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#### Contract Database Metadata Elements

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**AGREEMENT**

**BY AND BETWEEN THE**

**BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT**

**AND THE**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**AFSCME LOCAL 1000, AFL-CIO**

**FOR THE**

**BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT UNIT 6909**

**OF**

**FULTON COUNTY LOCAL #818**

**JULY 1, 2017 - JUNE 30, 2020**

7/1/17 - 6/30/20

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## **ARTICLE I / PARTIES**

The parties to this Agreement shall be the Broadalbin-Perth Central School District (hereinafter referred to as the "Employer" or "District") and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO (hereinafter referred to as "CSEA"), for the Broadalbin-Perth Central School District Unit of the Fulton County Local #818.

## **ARTICLE II / RECOGNITION**

The Employer recognizes the CSEA as sole and exclusive representative for all employees in the Unit described in Article III.

## **ARTICLE III / COLLECTIVE NEGOTIATING UNIT**

**Section 1.** Included within the bargaining unit are all full-time and part-time employees. Part-time employees are defined as employees who work three or more hours per day, but who do not work the full amount of time established for their job title in Article XIII.

**Section 2.** Specifically excluded from the bargaining unit are the Superintendent, the Secretary to the Superintendent, the Assistant Superintendent, the Secretary to the Assistant Superintendent, the District Treasurer, the Administrative Assistant for Business, the person performing the functions of Bus Garage Manager, Bus Driver, Mechanic, substitutes, temporary employees, and the Superintendent of Buildings and Grounds.

**Section 3.** When new positions are created, the parties will negotiate their exclusion from or their inclusion within the bargaining unit, except that neither party hereby waives its rights to have an issue of exclusion or inclusion resolved by the Public Employment Relations Board.

**Section 4.** Temporary employees shall not be employed to avoid payment or benefits.

## **ARTICLE IV / PART-TIME EMPLOYEES**

Where part-time employees are granted benefits by this Agreement, such benefits shall be enjoyed on a pro-rata basis. Part-time employees are ineligible for health insurance benefits.

## **ARTICLE V / CSEA RIGHTS**

**Section 1.** The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc. to discuss working conditions of immediate concern with the Superintendent during the Superintendent's working hours.

**Section 2.** The CSEA shall have designated bulletin boards in each building upon which notices and CSEA materials may be posted. Objectionable materials, as determined by the building administrator, shall be removed by the CSEA.

**Section 3.** The CSEA shall have exclusive payroll deduction for membership dues and other authorized deductions for employees and no other organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

## **ARTICLE V / CSEA RIGHTS (CONTINUED)**

**Section 4.** The period of unchallenged representation status for the CSEA shall be the maximum period permitted by law.

### **Section 5. No Strike Affirmation**

The CSEA affirms that it does not assert the right to strike against the Employer and, it shall not cause, instigate, encourage, or condone a strike against the Employer.

### **Section 6. Personal History Folder**

An employee shall have the right, upon reasonable advance request, to examine his personnel file during normal business hours; provided, however, letters of recommendation relating to the employee's employment shall not be available to the employee. The employee shall be entitled to have a CSEA representative present during such review. An employee shall have the right to respond, in writing, to any material in his personnel file which he has a right to review and any such response shall be included in his personnel file. Except as provided above, a copy of any document commenting about an employee's job performance shall be given to the employee at the time such document is placed in the employee's personnel file.

### **Section 7. CSEA Time**

The employer shall grant to the CSEA, as provided herein, a total of five (5) work days of employee organization leave per contract year for the purpose of attending CSEA-sponsored workshops, meetings, conventions, seminars and other related functions. Employee organization leave shall be leave with pay and shall be applicable to normal business hours. Requests for employee organization leave shall be made to the Superintendent with reasonable advance notice of the purpose, dates and time for which leave is requested.

### **Section 8. Board of Education**

A copy of the agenda, as well as approved Board of Education minutes, shall be made available to the CSEA President in the District Central offices.

### **Section 9. Meeting Space**

With prior approval of the Employer, the CSEA shall have the right to use school buildings for meetings at reasonable times without cost.

## **ARTICLE VI / JOB SECURITY**

**Section 1.** A newly hired employee shall serve a six-month probationary period. Such employee shall be either terminated or be made a permanent employee at the end of the six-month probationary period. Termination of an employee during or at the conclusion of the six-month probationary period is hereby specifically excluded from the grievance and discipline procedures.

## **ARTICLE VI / JOB SECURITY (CONTINUED)**

**Section 2.** Employees currently in the bargaining unit who have been employed for six or more months shall be considered permanent.

## **ARTICLE VII / GRIEVANCE PROCEDURE**

### **Section A. Definitions**

1. (a) A contract grievance is a complaint by an employee of an alleged violation, misapplication or misinterpretation of a specific term or provision of this Agreement; provided, however, a claim of unjust discipline shall be processed in accordance with Article XVII, Discipline, of this Agreement and shall not be subject to the grievance procedure contained in this Article.

(b) A non-contract grievance is a complaint by an employee concerning working conditions that are not included in a specific term or provision of this Agreement. A non-contract grievance may be processed up to and including Level Two, but shall not be subject to arbitration.

2. Days shall mean work days of the grievant.

3. Superintendent shall mean the Superintendent of the School District.

4. Grievant shall mean an individual employee, a group of employees, or the CSEA, Inc.

### **Section B. Purpose and Related Matters**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the relationship between the employer and its employees.

2. Nothing contained herein shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with the Superintendent and to resolve the grievance without intervention of the Association.

3. The Employee may withdraw his or her grievance at any stage of the grievance procedure.

4. Notwithstanding any other provision of this Article, a grievant shall not be permitted to allege violations at Level Two or Level Three other than those specified in writing in the grievance filed at Level One.

### **Section C. Procedure - Hearing of Grievances**

1. A grievance must be filed with the Superintendent within ten (10) days after the employee knew or should have known of the act or condition on which the grievance is based. Failure to file within ten (10) days shall result in the grievance being waived.

## **ARTICLE VII / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section D. Procedures - Stages**

#### **LEVEL ONE**

The grievant must submit the grievance, in writing, on a mutually agreed upon form to the Superintendent. A grievance shall identify the specific term or provision of the Agreement or working condition claimed to have been violated. A grievance shall contain a short, plain statement of the grievance, the facts surrounding it and the remedy sought.

The Superintendent shall meet with grievant to resolve the matter. The Superintendent shall have the authority to require the grievant to present pertinent documentation and to present witnesses. The Superintendent shall have the right to conduct an investigation into the matter to the extent that is deemed necessary to resolve the matter. The Superintendent shall, within 10 days after the completion of the hearing and the investigation, notify the grievant, in writing, of his decision.

#### **LEVEL TWO**

(a) If the grievant is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within the five (5) days after the Superintendent's investigation and hearing has been completed, the grievant may, within five (5) days after receipt of the Superintendent's decision or within five (5) days after the time for issuance of the Superintendent's decision has expired, appeal the matter to the Board of Education. Such appeal shall be in writing and shall include a copy of the grievance filed at Level One, a copy of the Level One response and a short, plain statement of the reasons for disagreement with the Level One response.

(b) The Board of Education shall review the grievance file. The review will take place at either a regular or a special Board meeting, in the discretion of the Board, within ten (10) days of receipt of the appeal.

(c) The Board of Education will inform the grievant of its decision, in writing, within fifteen (15) days after the meeting referred to in Level Two (b).

