order to advance on the salary schedule, an employee must receive an evaluation with a rating of meets District expectations evaluation. An appeals procedure shall be developed that will include an expedited review panel to hear only challenges to "fails to meet District expectations" evaluation resulting in failure to advance on the salary schedule.

The School District will encourage teachers to utilize the evaluation instrument as developed for the aides unit, and to furnish two evaluations per year, one in January and one in June.

The working year will add one composite paid day of staff development activities for unit members, which will be scheduled either as a single additional working day, or as additional working hours over more than one day. Effective July 1, 2023, the District shall be permitted to require employees to attend an additional day of professional development, which can be

scheduled either as a single working day, or as additional working hours over more than one day. The District shall provide at least two weeks advanced notice related to the scheduling of any staff development days made pursuant to this article. Personal time shall not be available to be used on the days/hours the Professional Development days are scheduled, unless the employee is sick. Employees who fail to attend the Professional Development day/hours because they are sick shall be required to submit a doctor's note on the next workday they report to work.

ARTICLE XIV **EFFECTIVE DATE**

Section 1. Duration of Agreement – The term of the Agreement including Appendix A, shall be from July 1, 2019 to and including June 30, 2023.

Section 2. Parties agree that negotiations for a successor agreement will commence no later than April 1 in the last year of the Agreement.

ARTICLE XV **SALARY AND OTHER DIRECT COMPENSATION**

Section 1. The salary schedule for the years beginning July 1, 2023 through June 30, 2027 shall be modified as follows, and as shown on Exhibit A hereto:

- (a) For the contract year commencing July 1, 2023, 2.0% over 2022-2023, effective July 1, 2023.
- (b) For the contract year commencing July 1, 2024, 2.0% over 2023-2024, effective July 1, 2024.
- (c) For the contract year commencing July 1, 2025, 1.6%-2.0% over 2024-2025, effective July 1, 2025. Such percentage shall be determined by CPI in the NY Metropolitan Area (CPI-U) for the 12-month period ending in January 2025.
- (d) For the contract year commencing July 1, 2026, 1.6%-2.0% over 2025-2026, effective July 1, 2026. Such percentage shall be determined by CPI in the NY Metropolitan Area (CPI-U) for the 12 month period ending in January 2026.

Each unit member eligible for step advancement will move one salary step on July 1 of each year until s/he has reached maximum step.

All unit members will receive their paychecks pursuant to direct deposit.

Section 2. A service increment will be paid as follows to unit employees who have completed the requisite years of service in the School District, as set forth below, by June 30 of any fiscal year:

| Years of Service | Increment |
|-------------------------|------------------|
| 10 Years | \$825 |
| 15 Years | \$1,025 |
| 20 Years | \$1,150 |

The service increments are non-cumulative; i.e., an employee who has completed 15 years of service will be paid the 15-year increment only.

Service increment amounts will be paid in a lump sum in the first September payroll after an employee has completed the requisite number of years of service.

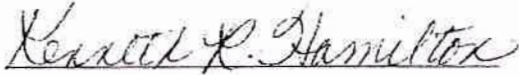
Section 3. Unit members will be paid at their regular daily rates for the following holidays: Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Years Day, Martin Luther King, Jr. Day, Presidents' Day.

In order to be paid for a holiday, unit members must work the day before and the day after the holiday, except however, if a unit member retires on the last working day in December, the unit member will receive payment for the Christmas holiday but not for the New Years holiday.

This agreement represents the entire agreement of the parties.

Board of Education
Edgemont Union Free School District
at Greenburgh
Scarsdale, NY 10583

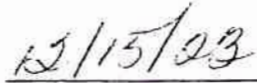
Teacher Aide Section
Edgemont Union Free School
District Westchester Chapter
Civil Service Employees Assoc.
Scarsdale, NY 10583



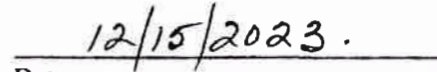
Kenneth R. Hamilton
Superintendent of Schools



