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Contract Database Metadata Elements

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Union: **Putnam Valley Central School District Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

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Putnam Valley Central School District
And Csea Local 840 (Non-
Instructional Unit)

AGREEMENT

by and between the

**PUTNAM VALLEY
CENTRAL SCHOOL DISTRICT**

and

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

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



**Putnam Valley CSD Unit
Putnam County Local 840**

July 1, 2001 - June 30, 2004



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PREAMBLE

This Agreement entered into this 1st day of July, 2001 by and between the Putnam Valley Central School District, hereinafter called the District, and the Civil Service Employees Association, Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, Putnam County Local 840 (the Union for Putnam Valley Central School District) hereinafter called the CSEA, covers the wages and other terms and conditions of employment of the employees designated in Article I.

ARTICLE I - RECOGNITION

The Putnam Valley Central School District recognizes the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, as the recognized Union for the Putnam Valley Central School District Unit, Putnam County Local 840, herein referred to as the Union, pursuant to the terms of recognition as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit which has been defined to include all non-teaching personnel or any person who is not eligible for membership in the New York State Teachers Retirement System, with the exception of the Secretary to the Superintendent of Schools, and shall be exclusive of supervisory and confidential personnel. It shall extend for the maximum period provided by law.

ARTICLE II - SALARIES AND WAGES

- A. 1. The salaries and wages of employees in the above unit shall be as described in the attached schedule which is part of this Agreement.
- A. 2. In the first year of this contract (2001-2002) the salary schedule of 2000-2001 shall be increased by 4% on each and every step of the schedule.
- A. 3. In the second year of this contract (2002-2003) the salary schedule in effect for 2001-2002 shall be increased by 4.25% on each and every step of the schedule.
- A. 4. In the third year of this contract (2003-2004) the salary schedule in effect for 2002-2003 shall be increased by 4.5% on each and every step of the schedule.
- A. 5. Employees on step 9A as of June 30, 1995 will remain on that step.
- B. Employees who work at least or more than six (6) hours per day will be paid on an annualized basis (contract

salary). They shall have the option of 21 or 26 pay periods. All hourly employees working less than 6 hours per day shall receive biweekly checks based on actual hours.

C. For the purpose of computation for deductions from pay, full-time school calendar year employees shall be subject to computation on a 200-day basis.

D. Custodians shall be compensated for the specific time worked (at the rate for that day) for call-in for all non-school-sponsored functions. Custodians will be available on a rotation basis for all non-school-sponsored weekend functions.

E. Custodians whose normal working hours are 50% or more after 4:00 P.M., will receive a night differential of \$75 per month for that period so worked.

F. Special Skills - Only employees designated as receiving Special Skills as of June 30, 1995 will continue to be so classified and to receive the special skills differential.

G. Study Credits - Annual salaries shall be increased at the following rate for study credits which will improve the employee personally as well as his/her value to the District. Prior administrative approval is required for all courses.

1. Tuition, up to a maximum of \$300 per course completed, will be paid by the District, and the employee's salary will be increased at the rate of \$25 per credit. The employee must receive a grade higher than a "D" in order to receive payment for the course. Fifteen (15) hours equal one (1) credit.

2. Courses shall include, but not be limited to, those offered by BOCES, Putnam County.

I. Teacher Aides who work as Substitute Teachers, shall receive an additional \$50 per full day of substitution or \$8.00 additional for each work period or equivalent as defined by the PVFT contract.

J. Step Advancement

Employees hired between July 1 and December 31 of a school year, shall advance one step on the following July 1st. An employee hired between January 1 and June 30, shall advance one step the first July after working one full year.

ARTICLE III - WORK WEEK

A. The work week shall be Monday through Friday. The District shall have the right to adjust the starting and ending time of any employee's work day to fit the needs of the District. Employees will be given at least 1 week's notice prior to any such change, and the Union and the employee will have the right to consult with the District prior to such a change being made. This clause is meant to facilitate the adjustment of employees' working hours to the needs of the District, and in no way hinders or aids the District's ability to add to or reduce the work force. Nor shall it be used to circumvent legitimate assignment or overtime.

B. During the time when school is not in regular session (July and August and during vacation periods), the work schedule for custodial personnel shall be seven and one-half hours, exclusive of lunch, and seven hours for non-custodial personnel, exclusive of lunch.

C. The present clerical employees in the education offices and the business and District offices shall have equal work days and shall be required to be present during spring and winter recesses.

D. Daily work schedules for custodians shall remain constant through the school year when school is in session except in case of emergency.

E. In short-term situations, the least senior custodian can be assigned to substitute for an evening shift (4 hours at time and one-half).

F. All custodians required to work on a day when school is closed due to inclement weather will be sent home by the administrator in charge of Buildings and Grounds upon completion of storm-related work.

G. 1. Effective July 1, 2001, the School District shall have the authority to create a new Tuesday through Saturday work schedule for the position of custodian/groundskeeper. The School District shall be limited to no more than three (3) custodian/groundskeeper for this Tuesday through Saturday work schedule.

2. Should the School District wish to alter the Tuesday through Saturday schedule back to the traditional Monday through Friday schedule, the District will first meet with the Union and any affected employees to negotiate this matter.