#### **LEVEL THREE**

(a) If the grievant is not satisfied with the disposition of his contract grievance at Level Two, or if no decision has been rendered within fifteen (15) days after the Board of Education meeting at which the contract grievance was reviewed, the CSEA may, within ten (10) days after receipt of the Board's decision or within ten (10) days after the time for issuance of the Board's decision has expired, file for arbitration in accordance with the procedures set forth in the Rules and Regulations of the Public Employment Relations Board, Section 207.4. Notice of intent to proceed to arbitration must be served on the Superintendent within the time limit specified above and must include a proposed statement of the issue to be decided. A non-contract grievance is not subject to arbitration.

## **ARTICLE VII / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section E. Procedures Applicable to Arbitration**

#### **a. Selection of Arbitrators**

1. Selection of arbitrators shall be made pursuant to the procedures set forth in the Rules and Regulations of the Public Employment Relations Board, Sections 207.7 and 207.8.

#### **b. Authority of the Arbitrator**

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement. Where provisions of this Agreement call for the exercise of judgment, the arbitrator shall not substitute his/her judgment for that of the official making such judgment, but shall be confined to a determination as to whether this Agreement has been followed. If the arbitrator determines that this Agreement has not been followed, the arbitrator may fashion an appropriate remedy.

2. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue.

#### **c. Arbitrability**

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall determine initially whether the issue in dispute is arbitrable under the express terms of this Agreement. At the request of either party, such determination shall be made by a written decision and award. Once the arbitrator has determined that the issue is arbitrable in accordance with provisions of this subdivision, the arbitrator shall proceed to determine the merits of the issue.

#### **d. Effect of Decision and Award**

1. The decision and award of the arbitrator shall be final and binding upon the employer, CSEA and the grievant to the extent permitted by provisions of this Agreement and applicable law.

#### **e. Fees and Expenses**

1. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for the cost of preparing and presenting its own case.



## **ARTICLE VII / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section F. Miscellaneous Provisions**

#### **a. Time Limits**

1. All of the time limits contained in this Article may be extended by mutual agreement of the parties. Extensions shall be confirmed in writing by the party requesting the extension. Upon failure of the employer or its representatives to provide a response within the time limits provided in this Article, the grievant may appeal to the next Level. Upon failure of the grievant to file a grievance, grievance appeal or notice of intent to proceed to arbitration within the time limits provided in this Article, the grievance shall be deemed to have been withdrawn.

#### **b. Precedent**

1. Grievances resolved at either Level One or Two shall not constitute a precedent in any arbitration proceeding unless agreed to in writing.

#### **c. Retroactivity**

1. A settlement of, or an arbitrator's decision and award upon, a grievance may or may not be retroactive as the equities of each case may demand, but in no case shall such resolution be retroactive to a date earlier than 20 days prior to the date the grievance was first filed.

## **ARTICLE VIII / SENIORITY, VACANCIES AND PROMOTIONS**

### **Section 1. Seniority**

A. Seniority is a right, based upon total length of service to the employer, accruing to employees included in Article III of the Agreement. Seniority entitles employees to preference in job vacancies, assignments, vacations, layoffs, overtime, transfers and promotions. Preference in job vacancies, assignments, transfers and promotions shall be as provided in Section 3(A).

B. Seniority shall be determined by continuous and uninterrupted service to the employer, within a given job title.

C. The District shall maintain a list of initial employment dates for employees of the bargaining unit and said list shall be available for inspection by the members of the bargaining unit. A listing of title seniority will also be maintained and open for employee inspection.

### **Section 2. Posting of Vacancies and Assignments**

A. All job openings (including temporary positions) shall be posted on all CSEA Bulletin Boards for at least five (5) school days prior to the date upon which selection for the opening is to be made.

## **ARTICLE VIII / SENIORITY, VACANCIES AND PROMOTIONS (CONTINUED)**

### **Section 2. Posting of Vacancies and Assignments**

B. The posting will include the title of the position, job description, salary, time requirements, required qualifications, and, the closing date for applications.

C. Employees who wish to apply for an opening under this section shall be considered only if they file a timely application with the Superintendent.

### **Section 3. Selection**

A. All job vacancies, including assignments, transfers and promotions will be filled by persons possessing the best qualifications as determined by the Superintendent. Where qualifications are equal, seniority shall prevail.

B. An employee who is promoted to a higher job classification shall serve a probationary period of six (6) months. At the end of the probationary period, or earlier if the District so decides, an employee so promoted will be granted permanent status in the position. Should the Superintendent decide that such a probationary employee is not meeting District standards of performance, said probationary employee shall be returned to his/her former position without loss of seniority rights. Said employee shall be returned to the salary level appropriate to the position to which he/she has been returned.

C. 1. An employee who is promoted within the terms of this section shall have the right to return to his/her former position without loss of seniority rights. An employee so returning shall return to the salary level appropriate to his/her former positions.

2. An employee who elects to return as set forth herein (C.1) shall provide the employer with two weeks' notice.

## **ARTICLE IX / LAYOFF AND RECALL**

### **Section 1. Layoffs**

A. Seniority for the purpose of Layoffs shall be computed on the basis of job title.

B. All substitutes, temporary, provisional and probationary personnel within a job title will be laid off before a permanent employee is laid off.

C. An employee whose position is abolished shall be governed by the appropriate provision of the New York State Civil Service Law (Section 80 and 80-a).

An employee whose position is abolished in the non-competitive or labor class shall have the right to displace the least senior employee in a non-competitive or labor title in which she or he has previously served. Upon the exercise of such "bumping rights", the senior employee will be paid the salary of the person displaced.

If a layoff affects permanent employees, such layoff shall take place on the basis of seniority in the job title.

## **ARTICLE IX / LAYOFF AND RECALL (CONTINUED)**

### **Section 2. Recall**

In the event that a job is reinstated within one (1) year of abolition, preference for rehiring will be given to those laid off employees on basis of seniority within the classification at the time of layoff. (Most senior person is first to be called back.)

## **ARTICLE X / TRAINING/PROFESSIONAL DEVELOPMENT**

A. The District, in its discretion, may provide in-service training programs to employees. Such programs may be conducted after employee's regular working hours and may consist of up to five (5) hours of each year of the contract.

Each employee shall participate, without additional compensation, in training sessions as directed by the Superintendent.

B. Professional Development - The District supports the professional development of its employees through both District provided opportunities and outside of District opportunities. Such professional development shall be supported as follows:

- i. Teaching Assistants - the District shall permit Teaching Assistants to participate in any training involving curriculum, or any other topic as approved by the Superintendent of Schools, when such training is provided to the teaching staff. Such training, when provided during the normal work day, shall be without any additional compensation. The District shall provide guidelines for a professional development plan for Teaching Assistants consistent with Education Law or regulation requirements. In addition, the District will reimburse Teaching Assistants for fifty percent (50%) of the tuition cost (based on SUNY rates) of successfully completed job related courses, to a maximum of two (2) courses or six (6) college credits. This is limited to two (2) courses or six (6) college credits per Teaching Assistant during their employment with the District. Any courses or college credits require the prior written approval of the Superintendent of Schools in order to qualify for reimbursement.
- ii. Other members - members, other than Teaching Assistants, may apply to the Superintendent of Schools for reimbursement of tuition or course costs to participate in any training or educational course opportunity occurring outside of the District, provided such training relates to their District employment. Any such training or course requires the prior written approval of the Superintendent of Schools. The District will provide a total commitment of \$500 annually to support this reimbursement for the unit. This is not a per person allocation.

