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Title: **Harrison Central School District and Harrison School Unit, CSEA, Local 1000 AFSCME, AFL-CIO (2004)**

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Union: **Harrison School Unit, CSEA, AFSCME, AFL-CIO**

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GEN/5211

AN AGREEMENT BETWEEN

**THE HARRISON CENTRAL SCHOOL DISTRICT
HARRISON, NEW YORK**

AND

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000
AFSCME/AFL-CIO**

THE CERTIFIED UNION FOR THE HARRISON SCHOOL UNIT

JULY 1, 2004 - JUNE 30, 2008

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

127

AGREEMENT, made as of July 1, 2004, between HARRISON CENTRAL SCHOOL DISTRICT, Harrison, New York, and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, the Certified and Recognized Union for the Harrison School Unit.

PREAMBLE

Adhering to the principles that duties and obligations come with rights and privileges, the CSEA agrees to do its utmost to see that its members perform their respective duties in the School District loyally, efficiently, and continuously, under the terms of this agreement. The CSEA and its membership will use their best efforts to protect the interests of the school district and citizens, to conserve its property and give service of the highest quality.

PURPOSE AND IMPLEMENTATION

Section 1. This agreement, and all the rights and obligations defined herein and hereunder, is reached between the parties under and pursuant to Article 14 of the Civil Service Law of the State of New York (Public Employees Fair Employment Act) and nothing contained herein shall be construed to prevent the Board or its officers from the discharge of their duties and responsibilities in accordance with the New York State Education Law, Section 1709, unless such policies or procedures have been specifically altered by the terms of this agreement.

Section 2. It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE I **RECOGNITION**

Section 1. The Board of Education of the Harrison Central School District, Harrison, New York, hereinafter referred to as the "Employer", or the "District" recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, the certified and

recognized Union for the Harrison School Unit, hereinafter referred to as the CSEA, as the sole and exclusive bargaining representative under Article 14 of the Civil Service Law, for all non-teaching personnel on permanent appointment or probation, or on temporary appointment for the period of this agreement; excluding the Supervisor of Buildings and Grounds and its successor position; the Business Manager and its successor position; all members of the Teacher/School Aide, Teaching Assistant bargaining unit; and Part-Time Personnel, that is, employees who work less than one-half (2) the number of hours per week for said employee's job classification.

ARTICLE II
DEFINITION OF TERMS

The parties herewith agree that the definitions set forth in this article shall not be grievable and are set forth in the contract for informational purposes only.

School District	Harrison Central School District Harrison, New York
Harrison School Unit	Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, the Certified and Recognized Union by the Harrison School Unit, Westchester Local 860, Harrison School Unit.
Superintendent	Chief Administrative Officer of the School District or his delegate.
Principal	Principal in charge of the building.
Immediate Supervisor	In the case of (a) Custodial and Maintenance employees: the Head Custodian and Building Principal for operational building matters; the Director of Facilities and Operations or its successor position, for District-wide facilities, fields and related needs. (b) Office employees - Building Principal; (c) Central Administration Office Staff: The Superintendent of Schools, Director of Special Education. Employees who have no full time supervisor shall be supervised by the Superintendent or his designee.
School Board	Board of Education of the School District.
Employees	All non-teaching employees of the Harrison School District

as defined above in Article I, Section 1 above.

C.S.E.A.

Civil Service Employees Association, Inc.

ARTICLE III
NEGOTIATION

Section 1. The Board and the Association shall enter into good faith negotiations for a successor agreement on or about February 15, preceding the year in which this agreement terminates. Such negotiations shall proceed under the provisions of Article 14 of the Civil Service Law.

Section 2. At the sole discretion of the Superintendent of Schools, the members of the negotiating team of the Harrison Unit may be excused, without loss of pay, from their regular duties, for the purpose of attendance at meetings to negotiate an agreement between the parties hereto. The Harrison Unit must receive express approval from the Superintendent of Schools prior to being excused from their duties to negotiate an agreement. Said decision by the Superintendent is not subject to review or grievance procedures.

Section 3. Twelve (12) copies of this agreement and revised salary schedules shall be given to the President of the Harrison Unit for distribution to the Negotiating Committee, for their approval, prior to ratification.

Section 4. Availability of Budgetary And Statistical Information: As soon as available and upon written request the Board will provide the President of Harrison Unit with a complete tentative budget for the next fiscal year. The Board will also make available for inspection all public records, data and information of the School District to the Harrison Unit upon written request.