3. The School District shall post the new position/shift

vacancies, however, no current employees (those employed prior to July 1, 2001) shall be forced to take these positions.

4. These three new positions/shifts shall be day shifts.

H. Working Conditions

1. All employees will be afforded a healthy and safe environment in the workplace.

2. Bus drivers reporting to work on a delayed opening that later becomes a cancellation will be compensated for two (2) hours. Full-time drivers' hours will count toward annual hours worked; part-time drivers will be paid at their hourly rate.

3. Bus drivers will be compensated for up to two (2) hours spent in the doctor's office for their yearly physical.

4. Bus drivers will be compensated for attendance at mandated training programs.

5. Bus drivers who have worked as eight hour drivers for at least five (5) consecutive years will not be dropped back in employment to less than eight (8) hours.

6. Heaters in buses will be expected to be in working order, and if not, will be repaired in a reasonable amount of time.

7. Bus drivers are hired for the hourly equivalent of 181 days. If hours accumulated exceed 181 days total, drivers will be compensated for additional hours.

8. Bus drivers will be required to make a run through and become familiar with their routes prior to the start of school. Drivers will be compensated at their contractual rate of pay.

9. Cafeteria aides who report to work and are subsequently sent home because school unexpectedly closes early shall be paid for their regular working hours on that day.

I. The work day excluding lunch of each full-time employee shall be as follows:

Account clerk	7.5 hrs. per day
Attendance Clerk	6 " " "
Bus Driver	8 " " "
Bus Monitor	6 " " "
Clerk/Typist	7.5 " " "
Custodian/Custodial Worker	8 " " "

Data Entry	7.5	"	"	"
Head Bus Driver	8	"	"	"
Head Custodian	8	"	"	"
Health Office Assistant (7 1/2 hr.)	7.5	"	"	"
Mechanic/Driver	8	"	"	"
Senior Account Clerk	7.5	"	"	"
School Monitor	Full length of all school lunch periods			
Teacher Aide	6	hrs.	per	day
Typist	7.5	"	"	"
Campus Building Monitor	7.5	"	"	"
Computer Lab Aide	6.5	"	"	"
Groundskeeper/Custodial Worker	8	"	"	"
Registered Nurse	7.5	"	"	"
Clerk	7.5	"	"	"

J. All employees will attend all Superintendent's Conference Days held between September 1 and June 30 of the school year and will be compensated at their contractual rate of pay.

ARTICLE IV - HOLIDAYS

A. All regularly scheduled full-time 12-month and 10-month employees of the District shall be entitled to holidays without loss of pay on the following days:

New Years Day	Labor Day
Martin Luther King's Birthday	Yom Kippur or
*A day in lieu of	Election Day
Washington's Birthday	Columbus Day
President's Day	Veterans Day
Thanksgiving Day	Thanksgiving Friday
Good Friday	December 24th
Christmas Day	July 4th (12-month
Memorial Day	employees only)

*The day in lieu of Washington's Birthday is to be agreed upon by the employee and his or her supervisor. The day must be taken during the current school year and may not be carried over from one school year to the next.

B. All school calendar employees will receive Christmas Day, New Years Day and Thanksgiving as paid holidays and will be compensated at their daily rate.

The Superintendent of Schools shall have the right to assign employees to work on Election Day or Yom Kippur. All holiday time shall be taken at full pay. In the event that school remains open on any of the above holidays, then that day shall be made up on another day. If the holiday occurs on a Saturday or a Sunday, it will be made up on another day for those eligible, such day to be at the discretion of the District. On those occasions when holidays fall on weekdays and celebrations of the holiday are transferred to Mondays by

law, then those Mondays shall be the holidays granted. On snow days, time spent by employees in making telephone calls prior to arriving at school shall be counted as part of the workday, and compensatory time off shall be given where applicable. The Superintendent will have the right to assign employees to work on Holy Thursday, provided that compensatory time is granted later in the school year.

ARTICLE V - VACATION SCHEDULE

Twelve-month employees will accrue 5/6th of a vacation day for each month worked, beginning in their first month employment to June 30th of that school year. Vacation time accrued cannot be taken until July 1st following the initial day of employment. At that point (July 1st), the employee will continue to accrue 5/6th of a vacation day per month for one complete school year. The ten days then accrued can be taken beginning each July 1st thereafter.

All full-time 12-month employees who have worked in excess of one (1) year but less than five (5) complete years shall be entitled to two (2) weeks vacation. All full-time 12-month employees who have worked five (5) complete years to nine (9) complete years shall be entitled to three (3) weeks vacation. All full-time 12-month employees who have completed ten (10) years work shall be entitled to four (4) weeks vacation. A period of one (1) week's vacation may be deferred from one year to the following year. If not taken by the employee in the second year, the deferred week shall be deemed abandoned, and the employee shall lose the right to use that time.

Employees shall receive one (1) additional vacation day per year for each year of service after 10 years, to a maximum of 5 additional vacation days after 15 years of service.

Employees shall not be permitted to take more than three (3) weeks vacation at a time without the approval of the Superintendent.