## **ARTICLE XI / LEAVES**

### **Section 1. Sick Leave**

In accordance with their work schedule, full-time ten-month employees shall receive ten (10) sick days per year and full-time twelve-month employees shall receive twelve (12) sick days per year for their first three (3) years of employment with the District. After three (3) years of employment, ten-month employees shall receive twelve (12) sick days per year and twelve-month employees shall receive fifteen (15) sick days per year. Unused sick leave shall be cumulative to 160 days. At the end of each school year, employees who have accumulated more than one-hundred sixty (160) days of sick leave shall be paid for the number of days in excess of one-hundred sixty (160) days at the rate of sixty dollars (\$60.00) per day. The District agrees that the minimum increment for use of sick leave shall be one hour.

#### **Section 1a.**

Sick leave may be used for personal illness and the illness of family members. Family includes Mother, Father, Spouse, Children, Brother, Sister, Grandchildren.

#### **Section 1b.**

Notification of sick leave use shall be made as early as possible to the employee's immediate supervisor.

#### **Section 1c. Section 41J of Retirement and Social Security Law**

Section 41-J of the Retirement and Social Security Law shall apply to unused sick leave at the time of retirement.

#### **Section 1d. Creation of Sick Leave Bank with Language to Consist of the Following:**

##### **SICK LEAVE BANK**

A sick leave bank has been established for unit members who are disabled for an extended period during the school year. The sick bank shall be made up of unused sick days voluntarily contributed by unit members in September of each year.

The granting of such extended leave benefit shall be subject to the following conditions:

1. The Member's accumulated sick, personal, and vacation leave is exhausted.
2. The Member provides the sick bank committee with acceptable medical evidence of the extended nature of the disability. The District may require an examination by another physician.

## **ARTICLE XI / LEAVES (CONTINUED)**

### **THE SICK BANK POLICY IS AS FOLLOWS:**

a. **ADMINISTRATION OF SICK BANK:** A three-person committee shall administer the sick bank program. Two members of the committee will be appointed by CSEA and one member will be appointee by the Superintendent. The committee will accept requests, and rule on their merit, maintain records of accumulation of days and subsequent use, and report to the CSEA and Superintendent annually on the affairs of the Sick Leave Bank. They will also be charged with establishing a procedure whereby unit members can contribute days to the sick bank with an accompanying adjustment in their individual sick leave allotment. A pattern of habitual sick time use may result in refusal of sick bank time. The committee shall have the final say on the distribution of leave from the sick bank which determination shall not be subject to the grievance procedure set forth in this agreement.

b. **ELIGIBILITY**

1. Members in their first year of employment of the CSEA Unit are eligible to receive a maximum of ten (10) days from the sick bank in the course of a school year if the governing conditions are met.

2. Members in their second year of employment are eligible to receive a maximum of fifteen (15) days from the sick leave bank in the course of a school year if the governing conditions are met.

3. Members in their third year of employment are eligible to receive a maximum of twenty (20) days from the sick leave bank in the course of a school year if the governing conditions are met.

4. Members commencing their fourth year of service with the District and those with service beyond four years, are eligible to receive a maximum of thirty (30) days from the sick leave bank in the course of a school year provided the governing conditions are met. Part-time employees may be eligible for prorated benefits. Additional time may be allowed in extreme circumstances.

c. **SOURCE OF SICK BANK DEPOSITS**

**DEFINITION OF DAYS:** Days shall be prorated based upon the work day of an employee (e.g. 3, 6, 6.5, 7, 7.5, and 8 hours).

1. The maximum number of days each unit member may contribute to the sick bank in any school year is three (3).

2. Replenishment of the sick bank will occur when the accumulated hours decreases to 250. At that time all participating members will contribute one (1) additional day.

3. To establish the bank and/or to establish eligibility in the bank, members must contribute two (2) sick days. Participation is purely voluntary.

## **ARTICLE XI / LEAVES (CONTINUED)**

### **GENERAL RULES**

1. Any changes to the rules of the sick bank shall be submitted to the sick bank committee who, in turn, will submit said recommendations to the Superintendent and CSEA for study and possible mutual agreement.
2. Unit members are eligible for sick bank benefits to cover:
  - a. Extended personal illnesses; and/or,
  - b. Catastrophic illness of family. "Family" includes spouse, children, and/or other family members residing in the household. Such use shall be limited to ten (10) days upon the approval by the Sick Bank Committee. Additional time may be allowed in extreme circumstances.

#### **Section 2. Personal Leave**

- a. All twelve-month and ten-month employees shall be granted three (3) personal days per year.
- b. All unused personal days shall be added to the employee's accumulated sick leave provided that the maximum number of cumulative sick days allowed under Section 1 of this Article has not been met. Notification for leave must be submitted 72 hours in advance to the employees immediate Supervisor; members of the CSEA are not eligible for personal days on a day immediately before or after a holiday or vacation, unless approved in advance by the Superintendent of Schools or unless an emergency exists. All personal leaves are to be approved or disapproved by the Superintendent of Schools.

#### **Section 2a.**

Personal leave shall be granted for such business as cannot be conducted outside working hours.

#### **Section 3. Bereavement Leave**

All employees shall receive three (3) days each year, per occasion, to be used due to the death of a member of the employee's "immediate family". "Immediate family" shall include mother, father, sister, brother, husband, wife, child, grandparent, mother-in-law and father-in-law, or other person(s) currently living in the household of the employee.

All employees shall receive up to three (3) days per year due to the death of a sister-in-law or brother-in-law.

#### **Section 4. Jury Leave**

All employees shall be granted their regular rate of pay for such leave. Compensation received for jury duty shall be given to the employer. Mileage allowances shall be kept by the employee.

**ARTICLE XI / LEAVES (CONTINUED)**

**Section 5.      Vacation**

Twelve-month employees shall accrue vacation leave as follows:

Upon completion of one year of service	- 5 days
Upon completion of two years of service	- 10 days
Upon completion of five years of service	- 15 days
Upon completion of eleven years of service	- 16 days
Upon completion of twelve years of service	- 17 days
Upon completion of thirteen years of service	- 18 days
Upon completion of fourteen years of service	- 19 days
Upon completion of fifteen years of service	- 20 days

At least one (1) week of which shall be taken during July or August at the approval of the District. Employees who work less than twelve (12) months do not receive vacation benefits.

**Section 6a.**      Movement on the vacation schedule shall be earned on July 1<sup>st</sup> of the calendar year.

**Section 6b.**      With prior Board of Education approval, vacation time may be used to extend sick leave due to prolonged illness.

**Section 6c.**      Unused vacation leave not to exceed a total of two (2) weeks, may not be accumulated, unless approved in advance by Superintendent of Schools.

**Section 6d.**      Requests for use of vacation time shall be made in writing at least two (2) weeks prior to intended use and must be approved by the Superintendent. An employee who provides such two weeks' notice of intended vacation use shall receive pay for the vacation immediately prior to the start of the vacation.

**Section 6e.**      Seniority shall prevail in vacation scheduling.

**Section 6f.**      An employee who has unused vacation leave at the end of a school year may cash in, annually, unused vacation time up to a maximum of five (5) days per year. Only unused vacation days beyond those days permitted to be accumulated per Section 6c may be cashed in. Employees choosing to cash in vacation days must notify the Superintendent, or designee, in writing by June 1<sup>st</sup> to be paid in June. Payment will be at seventy-five dollars (\$75.00) per each day cashed in.