ARTICLE IV
DUES AND INSURANCE CHECK-OFF/ AGENCY FEE

Section 1. Dues Deduction Check-Off

- A. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms provided by the Union which shall be in accordance with the provisions of the law.
- B. Deductions referred to above shall be made in the following manner:
1. The Union shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.
 2. The total annual membership dues, certified as mentioned above, shall be deducted in equal installments beginning with the second pay period in October.
 3. No later than thirty (30) days prior to the second scheduled pay date in October, the Union shall provide the District with a list and the copies of signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.
- C. Additional authorizations submitted after the schedule set forth in paragraph (B) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph (B).
- D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Union.
- E. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

Section 2. Agency Fee

- A. All employees included in the bargaining unit who are not members of the Union, shall be required to pay the Union an Agency Shop Fee, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Union. The District shall deduct such fee in the same manner that membership dues are deducted.
- B. The Union affirms it has adopted a refund procedure consistent with law.
- C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- D. Said employees have the right to recover any part of an Agency Shop Fee deduction which represents the employees' pro rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

Section 3. Miscellaneous Deductions

The District shall deduct other insurance premiums in accordance with applicable laws in the same manner that membership dues are deducted.

ARTICLE V
RIGHTS OF HARRISON UNIT, CSEA

Section 1. VISIT: The President of the Westchester Local 860 of the C.S.E.A., Inc. or designated labor relations specialist, shall have the right to visit the facilities of the School District for the purpose of adjusting grievances and administering terms of the agreement, upon notice to the Superintendent, provided that such visits are not disruptive to the operations of the District.

Section 2. HARRISON UNIT RIGHTS The Harrison Unit has the right to post notices and communications on employees' bulletin board maintained on the premises and facilities of the School District at a place designated by the Board of Education.

Section 3. CSEA DELEGATES Up to a total of six (6) days leave per school year without loss of pay shall be granted to the Harrison Unit to be used by the employees appointed as delegated by the President of the Harrison Unit, to attend the CSEA conventions or

workshops. Other delegates may be appointed, but such conference days shall not exceed the allowable days provided above.

Section 4. ADMINISTRATION OF AGREEMENT For the purpose of adjusting or assisting the administration of the contract the appointed or elected delegate shall be permitted upon the consent of the Superintendent or his designee a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose, the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of the School District. It is understood and agreed that time off from their regular duties requires permission from the Superintendent or his designee, and that such response shall not be withheld for more than 48 consecutive hours. If denied such denial shall not be unreasonable.

Section 5. SCHOOL BUILDING FACILITIES Provided space is available, the District shall make a reasonable effort to provide a room in each building for use by the Harrison Unit members which may include a dining area. Any utility expenses incurred from the use of this room will be borne by the Harrison Unit.

Section 6. USE OF BUILDINGS The Harrison Unit will have the right to use school buildings including office space, if available, without charge at reasonable times of any day or evening for its meetings and other business, provided that such will not conflict with previously scheduled school events or create an additional cost to the District.

Section 7. USE OF EQUIPMENT The Harrison Unit will be allowed reasonable use of photocopying and printing equipment of the District without charge except for supplies.

Section 8. COPIES OF AGREEMENT The School District agrees to give to the President of the Harrison Unit for each new employee and all present employees, a copy of this Agreement, in booklet form, and to furnish salary schedules of the employees who are members of the Harrison Unit. The School District shall provide a schedule setting forth, as to all CSEA employees: a) name, b) title, c) status and d) salary.

ARTICLE VI
WAGES

Section 1. A. Wages and salaries covered by this agreement shall be in accordance with the schedules listed as Appendix A, B, C, and D, and each employee shall be advanced one step from the prior year, except as indicated.

B. Appendix "A" shall be for the period July 1, 2004 through June 30, 2005 and shall reflect a 3.50% salary increase on each step, plus increments.

C. Appendix "B" shall be for the period July 1, 2005 through June 30, 2006, and shall reflect a 3.50% salary increase on each step, plus increments.

D. Appendix "C" shall be for the period July 1, 2006 through June 30, 2007, and shall reflect a 3.50% salary increase on each step, plus increments.

E. Appendix "D" shall be for the period July 1, 2007 through June 30, 2008 and shall reflect a 3.50% salary increase on each step, plus increments.

Section 2. All full time 10 month employees requested to work during the summer shall be paid at their current hourly rate of pay.