ARTICLE VI - SICK LEAVE

A. All 12-month personnel shall be granted fifteen (15) days sick leave per year, accumulative to 300 days. All other personnel who are employed for at least the full school calendar year shall be granted one and one-half (1.5) sick days per month to the maximum accumulation of 250 days. Sick days will be credited each September 1 and January 1 for 10-month employees and each July 1 and January 1 for 12-month employees. All sick leave shall be subject to the requirement that a physician's certificate be obtained after the third consecutive sick day. (The fraction of days worked shall be accumulated on a fractional basis.) Employees shall receive a written statement of accumulated sick leave and vacation at the end of the school year. At the direction of

the Superintendent, substitutes may be hired for employees out sick. Efforts will be made to hire substitutes for secretaries and custodians who are out sick.

B. All 12-month employees shall be compensated for unused accumulated sick days at the rate of \$40 per day for all days from 101-300 upon retirement from the District.

C. All 10-month and full-time school calendar employees shall be compensated for unused accumulated sick days at the rate of \$35 per day for all days from 101-250 upon retirement from the District.

D. Sick Bank

The CSEA and the District agree to institute a Sick Bank for all CSEA employees.

1. Purpose:

A sick leave bank shall be established to provide income protection to participants in the event of extended physical or mental illness or disability resulting in a participant's accumulated sick leave being exhausted.

2. Contribution:

Each employee wishing to participate in the SLB shall submit to the Board of Education a written waiver of three or more days accumulated sick leave. The unused sick days in the bank shall be cumulative and shall be carried forward from year to year. Employee contributions are not mandatory but, once made, may not be withdrawn. The maximum number of days in the SLB will be 3 times the number of employees employed by the District. The Bank shall be replenished when the number in the bank falls below 50% of maximum.

A separate sick bank shall be created and maintained for employees working less than 20 hours per week.

3. Committee:

a. A committee consisting of 3 administrators and 3 full-time employees, appointed by the CSEA, shall regulate the SLB.

b. At the end of each month the committee shall review the status of each case.

c. Should the committee so request, either before or after approval of a SLB request, the participant shall be required to undergo a medical review by a physician of the committee's choice at the expense of the participant. Failure to comply with such request shall result in

disapproval or cancellation.

d. The determination of the committee shall be final and not subject to the grievance procedure.

e. Should the committee determine that it is necessary to transfer days from one sick bank to the other, the days in the sick bank for employees working less than 20 hours per week shall be treated as having half the value of days in the sick bank for full-time employees.

4. Withdrawals:

An employee who has an extended physical or mental illness or disability resulting in a participant's accumulated sick leave being exhausted shall apply to the SLB committee providing:

a. The employee has used all of his or her accumulated sick days.

b. The employee presents valid medical evidence attesting to the illness, physical or mental incapacity, through the CSEA President to the Superintendent. Should the participant be unable to do so, a member of the participant's family or its agent may make a request to the SLB.

c. No full-time employee shall receive more than 60 days from the SLB. A full-time employee having exhausted the maximum benefit, must wait 150 days before becoming eligible to reapply for SLB days.

d. SLB provisions will not apply after an employee is adjudged to be permanently incapacitated and consequently not able to return to work following maximum participation in the SLB.

5. Enrollment Period:

Employees may join the SLB only in September of each year or within 30 days of initial employment.

ARTICLE VII - RETIREMENT

The District will adopt the new non-contributory improved "20-year Career" Plan (Section 75I). In addition, the Board will adopt the guaranteed death benefit (Section 60B), known as the Maximum \$20,000 Death Benefit. In the third year, if a benefit equal to 41J of the Civil Service Retirement System is granted to teachers, negotiations will be reopened on this issue with the CSEA.

ARTICLE VIII - INSURANCE

A. The District shall maintain uniform insurance for all personnel who work twenty (20) or more hours per week. A \$7,500 group term life insurance policy shall be paid for by the District for the life of this Agreement.

B. The District shall contribute a portion of the cost of hospitalization insurance for both the individual plan and the family plan. The District shall have the right to provide a health insurance plan that both parties agree is comparable to or better than the present existing plan. The District shall be under no obligation to contribute to hospitalization plans other than plans to which it subscribes. Options to withdraw from health insurance shall be the same as those offered to teachers.

1. Between July 1, 1998 and June 30, 2001, employees participating in the District's health insurance plan shall contribute to the cost of that plan according to the method described below, with the District paying the balance of the cost.

2. On September 1 of each year, the District will compute the average salary of teachers in the District (by dividing their total contractual salary by the number of full-time equivalent teachers in the District) and the average salary for the non-teaching personnel covered by this contract (by dividing their total contractual salary by their full-time equivalent). The District will then establish the ratio between these two average salaries by dividing the average salary for non-teaching personnel by the average salary for teachers.

3. All non-teaching personnel covered by this contract will pay that portion of the premium for their District health insurance plan equal to 5% of the premium multiplied by the above ratio. Effective July 1, 2001, the member contribution rate will revert to 0% until such time as a new Agreement is ratified by the CSEA and the Board of Education.

C. For the three (3) years of this Agreement, CSEA "Welfare (Dental)" plans shall be kept at the same contribution level as that granted to teachers.

D. All employees who retire from the Putnam Valley Central School District shall be covered one hundred percent (100%) and dependents covered by fifty percent (50%) of premium for existing health plans.