**Section 7.      Child Care Leave**

1.      An employee may be granted a leave of absence without pay for the purpose of caring for a newborn or newly adopted pre-school child for a period of not more than one year.

## **ARTICLE XI / LEAVES (CONTINUED)**

2. An employee shall be entitled to paid sick leave for periods of illness or disability arising from pregnancy only during the time period for which she receives a physician's certification and only to the extent of the number of sick leave days accumulated. Said employee shall be entitled to commence an unpaid child care leave after such period of disability. During such unpaid child care, the employee shall not be entitled to use paid sick leave.

3. An employee on child care leave must notify the Superintendent 90 days before the expiration of such leave as to whether (s)he is returning to work.

### **Section 8. Holidays**

All 12-month employees shall be granted the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday or Lincoln's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day (and either the day before or the day after)

**Section 8a.** Employees required to work on any of these holidays shall be assigned a compensatory day.

### **Section 9. Workers' Compensation**

Any employee who is injured on the job shall be entitled to use his/her accumulated sick leave during any period of disability. Any Worker's Compensation award received by any employee who is using accumulated sick leave for disability purposes shall be immediately delivered to the office of the Superintendent of Schools, at which time the award shall become District property. Upon receipt of such award, the District shall recredit the employee's available sick leave time on a prorated basis (e.g., an employee who receives 60% of his/her net pay from a Worker's Compensation award which has become the property of the District shall have his/her sick leave recredited at a rate of 60% per day for each day of disability for which the employee has used his/her accumulated sick leave). Once an employee's accumulated sick leave is exhausted, (s)he shall be entitled only to compensation from any sources for which (s)he is eligible.

### **Section 10. Leaves of Absence**

A leave of absence without pay or increment, of no more than one year's duration, will be granted, upon request of the employee and with the approval of the Superintendent and the Board.



## **ARTICLE XI / LEAVES (CONTINUED)**

**Section 10a.** All personal, and/or vacation leave, must be exhausted prior to requesting an unpaid leave of absence. Not more than one unpaid leave of absence will be approved per year.

**Section 11.** All twelve (12) month employees will be granted one (1) floater day to be used during the leap year calendar year.

## **ARTICLE XII / RETIREMENT AND INSURANCE BENEFITS**

### **Section 1. Retirement**

(a) The Employer shall continue the benefits of Section 75-c of the Retirement and Social Security Law for eligible participating employees. Employees participating in these benefits after July 1, 1976, shall contribute in accordance with appropriate legislation.

(b) Effective July 1, 1986, the Employer shall take appropriate action to extend the benefits of Section 75-g of the Retirement and Social Security Law to employees eligible to participate. The Employer shall also provide the death benefit provided in Section 60-b of the State Retirement Plan to all eligible employees.

(c) Teaching assistants shall be members of the New York State Teachers Retirement System and the District agrees to make the required Employer contribution as indicated by an employee's tier membership.

### **Section 2. Hospitalization**

- a. The District shall provide all full-time employees with a health insurance plan selected by the District, with benefits equivalent to those currently being received as of the commencement of any new collective bargaining agreement. Effective July 1, 2011, the plan provided to the members shall be the Fulmont Health Trust Plan PPO-B. If the plan rules permit it, once an employee becomes eligible for the Medicare Advantage Plan (e.g. Medicare PPO 799 Plan, or equivalent), they must participate in the plan.

It is agreed that the District may change health insurance carriers and/or plans during this term of this agreement provided the new insurance plan is comparable to the existing plan. Prior to any proposed change, the District shall notify the Association in writing of the proposed change at least sixty (60) days in advance of any change and provide the opportunity for the Association to review the new plan. Additionally, the parties agree to continue Labor-Management discussions initiated by the Superintendent in 2017 relative to identifying new health insurance plan(s) and programs that would be beneficial to both the District and the Association.

**ARTICLE XII / RETIREMENT AND INSURANCE BENEFITS (CONTINUED)**

- b. The District shall also provide an HMO plan offered by another provider.

Eligible employees shall be offered health insurance at the following contribution rates: For employees hired prior to July 1, 1995, the District shall pay 100% of the premium for individual coverage and 50% of the premium for dependent coverage with the remaining 50% paid by the employee through payroll deduction. For employees hired on or after July 1, 1995, the District shall pay 80% of the premium for individual coverage and 50% of the premium for dependent coverage with the remaining percentages being paid by the employee through payroll deduction. Part-time employees are not eligible for health insurance coverage.

- c. Employees receiving a Health Insurance Reimbursement Account (HRA) as of June 30, 2011 shall continue to receive such HRA as set forth herein and consistent with any law or regulations applicable to HRA's. The amount of this HRA shall be annual amount of \$500 for the duration of their employment. Any unused portion of an HRA in one year shall rollover to the next year. Any accrued amount for an employee shall be paid or otherwise provided to the employee upon their separation/retirement from employment consistent with any legal requirements.
- d. Internal Revenue Code 125 Plan - Unit members shall be offered inclusion in the District's Internal Revenue Code 125 Plan.
- e. Insurance Waiver - CSEA employees who are participating in the Board health insurance plan ("the plan") shall be eligible for a yearly stipend of \$1,000 in return for waiving coverage under the plan for the current school year. To be eligible for the yearly stipend of \$1,000 in return for waiving coverage, a person must demonstrate that he/she has health insurance coverage from another source.

Any eligible member desiring to exercise this option must notify the business administrator in writing on or before June 1. The stipend for waiving insurance coverage shall be paid as follows: 50% (i.e., \$500) to be paid on or about October 15 of each year and 50% (i.e., \$500) to be paid on or about March 15 of each year a waiver of coverage is claimed.

Any member who has waived health insurance coverage pursuant to this Article and subsequently elects to have such coverage reinstated shall notify the business administrator in writing. The Board shall make an immediate request to the carrier for reinstatement. Carrier has final say on whether to permit inclusion. If reinstatement is granted, the unit member shall reimburse the Board, on a pro-rata basis, 1/12 for each month remaining in the school year in which the reinstatement becomes effective. Such reimbursement may be collected by the Board through payroll deductions.

The District and the CSEA agree to continue discussion relative to increasing the amount of the stipend for employees who participate in the waiver program. Revisions to the clause, will be modeled after any language change to a similar clause between the District and the Broadalbin-Perth Teachers Association, and will be agreed upon through a memorandum of agreement.

## **ARTICLE XII / RETIREMENT AND INSURANCE BENEFITS (CONTINUED)**

- f. Retirees - The District shall pay fifty-five percent (55%) of the cost of the individual health insurance premium for a retired employee and forty percent (40%) of the cost of the retired employee's dependent health insurance premium.

The plan offered to retirees will be the same as provided to active members at the time of the member's retirement as such plan may later be changed by the terms of this Agreement or by negotiations for subsequent agreements for active employees.

Only dependants consisting of a spouse and dependent children the unit member has at the time of retirement are eligible for dependent coverage under this provision. This provision shall not apply to retirees who adopt or gain custody of grandchildren while in retirement.

Eligible retirees, age 65 or older, shall be required to select the Medicare Advantage Plan (Medicare PPO 799 Plan, or its equivalent). Prior to reaching required Medicare eligible age and required enrollment in the Medicare 799 Plan (or its equivalent), the retiree may opt to switch health insurance plans to plans of equal or less cost to the District as per Article XII Section 2 during an open enrollment period as designated by the health insurance carrier. The District agrees for retirees who retire on or after July 1, 2011, the retiree shall not be required to make a contribution towards health insurance premium in the first year of retirement. Thereafter, the retiree shall be required to contribute as set forth above.