Section 3. Employees who are assigned to more than one school building in any one school day will be reimbursed for their mileage at the IRS rate, as determined by the Federal Government, for inter-school driving required to be done by them by use of their own car.

Section 4. New employees who begin their employment with the District after December 31st of any given school year and returning ten (10) month employees who are on leave of absence from employment for more than five (5) months in any given school year or

twelve month employees who are on leave of absence from employment for more than six (6) months in any given school year will not be entitled to a salary increment for the following school year.

Section 5. Effective July 1, 2004, a new step 10 shall be added to the existing salary schedule which shall be equivalent to \$1500 more than the previous step.

ARTICLE VII
SPECIAL RATES OF PAY

Section 1. A. CUSTODIAL DEPARTMENT The designated custodian at the Middle School shall be paid additional compensation of \$1,000.00 over annual base salary for additional duties for maintenance and operation of the L.M.K. pool, pursuant to Civil Service job description.

B. The designated custodian/groundsman (one individual) holding appropriate pesticide license shall be paid additional compensation of \$1,000.00 over annual base salary for additional duties performed pursuant to the terms of such licensure.

C. NIGHT CUSTODIANS AND CLEANERS Custodians and cleaners who are permanently assigned to the night shift shall receive additional compensation of ten (10%) percent over annual base salary. A night shift is a shift starting at 2:00 p.m. or later.

D. NURSES' EQUITY PAY

Number of Years with the District	2004/05	2005/06
1-3 years	\$300	\$300
4-6 years	\$500	\$500
7-9 years	\$750	\$750

Section 2. PAYMENT FOR ADDITIONAL WORK DAYS AND OVERTIME

Per diem rates of pay for additional days worked and for overtime shall be uniform for 10 month and 12 month employees, as follows:

12 month employees: $\frac{\text{Annual base salary}}{240} = \text{daily rate of pay.}$
 10 month employees: $\frac{\text{Annual base salary}}{200} = \text{daily rate of pay.}$

Overtime pay shall be computed by dividing the above daily rate of pay by the appropriate hours worked per day, to gain the hourly time rates, and then multiplying by either time and one half (1.5) or double time (2), as appropriate, to determine overtime rates. Employees shall submit their overtime bi-weekly to their supervisor.

For the purposes of calculating overtime, the following shall apply:

Clerical Staff	Divide by 7 hours
Custodian Staff	Divide by 8 hours
Nurses	Divide by 7 hours, based on the annual school calendar
Health Assistants	Divide by pro-rated hours, based on the annual school calendar

For those employees currently receiving merit pay prior to July 1, 2006, annual base salary for the purposes of this section only, shall include wages from the salary schedule plus merit pay, or where applicable, night differential, but shall exclude longevity payments.

Merit pay for all other employees will terminate as of July 1, 2006, and annual base salary for the purposes of this section only, shall include wages from the salary schedule plus night differential where applicable, but shall exclude longevity payments.

Section 3. SUBSTITUTE PAY The Superintendent of Schools shall determine rates of pay for clerical, custodians and nurse substitutes that attracts quality substitutes, provides market competitive rate, and does not exceed, on a daily rate basis, what current full time employees earn in Step Four (4) of the applicable ten (10) month and/or twelve (12) month position.

ARTICLE VIII

LONGEVITY

Section 1. BENEFITS DEFINED Effective June 30, 2006, full time employees shall receive in addition to their annual salary, after twelve and subsequent years of service with the Harrison Central School District , the following amounts:

<u>Years of Service</u>	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>
Beginning 13th through 15 th	\$1386	\$1428	\$1482	\$1538
Beginning 16th through 18 th	\$2031	\$2092	\$2170	\$2251
Beginning 19th through 24 th	\$2514	\$2589	\$2686	\$2787
Beginning 25th and over	\$2996	\$3086	\$3202	\$3322

Employees hired after July 1, 1984 shall be entitled to a longevity bonus based upon their years of employment with the Harrison Central School District. Employees shall not be entitled to a longevity bonus until the completion of twelve (12) years of service with the Harrison Central School District. Payment shall be in accordance with the above schedule. Employees hired on a 10 month basis shall accrue credit under this section during the period September 1 - June 30. Employees hired on a 12 month basis shall accrue credit under this section during the period July 1 - June 30.

ARTICLE IX
HOURS OF WORK

Section 1. The regular work year for all twelve (12) month employees shall be from July 1 through June 30 and shall be guided by the approved Holiday Calendar in Article XI, Section 1.