ARTICLE IX - DUES DEDUCTIONS

The Civil Service Employees Association, Inc. shall have

exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210 on a payroll period basis. No other bargaining organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the CSEA. The employer agrees to submit to the CSEA, 143 Washington Avenue, Albany, NY 12210 each payroll period, a list itemizing the deductions going to the CSEA of each employee. The District shall also allow regular deductions for other authorized purposes, such as savings bonds, credit union or tax sheltered annuities.

ARTICLE X - LEAVES OF ABSENCE

A. Personal Leave - All employees may take three (3) days of personal leave per year without loss of pay. When possible, seventy-two (72) hours notice will be given for all personal leave. Personal leave shall not be taken on those days immediately before or following a holiday or vacation unless it is previously approved by the Superintendent on the basis of a written application setting forth the reason for the leave. Unused personal leave days will be added to accumulated sick leave at the end of each year.

B. Bereavement Leave - Five (5) days bereavement leave shall be granted to any employee who suffers a death in his or her immediate family. The immediate family shall be defined as wife or husband, son, daughter, mother, father, mother-in-law, father-in-law, brother or sister, aunt or uncle, brother-in-law or sister-in-law, grandparents or grandchildren.

C. Maternity and Child Care Leave

1. Upon request, child care leave, not to exceed two (2) years, will be granted to any employee. The District will ordinarily be entitled to thirty (30) days notice prior to the commencement of such leave.

2. Child care portions of such leave shall ordinarily run for the full term applied. However, such leave may be terminated no earlier than sixty (60) school days from the date of the application to terminate leave. Child care leave shall be available to employees who adopt children up to age five.

3. Temporary disability applications will be processed in the same manner as any other temporary disability application.

D. Other Leaves - The District reserves the right to grant leaves of absence without pay for any purpose to employees

who apply and are approved for such leave by the Board of Education. No such leave shall be granted absent a showing to the Board that it is for good cause, that it will not exceed one (1) year, and that a replacement is available.

E. Layoffs

1. In the event that the District decides to reduce the work force, layoffs shall be effectuated on the basis of inverse order of seniority in job classification. Senior employees in a job classification shall have the right to displace less senior employees within the classification.

2. Layoffs of unit members in salaried and wage rate classifications may be effectuated at any time following thirty (30) days notice to the Association and the employee affected of the Board's decision to reduce the work force.

3. All employees covered by this Agreement shall be expected to perform their normal job duties on the day next following any vacation, recess or holiday, unless notified of layoff status as provided for above.

4. Laid off employees shall have a right to recall on the basis of seniority in job classification up to four (4) years following the day of layoff. Such employees returning shall retain full seniority and benefits unless the period is shortened by Board action.

ARTICLE XI - SENIORITY

A. The seniority of employees shall be calculated from the date of their first hiring provided their service in the District is continuous. Only time worked as a full-time employee shall count toward seniority.

B. For the purpose of all vacancies, promotions and transfers, seniority shall be an important consideration, along with qualifications for filling a position. Qualifications shall be determined by management.

ARTICLE XII - SAVINGS CLAUSE

If any legislation or action by the courts or agencies of this State render any portion of this Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from this contract and the remaining provisions shall continue in full force.

ARTICLE XIII - PREMIUM PAY AND LONGEVITY

A. Time and one-half shall be paid to all employees required

to work before or after their normally scheduled workday. Overtime shall be included on an equitable basis and rotated to assure equal opportunity to all employees. Time and one-half shall be paid to all employees who work on Saturdays. Double time shall be paid to all employees who work on holidays and Sundays. Approved leave will be counted as time worked in the computation of overtime.

B. Employees having completed their 15th consecutive year of full-time employment in the Putnam Valley School District by July 1 shall receive \$1,000 longevity in each year of the contract. Employees having completed their 20th consecutive year of full-time employment in the Putnam Valley School District by July 1 shall receive \$1,500 longevity in each year of the contract. Employees having completed their 25th consecutive year of full-time employment in the Putnam Valley School District by July 1 shall receive \$2,000 under the contract. Payment may be given in one lump sum on the employee's anniversary date.

ARTICLE XIV - TEMPORARY ASSIGNMENTS

A. Where an employee is assigned temporarily by the Superintendent, subject to the approval of the District, for periods greater than two (2) weeks, to perform the duties of a higher classification, he/she shall be compensated at the higher rate of pay. Where an employee is temporarily assigned by the District to perform the work of a lower classification, he/she shall be guaranteed his/her regular rate of pay.

B1. When subbing for a teacher, teacher aides will receive an additional stipend of \$30 per day above their regular rate of pay.

B2. Barring unforeseen circumstances or emergencies at the Middle School, one aide will be used to substitute for a given teacher who is out for the day rather than assignment by period coverage. A Middle School aide covering a teacher will be required to cover the teacher's five classroom periods and two periods of other duties (only one of which may involve the direct supervision of students), as assigned by the principal. In a nine-period day, such aides would be guaranteed a lunch and a working-preparation period.

ARTICLE XV - UNION RIGHTS

A. The CSEA shall have the right to post notices and communications on bulletin boards maintained on the premises of the District.