- g. In the event that Federal or State legislation, rules, and/or regulations issued in relation to the Patient Protection and Affordable Care Act (PPACA), the Health Care and Education Reconciliation Act of 2010 (HCERA) and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided in this agreement, either party may reopen negotiations on the issues of health care, upon ten (10) days written notice. The parties hereby agree that while negotiations are pending, the District may implement changes necessary to comply with Federal and/or State laws, rules, and regulations after prior written notice to the Association.

### **Section 3. Unused Sick Leave at Retirement**

An employee who retires with ten (10) or more years of continuous service to the District and who retires in accordance with the rules and regulations of the applicable New York State Retirement System (with or without penalty) shall be paid \$60.00 for each day of sick leave unused as of the effective date of their retirement, up to a maximum of one-hundred sixty (160) days. Such payment shall be made on the date the employee's retirement becomes effective.

**ARTICLE XIII / WORK SCHEDULE BY JOB TITLE**

**Section 1.**

**Mechanic's Helper**                      8 hours/day, 40 hours/week  
12 months/year  
Lunch period - 1 hour  
52 weeks x 40 hours/week = 2080 hours

**Section 2.**

**Maintenance Mechanic**                      8 hours/day, 40 hours/week  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

**Part-Time Custodial Worker**                      4 hours/day, 20 hours/week during school  
8 hours/day, 40 hours/week summer  
12 months/year  
Lunch period - ½ hour  
42 weeks x 20 hours + 10 weeks x 40 hours = 1240 hours

**Part-Time Custodian**                      4 hours/day, 20 hours/week during school  
8 hours/day, 40 hours/week summer  
12 months/year  
Lunch period - ½ hour  
42 weeks x 20 hours + 10 weeks x 40 hours = 1240

**Custodial Worker**                      8 hours/day, 40 hours/week  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

**Custodian**                      8 hours/day, 40 hours/week  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

**Custodial/Bus Driver**                      8 hours/day, 40 hours/week  
12 months  
Lunch period ½ hour  
52 weeks x 40 hours/week = 2080 hours

Titles in Section 1 and 2 above: Employee hired on or after July 1, 2017 may be hired by the District for a five (5) day work week which includes one or both weekend days (e.g. Tuesday-Saturday or Wednesday-Sunday) as their regular work week. Employees who are employed as of June 30, 2017 may voluntarily request to work any such work schedule that includes a weekend. Should they do so, they will no longer have the right to only be assigned to a Monday-Friday work week schedule.

**ARTICLE XIII / WORK SCHEDULE BY JOB TITLE (CONTINUED)**

**Section 3.**

**Food Service Helpers**

7 hours/day, 180 days x 7 hrs = 1260 hours  
6 ½ hours/day, 180 days x 6 ½ hrs = 1170 hours  
6 hours/day, 180 days x 6 hrs = 1080 hours  
5 hours/day, 180 days x 5 hrs = 900 hours  
3 hours/day, 180 days x 3 hrs = 540 hours  
Work year based on school calendar  
180 days x 6 hours/day = 1080 hours

**Cook**

6 ½ hours/day  
180 days x 6 ½ hours/day = 1170 hours

**Cook Manager**

6 ½ hours/day  
180 days x 6 ½ hours/day = 1170 hours

Titles in Section 3 above: On any day in which school is delayed by one or two hours due to emergency conditions (e.g. weather), any food service helper employed for six (6) or more hours per day and any cook, who report for work, will receive an additional hour or two hours of pay depending on the length of the delay in addition to their normal pay.

**Section 4.**

**Office Personnel**

a) Work year based on school calendar  
Lunch period - ½ hour  
180 days x 7 hours/day = 1260 hours

b) Guidance Secretaries  
8 hours/day  
Work year of 12 months  
Lunch Period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

c) Typist/Secretary  
8 hours/day  
Work year of 12 months  
Lunch Period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

d) Typist/Secretary  
8 hours/day Work year of 11 months  
Lunch period - ½ hour  
200 days x 8 hours/day = 1600 hours

**ARTICLE XIII / WORK SCHEDULE BY JOB TITLE (CONTINUED)**

e) Stenographer  
Work year of 12 months  
8 hours/day  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

**Section 5.**

**HS/Primary Nurse**

8 hours/day  
Work year based on school calendar  
Lunch Period - ½ hour  
182 days x 8 hours/day = 1456 hours

**MS/Intermediate Nurse**

8 hours/day  
Work year based on school calendar  
Lunch period - ½ hour  
182 days x 8 hours/day = 1456

Summer work - Nurses shall be required, as determined by the Superintendent of Schools, or his/her designee, to work up to five (5) days during the summer for which they shall receive their hourly rate of pay. The days to be worked shall be worked out between the Nurse and the building Principal. In absence of agreement, the Superintendent shall determine the days.

**All School Nurses**

Charge Nurse stipend - an annual stipend of \$3,000 shall be paid to the Charge Nurse for the duties associated with supervising the nursing staff of the District. This shall be an annual appointment made by the Superintendent of Schools who shall have the discretion to determine who shall perform this function. There will only be one (1) Charge Nurse in the District.

**ARTICLE XIII / WORK SCHEDULE BY JOB TITLE (CONTINUED)**

**Section 6.**

**Monitor/Clerk/Aide**                      7.5 hours/day  
Work year based on school calendar  
Lunch period - ½ hour  
182 days x 7.5 hours/day = 1365 hours

**Section 7.**

**Teaching Assistant**                      7.5 hours/day  
Work year based on school calendar  
Lunch Period - ½ hour  
182 days x 7.5 hours/day = 1365 hours

Teaching Assistants shall be provided a 30-minute planning period or two (2) fifteen (15) minute breaks each day. The District shall determine when the 30-minute planning period or the breaks shall commence and when it shall terminate.

**Section 8.**     Nothing in this Article shall be interpreted to restrict the District's right to abolish any position(s) or reduce the number of hours of any of the positions listed in this Article. If the Districts proposed budget includes a reduction in bargaining unit positions, employees affected by the proposed budgetary reduction shall be notified no later than April 1<sup>st</sup> that their position may be eliminated or reduced.

**Section 9.**     The District shall notify CSEA, Inc. and the affected employees at least two weeks prior to the implementation of any scheduled changes.

**Section 10.**    There will be 177 instructional days or 178 instructional days if there is one (1) unused snow day

**Section 10.1**    There will be four (4) snow days

**Section 10.1.1** If there is one (1) unused snow day, it will become an instructional day

**Section 10.1.2** If there is one (1) unused snow day, 180, 182, and 200 day employees, will receive a floater day to be used by June 30<sup>th</sup> of the school year in which it is given.

**ARTICLE XIV / OVERTIME**

**Section 1.**     It is recognized that from time to time there will be situations requiring overtime work. The CSEA will assure that employees will be available to work overtime as required and as needed.

**Section 2.**     Overtime will be scheduled by the Employer. Overtime will be scheduled based upon the skill required to fit the overtime situation. The employer shall rotate assignment of overtime by seniority and shifts.

**ARTICLE XIV / OVERTIME (CONTINUED)**

**Section 3.** Employees will be paid at their regular rate of hourly pay for all hours worked up to and including forty (40) hours in a calendar week, and time and one-half for all hours worked over forty.