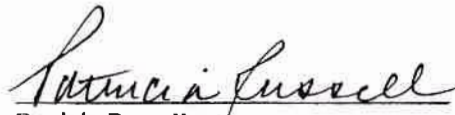
Mariann Pavone
Unit President



Date



Date



Patricia Russell
CSEA Labor Relations Specialist

EXHIBIT A - SALARY SCHEDULE

| Step | 2023-2024 | 2024-2025 | 2025-2026 | | 2026-2027 | |
|------|-----------|-----------|-----------|---------|-----------|---------|
| | 2.0% | 2.0% | 1.6-2.0%* | | 1.6-2.0%* | |
| | | | Minimum | Maximum | Minimum | Maximum |
| 1 | \$18.79 | \$19.17 | \$19.48 | \$19.55 | \$ 19.79 | \$19.94 |
| 2 | \$19.84 | \$20.24 | \$20.56 | \$20.64 | \$ 20.89 | \$21.05 |
| 3 | \$20.37 | \$20.78 | \$21.11 | \$21.20 | \$ 21.45 | \$21.62 |
| 4 | \$20.90 | \$21.32 | \$21.66 | \$21.75 | \$ 22.01 | \$22.19 |
| 5 | \$21.39 | \$21.82 | \$22.17 | \$22.26 | \$ 22.52 | \$22.71 |
| 6 | \$21.92 | \$22.36 | \$22.72 | \$22.81 | \$ 23.08 | \$23.27 |
| 7 | \$22.45 | \$22.90 | \$23.27 | \$23.36 | \$ 23.64 | \$23.83 |
| 8 | \$23.45 | \$23.92 | \$24.30 | \$24.40 | \$ 24.69 | \$24.89 |
| 9 | \$24.38 | \$24.87 | \$25.27 | \$25.37 | \$ 25.67 | \$25.88 |
| 10 | \$25.52 | \$26.03 | \$26.45 | \$26.55 | \$ 26.87 | \$27.08 |
| 11 | \$27.27 | \$27.82 | \$28.27 | \$28.38 | \$ 28.72 | \$28.95 |
| 12 | \$28.92 | \$29.50 | \$29.97 | \$30.09 | \$ 30.45 | \$30.69 |
| 13 | \$29.47 | \$30.06 | \$30.54 | \$30.66 | \$ 31.03 | \$31.27 |
| 14 | \$30.03 | \$30.63 | \$31.12 | \$31.24 | \$ 31.62 | \$31.86 |
| 15 | \$30.61 | \$31.22 | \$31.72 | \$31.84 | \$ 32.23 | \$32.48 |

* For the contract years commencing July 1, 2025 and July 1, 2026, hourly increases will be between 1.6-2.0%. The minimum and maximum rates are listed for illustrative purposes. In these years, actual hourly rates will be provided separately.

| Hourly Stipends | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|-------------------|-----------|-----------|-----------|-----------|
| | 1.6% | 1.6% | 1.6% | 1.6% |
| Computer Lab | \$3.65 | \$3.71 | \$3.77 | \$3.83 |
| Library | \$3.09 | \$3.14 | \$3.19 | \$3.24 |
| Parking Lot | \$3.65 | \$3.71 | \$3.77 | \$3.83 |
| Special Education | \$3.92 | \$3.98 | \$4.04 | \$4.10 |
| Nurse's Aide | \$3.09 | \$3.14 | \$3.19 | \$3.24 |
| Art | \$3.09 | \$3.14 | \$3.19 | \$3.24 |
| ICAP/BIP | \$4.43 | \$4.50 | \$4.57 | \$4.64 |

| Annual Stipends | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|-------------------|-----------|-----------|-----------|-----------|
| Lead Aide | \$1,900 | \$1,900 | \$1,900 | \$1,900 |
| ICAP Trans. Goals | \$500 | \$508 | \$516.13 | \$524.39 |

| Longevity | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|-----------|-----------|-----------|-----------|-----------|
| 10 Years | \$825 | \$825 | \$825 | \$825 |
| 15 Years | \$1,025 | \$1,025 | \$1,025 | \$1,025 |
| 20 Years | \$1,150 | \$1,150 | \$1,150 | \$1,150 |

| Paid Holidays** | | | | |
|-----------------|---------------|--------------|------------------|------------------------|
| Memorial Day | Columbus Day | Veterans Day | Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | New Years Day | MLK Jr. Day | Presidents' Day | |

**In order to be paid for a holiday, unit members must work the day before and the day after the holiday, except however, if a unit member retires on the last working day in December, the unit member will receive payment for the Christmas holiday but not for the New Years holiday.