B. The President of the Putnam County Chapter of the CSEA or his designated agent or designated field representative of the CSEA shall have the right to visit the facilities of the

District for the purpose of adjusting grievances and administering this contract, provided such visits do not interfere with the work of employees and provided further that CSEA representatives report to and sign in with the school officer prior to entering a school.

C. An elected delegate of the employees in the bargaining unit shall attend the CSEA's State Organization Convention with full pay within the limits set by the District.

D. Access to Employees - The Union and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association sponsored benefits and programs.

E. Information - On the effective date of this agreement, the employer shall supply to the Unit a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Unit on a yearly basis, due by September 1st.

F. Successor Clause - This agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, transferees or parties provide services similar to those provided by members of the bargaining unit represented by CSEA.

ARTICLE XVI - UNIFORMS

The District shall provide a uniform allowance of \$475 in the first year of the contract, \$500 in the second year, and \$525 in the third year. Uniforms will not be issued until completion of the probationary period. If an employee leaves the District before one (1) year of employment, uniforms are to be returned to the District. Uniforms are to be maintained by the employee in the proper condition. This article applies to custodians, custodial workers, and mechanics.

The School District shall provide three (3) uniform shirts to all Bus Drivers.

ARTICLE XVII - PROMOTIONAL OPPORTUNITIES

A. For the purpose of all vacancies, promotions and transfers, seniority shall be an important consideration, along with qualifications for filling a position. Qualifications shall be determined by management. Such promotional opportunities will be posted or the staff will be

advised twenty (20) days prior to hiring. Qualifications and seniority will be considered in promotional opportunities and filling of vacancies. The Association will receive copies of all notices of vacancies in the unit.

B. Where feasible, and in the sole discretion of the District, work usually performed by employees in the bargaining unit will not be contracted out if it will result in the loss of employment to the employees currently employed by the District. Such notice, if any, will not be arbitrary or capricious. Notice to the Association will be given prior to entering into any such contractual commitment, and the CSEA will be given opportunity to be heard.

ARTICLE XVIII - COPIES OF CONTRACT

The District shall furnish each employee and all new employees with copies of this agreement.

ARTICLE XIX - PROBATION

The probationary period shall be in compliance with Civil Service Law.

ARTICLE XX - LABOR-MANAGEMENT COMMITTEE

A joint labor-management relations committee shall be created. It shall meet upon written request of either side within ten (10) days written notice. An agenda of items to be discussed will be prepared at the time of the request.

ARTICLE XXI - USE OF GOVERNMENT-FUNDED TRAINEES

The District agrees that Manpower and CETA personnel shall be utilized only in accordance with Manpower and CETA rules and regulations, which are incorporated into this contract by reference. Manpower and CETA personnel shall not be used in a manner that will infringe upon regular employees' rights.

ARTICLE XXII - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a claimed violation, misinterpretation or inequitable application of the terms and conditions of this agreement or of any established practice providing employee rights and benefits or working conditions in addition to those contained herein or interpreting those contained herein which relate to or involve an employee or employees and which has not been solved by normal discussions among employees and administrators.

2. The "Association" shall mean the CSEA.

3. The term "grievant" or "aggrieved" shall mean an individual employee, or where applicable, a group of employees, or the Association.

4. The word "days" shall mean, except where otherwise indicated, normal work days; thus, weekend or vacation days are excluded.

B. General Provisions:

1. An employee shall have the right to present grievances in accordance with the procedures, free from coercion, interference, restraint, discrimination, or reprisal.

2. An employee shall have the right to be represented at any step of the procedure by anyone of his choice. Any fees of such person or persons shall be borne by the employee.

3. Each party to a grievance, and the Association, shall have access at reasonable times to all written statements and records pertaining to such a case.

4. All grievance hearings shall be held in private session unless otherwise mutually agreed.

5. It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each person to whom a grievance is presented shall have the responsibility to consider promptly each such grievance and to make a determination within the authority delegated to him within the time specified in these procedures.

6. Conferences or hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during normal working hours, all persons who participate shall be excused without loss of pay.

7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement. If one of the parties shall be required to be out of the District on school business, such absence shall not be counted as lapsed time.

8. The Association has the right to initiate or appeal a grievance. Such grievance shall be initiated at the

appropriate step of the grievance procedure and may, if necessary, be appealed through succeeding steps of the grievance procedure according to the time limits and other conditions specified for such succeeding steps.

9. Where a group of employees have a common grievance, the President of the Association, in the name of the Association, acting on the employees' request, may initiate a group grievance on their behalf by filing a written grievance at the appropriate step of the grievance procedure. If necessary, the Association may appeal the grievance through succeeding steps of the grievance procedure according to the time limits and other conditions specified for such succeeding steps.

10. Where a grievance involves an act or condition over which an immediate supervisor is without power or authority to act, including but not limited to salary or leave agreements or policies, a grievance may be initiated with the Superintendent of Schools at Step 2 of the grievance procedure and may, if necessary, be processed through the 4th step.

11. The Board of Education shall have the right to bring a grievance against an employee or the Association. Following the Board's written notice of a grievance, under the time limitation of an employee grievance in subdivision 13 of the general provisions of the grievance procedure, a conference shall be held within ten (10) days between the Board and the party aggrieved against with a view to arriving at a mutually satisfactory resolution of the grievance. At such conference, the Board, the Association and the party aggrieved against shall be entitled to be represented and to be heard, and all parties shall have at least two (2) days notice of the time and place of the conference.