**ARTICLE XV / COMPENSATION**

**Section 1.**

- a) 2017-2018: The base salary rate for a member and the starting rates in Appendix A shall be increased by three and one-quarter percent (3.25%) effective July 1, 2017.
- b) 2018-2019: The base salary rate for a member and the starting rates in Appendix A shall be increased by three and one-quarter percent (3.25%) effective July 1, 2018.
- c) 2019-2020: The base salary rate for a member and the starting rates in Appendix A shall be increased by three and one-quarter percent (3.25%) effective July 1, 2019.

**Section 2.** Salary Adjustment

The District shall pay Teaching Assistants used in a substitute teaching capacity the full non-certified teacher substitute rate for a full day of work or the Teaching Assistant's regular salary, whichever is higher. Commencing February 2, 2015, the District shall pay Teaching Assistants a stipend of \$40 per day when he/she is required to fulfill duties of an absent teacher for at least half a day.

**Section 3.** Salary Adjustment

A Teaching Assistant used in a long term per diem substitute teaching capacity shall receive the substitute rate for non-certified per diem substitutes or the Teaching Assistant's regular salary, whichever is higher (i.e., the non-certified substitute teacher rate for the first ten (10) days in a continuous assignment and \$80 per day for the 11<sup>th</sup> day and each day thereafter in such continuous assignment).

The District shall have the discretion to designate one or more certified employees to perform the duties required with respect to the certified areas of confined spaces, pesticides and asbestos. Each employee so designated shall be paid a \$100 stipend for each certified area to which (s)he is designated.

**Section 4.** Longevity

Effective July 1, 2017 longevity shall be:

<u>Years of Service</u>	<u>Longevity Payment</u>
5-9	\$600
10-14	\$750
15-19	\$900
20-24	\$1050
25 and beyond	\$1100



## **ARTICLE XV / COMPENSATION (CONTINUED)**

The longevity payment is an annual bonus to be paid in addition to employee salaries. The longevity payment will not be incorporated into employee base salaries. While an employee earns his/her longevity bonus payment as of the completion of the required years of service on their date of hire, the payment will be made in January for those employees who earn it in the July 1 through December 31 period and in June for those employees who earn it in the January 1 through June 30 period (beginning July 1, 2018).

**Section 5.** The District shall pay a substitute Custodial Worker used on a long-term basis (i.e. more than thirty (30) days of continuous service) the starting pay salary of a Custodial Worker. The substitute Custodial Worker must work thirty (30) continuous days and, if the substitute work continues on a daily basis, the substitute Custodial Worker will be appointed as a full-time employee and will earn starting pay salary and benefits. The employee will be paid retroactively for the first thirty (30) days of substitute work and continue to earn the starting pay and salary for the duration of full-time status. If appointed to full-time status, the thirty (30) days of accrued employment will count toward the employee's probationary period.

**Section 6.** The District agrees to implement a pre-approved In-Service Credit Program for all CSEA members. Credits earned after July 1, 2008 (15 hours of in-service paid as 1 hour of in-service credit) will be paid at a rate of \$30 per hour above the employee's annual salary.

**Section 7.** Requisition Entry Stipend – The Superintendent may assign to one secretary/typist per building the task of entry of requisitions from the buildings or departments into the District's electronic data system. The employee so assigned the duty shall receive an annual stipend of \$1200. The assignment is made on an annual basis and shall be determined by the Superintendent.

**Section 8.** Chaperone – Members of the bargaining unit performing chaperone duty shall receive the same rate as is paid to teachers.

## **ARTICLE XVI / MISCELLANEOUS**

### **Section 1. Out-of-Title Work**

Employees assigned duties in a higher job classification shall be paid the higher rate of pay beginning with the first complete day of such assignment and continuous thereafter.

### **Section 2. Labor-Management Committee**

The parties hereto will establish a committee comprised of the Superintendent or his designee and two (2) members selected by the CSEA. The committee will meet from time to time to discuss matters of mutual concern to the parties.

### **Section 3. Shift Differential**

Second shift - 10:30 AM - 7:00 PM = 4%  
Third shift - 2:00 PM - 10:30 PM = 8%

## **ARTICLE XVI / MISCELLANEOUS (CONTINUED)**

Effective July 1, 2000, the parties agree that the employees moving from night to day shift shall continue to receive the salary differential, after serving one (1) continuous year of night shift duty. No employee shall be eligible to receive more than one shift differential, even if an employee later returns to a night shift duty.

Available day cleaners and custodian shifts shall first be offered to the most senior evening and night shift volunteer by title. If an evening or night shift employee volunteers, they will be permitted to work the day shift, provided that such a shift exchange does not cause unauthorized overtime. Should no evening or night shift employee volunteer to work the available day shift, the District shall be able to offer the available shift to a non-cleaner or Custodian position, or substitute cleaner or Custodian, qualified to perform the duties required.

### **Section 4. Physical Examination**

Employees required by the employer to take physical examinations shall do so at the employer's expense, provided that the employee agrees to be examined by the school physician.

### **Section 5. Accidents**

All job-related accidents and injuries on school property must be reported to the School Nurse and Business Office as soon as possible. It will be the individual's responsibility to report such injuries.

### **Section 6. Seniority Roster**

A seniority roster shall be prepared by the Unit President and such roster shall list all the employees in the bargaining unit in accordance with seniority on a job title basis.

### **Section 7. Call-in Pay**

Employees called in to start and finish work after the end of their normal work day shall be guaranteed (a) travel time; (b) actual time worked; and (c) one hour of inconvenience pay. "End of normal workday" applies when an employee who has left work for the day and is required to return after having left the work location. This differs from an extension of the workday, which is overtime.

### **Section 8. Uniforms**

Each custodian, maintenance mechanic, custodial worker, and cleaner shall receive a uniform allowance of three hundred (\$300). Uniforms purchased will consist of a blue shirt and blue jeans. Identification badges shall be worn at all times. Each food service employee shall receive a uniform allowance of one hundred thirty-five (\$135) dollars. Clothing worn by each food service worker will be appropriate for kitchen work; shirts and/or aprons will contain no print or graphics with the exception of the school's or person's name. Blue jeans are considered appropriate attire for kitchen work. The District, at its expense, shall also provide and maintain uniforms for Mechanics. Each employee receiving a uniform allowance and each employee to whom a uniform is provided by the District shall wear his/her uniform on a daily basis while school is in session. Any employee who fails to wear such uniform shall be subject to discipline.

**ARTICLE XVI / MISCELLANEOUS (CONTINUED)**

**Section 9. Snow Days**

**Section 9.1** All 12-month custodial staff members are required to work on snow days, following notification through the use of the Buildings and Grounds phone tree, according to the following schedule:

Day shift: 6:00 AM through the completion of assigned work or 12:00 noon, whichever is later.

Evening shift: 8:00 AM through the completion of assigned work or 2:00 PM, whichever is later.

In addition, some staff may be called for overtime prior to, or after, their assigned shift according to the weather condition and needs of the District.

**Section 9.2** Twelve-month school secretaries/typists shall report to work during any weather caused delayed opening of school as soon as safely practical without charge to leave credit. If school closes due to inclement weather, twelve-month school secretaries are expected to report to work six (6) hours on a day school is closed, and suffer no loss of pay; however, they may elect not to report and charge accrued leave time (e.g. vacation, personal, or sick).

**Section 9.3 Fingerprinting** - All new hires will be reimbursed fingerprinting fees after completion of their probationary period.

**Section 9.4 Time Management Systems and Payroll Checks** - The District may implement a time management system for members. The District agrees to consult with CSEA on the guidelines of implementation as a system is introduced. The parties agree to the following conditions for initial implementation of such a system (more may be discussed as a part of the above consultation):

- A. Use of such system for the 2014-2015 school year shall be as a pilot program to provide each party with actual experience with the new system to allow for discussion of any issues that arise;
- B. While employees are expected to arrive at work in a timely manner and stay until the end of the shift, for time keeping purposes, there shall be a seven (7) minute window either way of an employee's start or end time;
- C. Employees will not be required to utilize the system for meal or break times;
- D. Provided an employee has received prior approval from a supervisor to work beyond his/her regular hours, the employee will be paid for all time worked;
- E. The District shall consult with the Association as a part of the implementation of the new system on the location(s) at which employees may log in and out of the system; and,
- F. The District may utilize data from such a system in a disciplinary process.

**Section 10. Hold Harmless**

The District and the Association further agree, with respect to former employees of the Perth Central School District, that:

## **ARTICLE XVI / MISCELLANEOUS (CONTINUED)**

- a) Employees with at least two (2) years of service but less than seven (7) years of service will continue to annually receive ten (10) days of paid vacation leave.
- b) Employees who contribute one-third (1/3) of the cost of health insurance coverage shall continue to do so. Employees who are exempt from contributing to the cost of dependent health insurance coverage shall continue to be.

**Section 11.** Parity for chaperon activities as assigned by District.

### **Section 12. Teacher Assistant Evaluation**

**Section 12.1.** Teacher Assistants are eligible for tenure after successfully completing a three-year probationary appointment.

**Section 12.2.** Teacher Assistants, while on a probationary appointment, will be subject to one (1) supervisory visit from the building administrator per year. Notes from the observation shall be written, utilizing the form mutually agreed upon by the District and the CSEA. In addition, the form shall be shared with the employee and placed in his/her personnel file.

**Section 12.3.** Each Teacher Assistant, shall receive a yearly summative evaluation from the building administrator, utilizing the form mutually agreed upon by the District and the CSEA.

**Section 13. Dependent Tuition Benefit** The children of members who are non-residents of the School District are permitted to attend school in the School District on a tuition free basis. The School District shall not be responsible for transportation of non-resident children.

### **Section 14. Recoupment of Monies**

**Section 14.1.** When an employee owes monies to the District, due to the overpayment of monies, the failure of the District to make necessary payroll deductions, or due to other reasons, the employee shall be notified in writing, with a copy to the Union, of the amount owed and the reason. The employee may object by appealing to the Superintendent, in writing, within ten (10) calendar days of receipt of the notice of monies due. Upon request of the employee, the Superintendent shall hold a meeting with the employee in order to verify that the employee owes the monies and to verify the amount owed. Upon employee request, the employee shall be entitled to union representation at the meeting.

**Section 14.2.** Where it is determined that an employee owes monies to the District, the employee may elect to pay back said monies by payroll deduction, or pay the amount directly, or any combination thereof, all subject to any limitations of law. Any balance owed shall be paid by payroll deduction or direct repayment on a schedule developed by mutual agreement between the employee and the District which is reasonable under the circumstances, including, but not limited to, consideration of the amount to be paid. In no circumstance, shall such payment or salary deduction cause the employee to earn less than fifty percent (50%) of their gross earnings in a pay period. The final agreement must be reduced to writing using a District approved form. Once an employee reaches such a written resolution, said election is irrevocable for the monies owed.

## **ARTICLE XVII / DISCIPLINE**

### **Section 1. Purpose**

a. Permanent employees (i.e. other than probationary, temporary, and provisional), excluding Teacher Assistants, shall be disciplined in accordance with the procedures set forth in this Article. When the District seeks to impose a penalty of termination, it shall be submitted to the grievance procedure as set forth below and the employee may not be terminated except for just cause. If the District seeks a penalty of less than termination, such discipline shall be in accordance with Sections 75 and 76 of Civil Service law. Teaching Assistants are subject to, and any discipline would be in accordance with, Education Law Sections 3031 and 3020a, or other sections applicable to certified Teaching Assistants, and shall not be governed by the disciplinary procedures set forth in this Agreement.

b. The purpose of the Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the Superintendent, or designee, is encouraged to resolve matters of discipline informally; provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the Superintendent, or designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

### **Section 2. Definitions**

a. **"Discipline"** shall be defined as the imposition of a penalty by means of the procedure specified in Section 4.

b. **"Days"** shall mean working days, Monday through Friday, excluding holidays.

c. **"Service"** shall mean the act of delivering, in accordance with provisions of the Article, a notice of discipline. Service shall be effective at the time of personal service or, in the event of mailing, which shall be by both regular and certified mail, return receipt requested, five (5) days from the date of the regular mailing of the notice of discipline, the person's signature accepting such delivery, or the date the unclaimed letter is returned to the Superintendent, whichever is later.

d. **"Party"** shall mean the District and either the employee upon whom discipline is sought to be imposed or the employee's representative selected pursuant to Section 8 of this Article.

### **Section 3. Applicability**

Excluding employees otherwise covered by Education Law 3031 and 3020a, this article replaces Civil Service Law Sections 75 and 76 for disciplinary cases where the District seeks to dismiss an employee from employment with the District (i.e. termination). In instances when the District seeks to impose a penalty less than termination, such as imposing a monetary fine, suspension without pay, demotion, or other similar penalties less than dismissal, Civil Service Law Sections 75 and 76 shall govern.

In no case shall the provisions of this Article apply to employees serving in provisional, temporary or probationary appointments, which may be terminated or otherwise disciplined at any time.

## **ARTICLE XVII / DISCIPLINE (CONTINUED)**

### **Section 4. Disciplinary Procedure**

a. When the District proposes a penalty of dismissal/termination from employment, it may only be imposed for just cause in accordance with the provisions set forth below. When the District seeks a proposed penalty less than dismissal/termination from employment, it shall be governed in accordance with Section 75 and 76 of Civil Service Law. Where the Superintendent, or designee, seeks to impose discipline with any proposed penalty, notice of such discipline, including the penalty sought, shall be made in writing and served upon the employee in person or by both regular mail and by certified return receipt requested mail to the employee's address of record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times and places.

b. The penalty of termination may not be implemented until the employee (1) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline, or (2) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled. A penalty less than termination may not be implemented until the employee (1) fails to file a challenge to the proposed penalty within ten (10) days of service of the notice of discipline, or (2) until a penalty has been imposed by the Board of Education in accordance with Civil Service Law Sections 75 and 76, or (3) until the matter is settled.

c. When the District seeks the penalty of dismissal/termination from employment, the employee, or the employee's union representative, may file a disciplinary grievance to challenge such dismissal/termination ("disciplinary grievance") which shall be filed with the Superintendent, or designee, in person or by both regular and certified return receipt requested mail within ten (10) days of the date of service of notice of discipline. Appeals of notices of discipline where the District seeks a penalty less than dismissal/termination from employment shall be governed by Civil Service Law Sections 75 and 76 and an employee challenging such penalty shall file a written notice of such challenge ("challenge") with the Superintendent, or designee, in person or by regular mail and certified return receipt requested mail within ten (10) days of the date of service of the notice of discipline. The failure of the employee to timely respond to the notice of discipline by filing a disciplinary grievance or challenge within this time period shall constitute an acceptance of the penalty proposed in the notice of discipline.

d. Following the timely filing of a disciplinary grievance or challenge, the employee, or the employee's representative, shall be entitled to the opportunity for a meeting to present the employee's position to the Superintendent, or designee, within ten (10) days of the date of filing of the disciplinary grievance or challenge to a notice of discipline with a penalty less than termination.

e. If the disciplinary grievance or challenge is not settled or otherwise resolved at the above meeting, or such meeting is not requested or held, it may be appealed to disciplinary arbitration by the employee, or the employee's representative, within ten (10) days of the date of the meeting or the expiration of the ten (10) day period for a meeting, whichever occurs later. Notice of appeal to disciplinary arbitration or challenge to Sections 75 and 76 shall be served in person or by both regular mail and certified return receipt requested mail, upon the Superintendent, or designee.