12. The party aggrieved against shall report its decision in writing to the Board of Education within ten (10) days of the conference. If the Board is not satisfied with a decision, it may, within ten (10) days, file a notice of arbitration under the requirements spelled out for employees. The process of Step 4 of the grievance procedure shall govern the disposition of the grievance.

13. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the grievance shall be deemed to be settled, and the settlement shall be so noted on a report signed by both parties, together with the terms of the adjustment.

14. Grievances must be presented within thirty (30) days after the cause of the grievance arises, unless it is impossible for an employee to know he has a grievance, in which case a grievance may be presented within thirty (30)

days from the date when it was first possible for him to have such knowledge. In the event a grievance is filed late in the school year so that sufficient time as stipulated under all the steps of the procedure might not be provided should it be necessary to pursue the grievance through the final step, all parties shall be expected to make special effort to expedite the grievance. In any event, the grievance shall be consummated under the terms of this agreement and not under a succeeding contract or agreement.

C. Procedure for Grievance Adjustment

STEP I - Any employee considering himself aggrieved may, either orally or in writing, present a grievance to his immediate supervisor within the time limit specified in subdivision 13 of the general provisions of this Grievance Procedure. The aggrieved employee and the immediate supervisor shall confer on the grievance within five (5) days with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference, the aggrieved employee may appeal personally or he may be represented by an Association representative or other representative, but where the aggrieved employee is so represented, he nevertheless must be present. Any grievance thus presented which involves the terms of this agreement, either in application or interpretation or which would affect the working conditions or the welfare of the employees in the negotiating unit, shall entitle the Association to be present through a representative to state the views of the Association. The immediate supervisor shall advise the President of the Association of the existence of a grievance to allow the Association to designate a representative to attend the conference. He shall give the Association and the grievant two (2) days notice of time and place of such conference. The immediate supervisor shall communicate his decision and supporting reasons in writing to all persons present at the Step I conference.

STEP II - If not settled pursuant to the foregoing procedure, the grievance may be appealed to the Superintendent of Schools within ten (10) days after the receipt of the decision in Step I. The appeal shall be in writing and shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the decision at Step I. It shall also state the names of the grievant's representatives, if any, and the representative of the Association present at Step I. The Superintendent of Schools shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and the Association's representative shall be given at least two (2) days notice of the conference and an opportunity to be heard. Notice of the conference shall also be given to the immediate supervisor of Step I, who may be present to state his views. The employee's name and the

Association's rights to be heard and represented shall be as stated in Step I, except that the Association may designate a different representative at this step, if necessary. The Superintendent of Schools shall communicate his decision in writing, together with his supporting reasons, to the aggrieved employee, to the Association representative, and the Step I immediate supervisor within ten (10) days after receiving the appeal.

STEP III - If not settled pursuant to the foregoing procedure, the grievance may be appealed to the Board of Education within ten (10) days after the decision is received in Step II. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the appeal and the decision at Step II. It shall state the names of the grievant's representative, if any, and the Association's representative present at Step II. Notification of the hearing on the appeal, and the grievant's and the Association's rights to be heard and represented shall be as stated in Step I and Step II, except that the appeal must be heard within ten (10) days receipt of the appeal. Notice of the hearing and an opportunity to be heard shall be given to the Superintendent of Schools and the immediate supervisor of Step I, if any, involved, the Board of Education shall render a decision within ten (10) days of its hearing on the appeal. The appeal shall be immediately transmitted by the Board, together with supporting reasons, to the grievant and the Association's representative who participated in this step, as well as the Superintendent of Schools and the immediate supervisor in Step I, if any, involved.

STEP IV - ARBITRATION

A. No grievance may be brought to this step except by the recognized Union. If not settled pursuant to the foregoing procedure, the Union may submit the grievance to an arbitrator for decision. The proceeding shall be initiated by the Union filing a notice of arbitration with the Board of Education and with the American Arbitration Association. The notice shall include a statement of the nature of the grievance and the facts relating to it, a statement setting forth precisely the issue to be decided by the arbitrator, copies of the decision and supporting reasons on the grievance up to the time of the arbitration appeal, and copies of all other documents, exhibits and information. The arbitration agency shall appoint an arbitrator to serve in the case and its arbitration rules shall apply to the proceedings, insofar as they relate to any hearings, unless such a hearing is waived by the parties within fourteen (14) days after being appointed. The time limit may be extended by mutual agreement of the parties involved. The arbitrator shall give at least five (5) days notice of the time and place of such hearings to the grievant, the Board of

Education, the Superintendent of Schools, and the Association and the immediate supervisor of Step I, if any, involved. The arbitrator shall issue his decision no later than fourteen (14) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proof to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision to matters specified in the "grievance" definition of the procedure, and to any remedy, if appropriate, which is not inconsistent with this agreement and is not contrary to it. However, he shall be without power or authority to make any decision which is:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement.