## **ARTICLE XVII / DISCIPLINE (CONTINUED)**

f. Selection of a disciplinary arbitrator shall be made pursuant to the procedures set forth in the Rules and Regulations of the Public Employment Relations Board. A disciplinary proceeding pursuant to Civil Service Law Sections 75 and 76 shall proceed in accordance with those sections.

g. The disciplinary arbitrator shall hold a hearing within 10 days of appointment, or as soon thereafter as practical, or within such other period as may be mutually agreed upon by the parties, recognizing, however, that except in unusual circumstances a hearing should be concluded within 30 days of the appointment of the arbitrator. The disciplinary arbitrator shall render a decision within five (5) days of the close of the hearing, or within five (5) days after receipt of the transcript, if either party elects a transcript, or within such other time as may be mutually agreed upon by the parties.

h. Either party wishing a transcript of a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator; provided, however, the decision to make a transcript must be announced at the beginning of the hearing and the transcript must cover the entire hearing, not just a portion thereof. Delays in the preparation of a transcript shall not constitute a basis for delays in scheduling hearing dates.

i. The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of dismissal/termination from employment. In the event an arbitrator finds the employee guilty of misconduct/incompetence but seeks to impose a penalty less than dismissal/termination from employment, the arbitrator may consider imposing penalties less than dismissal/termination from employment consistent with just cause. The disciplinary arbitrator may consider issues of timeliness but shall not consider alleged violations of provisions of this Agreement, which shall be subject only to the provisions of Article VII, Grievance Procedure, of this Agreement. The disciplinary arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence and penalty shall be final and binding on both parties, subject to either party's right to appeal in accordance with CPLR Article 75, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including ordering reinstatement and back pay for all or part of the period of suspension. The disciplinary arbitrator may consider any prior unpaid suspension in determining the penalty to be imposed.

j. All fees and expenses of the arbitrator, if any, shall be divided equally between the District and CSEA or the employee if not represented by CSEA. Each party shall bear the cost of preparing and presenting its own case.

### **Section 5. Settlements**

A disciplinary grievance or challenge may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have a union representative present before agreeing to the settlement.

## **ARTICLE XVII / DISCIPLINE (CONTINUED)**

### **Section 6. Suspension and Notice of Discipline**

Prior to issuing a notice of discipline seeking any penalty, an employee may be suspended, with pay, by the Superintendent, or designee. Once a notice of discipline has been served, the Superintendent, or designee may suspend an employee without pay for a period not to exceed thirty (30) calendar days if he/she reasonably determines that the employee's continued presence on the job represents a protentional danger to persons or property or would interfere with operations.

### **Section 7. Representation**

An employee may represent himself/herself or be accompanied for purposes of representation by CSEA at any stage of the disciplinary procedure contained in this Article. An employee may elect to retain private counsel to represent him/her at any stage of the disciplinary procedure contained in this Article and CSEA's continued role, if any, will be determined by CSEA. Such waiver shall be signed by the employee on a form provided by CSEA with a copy being provided to the Superintendent.

### **Section 8. Limitation**

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than eighteen months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

### **Section 9. Miscellaneous Provisions**

- a. All disciplinary grievances, responses and appeals to disciplinary arbitration, shall be transmitted in person or by both regular mail and certified return receipt requested mail.
- b. In the event of a question of timeliness of any disciplinary grievance, response, or appeal to disciplinary arbitration, the date of delivery in person or, if mailed, five (5) days from the date of the regular mailing of the notice of discipline, the person's signature accepting such delivery, or the date the unclaimed letter is returned to the Superintendent, whichever is later.

## **ARTICLE XVIII / SAVINGS CLAUSE**

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such article, section or portion specified in such decision or having such effect shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect.



**ARTICLE XIX / LEGISLATIVE ENACTMENT**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE XX / TERM OF AGREEMENT**

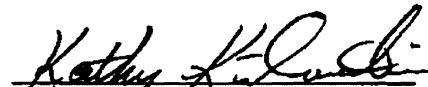
This Agreement shall become effective on July 1, 2017, and shall continue in full force and effect up to and including June 30, 2020, and thereafter from year to year until a successor agreement is executed.

FOR THE DISTRICT



Stephen Tomlinson  
Superintendent  
Broadalbin-Perth Central School District

FOR CSEA



Kathy Kilgartin  
President, CSEA  
Broadalbin-Perth Central School District Unit



Edward Herbert, CSEA LRS

DATED: 1/23/18

DATED: \_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULE**  
**2017 - 2020**

<b><u>TITLE</u></b>	<b><u>17-18</u></b>	<b><u>18-19</u></b>	<b><u>19-20</u></b>
<b>CUSTODIAL WORKER</b>	<b>12.84</b>	<b>13.26</b>	<b>13.69</b>
<b>CUSTODIAN</b>	<b>13.15</b>	<b>13.58</b>	<b>14.02</b>
<b>CUSTODIAN/BUS DRIVER</b>	<b>16.13</b>	<b>16.65</b>	<b>17.19</b>
<b>TYPIST</b>	<b>13.05</b>	<b>13.47</b>	<b>13.91</b>
<b>SR. TYPIST</b>	<b>13.45</b>	<b>13.89</b>	<b>14.34</b>
<b>STENOGRAPHER</b>	<b>15.59</b>	<b>16.10</b>	<b>16.62</b>
<b>MONITOR/CLERK/AIDE</b>	<b>12.65</b>	<b>13.06</b>	<b>13.48</b>
<b>FOOD SERVICE HELPER</b>	<b>12.30</b>	<b>12.70</b>	<b>13.11</b>
<b>COOK</b>	<b>13.31</b>	<b>13.74</b>	<b>14.19</b>
<b>COOK MANAGER</b>	<b>16.34</b>	<b>16.87</b>	<b>17.42</b>
<b>NURSE (LPN)</b>	<b>23.27</b>	<b>25.09</b>	<b>25.91</b>
<b>NURSE (RN)</b>	<b>23.27</b>	<b>27.22</b>	<b>28.10</b>
<b>GROUNDKEEPER</b>	<b>14.53</b>	<b>15.00</b>	<b>15.49</b>
<b>MAINTENANCE MECHANIC</b>	<b>22.10</b>	<b>22.82</b>	<b>23.56</b>
<b>TEACHER ASSISTANT</b>	<b>14.13</b>	<b>14.59</b>	<b>15.06</b>
<b>OCCUPATIONAL THERAPIST ASST.</b>	<b>23.27</b>	<b>24.03</b>	<b>24.81</b>
<b>PHYSICAL THERAPIST ASST.</b>	<b>23.27</b>	<b>24.03</b>	<b>24.81</b>

Titles of Stenographer and Custodian/Bus Driver shall be deleted once such titles become vacated by current incumbents.