2. Involving Board of Education discretion or policy under the provisions of this agreement, except that he may decide in a particular case involving Board discretion or policy, whether or not the Board applies such discretion or policy in a discriminatory fashion, i.e., in a manner unreasonable inconsistent with the general practices of the District in similar circumstances.

B. The decision of the arbitrator shall be considered final by the parties to the grievance dispute, and both will abide by it.

C. The cost of arbitration shall be shared equally by the parties.

ARTICLE XXIII - LEGISLATIVE AUTHORITY

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 any additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIV - EVALUATIONS

The School District shall have the right to evaluate all employees on an annual basis. Should the School District decide to evaluate employees, it will evaluate all employees of the bargaining unit. The School District will notify all employees prior to the beginning of the evaluation period and shall complete the evaluation no later than the middle of May in each year.

The evaluations are subject to a review after one year by both management and the Union. Both parties agree to meet after the first evaluation year is completed and discuss and

make recommendations for any possible improvements to the evaluations.

ARTICLE XXV - DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2001 and shall continue in full force and effect until June 30, 2004. The Association agrees that all negotiable items have been discussed during the negotiations leading to this agreement and agrees that negotiations will not be reopened on any item whether contained in this agreement or not during the life of this agreement. Any District policies unaltered or unchanged by the language of this agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this agreement.

B. In the event that either party wishes to amend this agreement, all negotiation proposals shall be submitted no earlier than February 1, 2004 nor any later than February 15, 2004. Negotiations must commence by February 28, 2004 unless later dates are agreed to by the parties.

C. This contract has been duly ratified and agreed to by the parties.

William J. Brocken
CSEA, Unit President

Larry Bellman 10/15/02
President, Board of Education

Douglas Morris
CSEA
Labor Relations Specialist

Maryann Doyle
Superintendent of Schools

10/23/02
Dated:

10/15/02
Dated:

2001-02 SALARY SCHEDULES

STEP			Grndskpr		Head	
	Custodian	Spcl Skills	Custodian	Custodian/Driver	Custodian	Custodian/Driver
1	31,880	32,689	31,880	42,420		
2	33,437	34,242	33,437	43,972		
3	34,761	35,568	34,761	45,299		
4	36,128	36,934	36,128	47,258		
5	37,414	38,222	37,414	47,952		
6	40,016	41,499	40,016	51,229		
7	41,219	42,746	41,219	52,475		
8	42,044	43,598	42,044	53,328		
9	42,885	44,469	42,885	54,375		

2001-02 SALARY SCHEDULES

		HOA		RN		STEP
Aides	Aides/Spcl					
	15,069	15,396	21,880	31,880		1
	15,470	15,796	22,688	33,437		2
	16,401	16,726	23,503	34,761		3
	17,256	17,581	24,259	36,128		4
	18,208	18,533	25,298	37,414		5
	18,754	19,076	26,389	40,016		6
	19,131	19,498	27,183	41,219		7
	19,512	19,888	29,528	42,044		8
	19,893	20,278	30,118	42,885		9

STEP	10 Month			School Calendar		12 Month					STEP
	Typist	Typist/Spcl	Data Entry	Typist	Typist/Spcl	Typist	Typist/Spcl	Acct Clerk	Sr Acct Clerk	Clerk	
1	21,781	22,455	21,781	18,094	18,652	26,137	26,944	27,159	30,913	23,430	1
2	22,892	23,566	22,892	19,016	19,540	27,472	28,280	28,487	32,241	24,591	2
3	23,996	24,673	23,996	19,939	20,498	28,800	29,606	29,817	33,573	25,744	3
4	25,240	25,962	25,240	21,008	21,563	30,344	31,150	31,144	34,924	27,087	4
5	26,576	27,304	26,576	22,079	22,639	31,893	32,681	32,912	36,663	28,418	5
6	27,871	28,543	27,871	23,154	23,711	33,447	34,254	34,241	38,215	29,787	6
7	29,854	31,087	29,854	24,798	25,825	35,826	37,305	36,864	40,600	32,439	7
8	30,748	32,020	30,748	25,543	26,602	36,900	38,424	37,974	41,816	33,412	8
9	31,362	32,660	31,362	26,052	27,135	37,641	39,191	38,732	42,654	34,079	9
9A				26,315			39,583				9A

STEP	Driver	Monitors		
		Bus	School	Campus
1	20,985	10.65	11.27	15,477
2	21,721	11.41	11.92	16,251
3	22,891	12.19	12.54	17,063
4	24,158	12.55	13.31	17,916
5	24,828	12.80	13.46	18,812
6	25,997	13.11	13.99	19,752
7	26,776	13.42	14.46	20,739
8	27,310	13.75	14.87	21,776
9	27,856	14.37	15.14	23,173
9A		14.37	15.32	

2002-03 SALARY SCHEDULES

STEP	Custodian	Spcl Skills	Grndskpr	Head
			Custodian	Custodian/Driver
1	33,235	34,078	33,235	44,223
2	34,858	35,697	34,858	45,841
3	36,238	37,080	36,238	47,224
4	37,663	38,504	37,663	49,266
5	39,004	39,846	39,004	49,990
6	41,717	43,263	41,717	53,406
7	42,971	44,563	42,971	54,705
8	43,831	45,451	43,831	55,594
9	44,708	46,359	44,708	56,686

2002-03 SALARY SCHEDULES

STEP	Aides	Aides/Spcl	HOA	RN	STEP
	1	15,710	16,051	22,810	
2	16,127	16,467	23,652	34,858	2
3	17,098	17,436	24,501	36,238	3
4	17,990	18,329	25,290	37,663	4
5	18,981	19,320	26,373	39,004	5
6	19,551	19,887	27,510	41,717	6
7	19,944	20,326	28,338	42,971	7
8	20,341	20,733	30,782	43,831	8
9	20,739	21,140	31,397	44,708	9

STEP	10 Month			School Calendar		12 Month					STEP
	Typist	Typist/Spcl	Data Entry	Typist	Typist/Spcl	Typist	Typist/Spcl	Acct Clerk	Sr Acct Clerk	Clerk	
1	22,707	23,409	22,707	18,863	19,445	27,248	28,089	28,313	32,227	24,426	1
2	23,865	24,568	23,865	19,824	20,370	28,640	29,482	29,698	33,611	25,636	2
3	25,016	25,722	25,016	20,786	21,369	30,024	30,864	31,084	35,000	26,838	3
4	26,313	27,065	26,313	21,901	22,479	31,634	32,474	32,468	36,408	28,238	4
5	27,705	28,464	27,705	23,017	23,601	33,248	34,070	34,311	38,221	29,626	5
6	29,056	29,756	29,056	24,138	24,719	34,868	35,710	35,696	39,839	31,053	6
7	31,123	32,408	31,123	25,852	26,923	37,349	38,890	38,431	42,326	33,818	7
8	32,055	33,381	32,055	26,629	27,733	38,468	40,057	39,588	43,593	34,832	8
9	32,695	34,048	32,695	27,159	28,288	39,241	40,857	40,378	44,467	35,527	9
9A				27,433			41,265				9A

STEP	Driver	Monitors		
		Bus	School	Campus
1	21,877	11.10	11.75	16,135
2	22,644	11.89	12.43	16,942
3	23,864	12.71	13.07	17,788
4	25,185	13.08	13.88	18,678
5	25,883	13.34	14.03	19,611
6	27,102	13.67	14.58	20,591
7	27,914	13.99	15.07	21,620
8	28,471	14.33	15.50	22,701
9	29,040	14.98	15.78	24,158
9A		14.98	15.97	

2003-04 SALARY SCHEDULES

STEP	Grndskpr		Head	
	Custodian	Spcl Skills	Custodian	Custodian/Driver
1	34,731	35,612	34,731	46,213
2	36,427	37,303	36,427	47,904
3	37,869	38,749	37,869	49,349
4	39,358	40,237	39,358	51,483
5	40,759	41,639	40,759	52,240
6	43,594	45,210	43,594	55,809
7	44,905	46,568	44,905	57,167
8	45,803	47,496	45,803	58,096
9	46,720	48,445	46,720	59,237

2003-04 SALARY SCHEDULES

Aides		Aides/Spcl		HOA	RN	STEP
	16,417		16,773	23,836	34,731	1
	16,853		17,208	24,716	36,427	2
	17,867		18,221	25,604	37,869	3
	18,800		19,154	26,428	39,358	4
	19,835		20,189	27,560	40,759	5
	20,431		20,782	28,748	43,594	6
	20,841		21,241	29,613	44,905	7
	21,256		21,666	32,167	45,803	8
	21,672		22,091	32,810	46,720	9

STEP	10 Month			School Calendar		12 Month					STEP
	Typist	Typist/Spcl	Data Entry	Typist	Typist/Spcl	Typist	Typist/Spcl	Acct Clerk	Sr Acct Clerk	Clerk	
1	23,729	24,462	23,729	19,712	20,320	28,474	29,353	29,587	33,677	25,525	1
2	24,939	25,674	24,939	20,716	21,287	29,929	30,809	31,034	35,123	26,790	2
3	26,142	26,879	26,142	21,721	22,331	31,375	32,253	32,483	36,575	28,046	3
4	27,497	28,283	27,497	22,887	23,491	33,058	33,935	33,929	38,046	29,509	4
5	28,952	29,745	28,952	24,053	24,663	34,744	35,603	35,855	39,941	30,959	5
6	30,364	31,095	30,364	25,224	25,831	36,437	37,317	37,302	41,632	32,450	6
7	32,524	33,866	32,524	27,015	28,135	39,030	40,640	40,160	44,231	35,340	7
8	33,497	34,883	33,497	27,827	28,981	40,199	41,860	41,369	45,555	36,399	8
9	34,166	35,580	34,166	28,381	29,561	41,007	42,696	42,195	46,468	37,126	9
9A				28,667			43,122				9A

STEP	Driver	Monitors		
		Bus	School	Campus
1	22,861	11.60	12.28	16,861
2	23,663	12.43	12.99	17,704
3	24,938	13.28	13.66	18,589
4	26,318	13.67	14.50	19,518
5	27,048	13.94	14.66	20,494
6	28,322	14.29	15.24	21,518
7	29,170	14.62	15.75	22,593
8	29,752	14.97	16.20	23,723
9	30,347	15.65	16.49	25,245
9A		15.65	16.69	



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