All ten (10) month employees shall be required to work from September 1 through June 30, including from September 1st to the start of the school calendar and from the end of the school calendar to June 30. The Nurses first day of each school year will be the same first day as the teachers', in accordance with the teacher calendar.

All ten (10) month employees shall not be required to work during school recesses (i.e., Christmas, mid-winter and spring recesses) and the approved Holiday Calendar and snow days. The Health Assistants' work year shall be in accordance with the teacher calendar.

Section 2. The regular work week for all employees, exclusive of employees within the building services categories (i.e. custodial, cleaner, maintenance and grounds employees) shall be Monday through Friday of their respective work year as set forth in Section 1 above. Commencing July 1, 1996, new hires within the building services categories may be hired on a flexible work schedule to include Saturdays as part of said employee's regular work week schedule. The District shall be permitted to assign employees hired on or after July 1, 2005, within the building services categories to a flexible work schedule to include Saturdays as part of said employee's regular work week schedule. The District shall fill said positions by soliciting volunteers first. In the event there are an insufficient number of volunteers to fill said positions, employees shall be assigned to said positions in inverse order of seniority. Thirty (30) days notice shall be provided to the affected employee, unless said notice cannot be provided due to an emergency.

Section 3. The work day for unit personnel shall be as follows:

- A. The work day for all building services categories will be eight hours per day exclusive of a one hour lunch period.

The District reserves the right to schedule employees within the building services categories within the following time frames:

High School: 6:00 a.m. - 10:00 p.m.

Middle School: 5:30 a.m. - 11:00 p.m.

Elementary School: 6:00 a.m. - 10:00 p.m.

The later shift for building services categories employees at the elementary schools shall be staffed by new hires, volunteers and then by inverse order of seniority.

- B. The work day for school nurses and health assistants will be seven hours per day exclusive of a thirty minute lunch period.
- C. The work day of all other full-time unit personnel will be seven hours per day exclusive of a one hour lunch period.

D. Notice for Summer Work: In the absence of extenuating circumstances, on or before the last day of school, nurses will be informed of the number of days to be worked during July and August.

Schedule	Work hours Per Week	Work Day	Work Week
Switchboard: One permanent part-time(12 months)	27½	7	35
Switchboard: One permanent part-time sub-caller (12 mos.) 4½ hours on switchboard and 2½ hours subcalling and related work	35	7	35
10 month: Sec.-Steno., Senior Steno., Senior Typist, Sec. to Principal, Steno., Typist, Office Assistant/Automated Systems, Data Entry Operator, Library Clerk, Parking Attendant	35	7	35
10 month: Nurses-work year school calendar starting time ½ hour prior to assigned school opening. Lunch period, employees choice of minimum ½ hour to maximum 1 hour	35	7	35
10 month: Health Assistants (school calendar)	as scheduled (min.20 hrs.)	7	35
12 month: Secretary to Superintendent, Sec. Steno., Sr. Steno., Secretary to Principal, Sr. Typist, Steno., Typist, Account Clerk, Senior Acct. Clerk, Audio-Visual Technician, Secretary to School Official, Senior Clerk, Clerk, Account Clerk/Transportation, Junior Accountant, Data Entry Operator, Office Assistant/Automates Systems, Senior Office Assistant/ Automated Systems, Cable TV Program Director, Network Administrator, Junior Network Specialist, Microcomputer Technician, Staff Asst./Ins. Tech, Technology/Clerk Asst.	35	7	35
12 month: Custodian, Cleaners, Senior Custodian, Head Custodian, Maintenance Mechanic,	40	8	40

Custodian/Groundsman, Maintenance Mechanic/Groundskeeper, Maintenance Laborer			
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The parties herewith acknowledge that the foregoing chart shall not be grievable and is set forth in the contract for informational purposes only.

Upon request of either party, a labor-management committee, consisting of representatives of the District Administration and Union, shall meet to discuss, evaluate and recommend prospective changes in work schedules, shifts and staffing.

Section 4. SUMMER HOURS Summer hours are from July 1 through August 31 of each school year and Superintendent’s Conference days, shall be as follows:

- A. School Buildings/School Administration Offices:
 Seven hours work day excluding one hour or one-half hour lunch period at the employee’s choice. Starting and ending times for work day to be determined by the Superintendent of Schools.
- B. Custodial and Maintenance:
 Seven and one-half hour work day excluding one half hour lunch period. Starting and ending times for the work day shall be determined by the Superintendent of Schools.
- C. Head Custodian
 At the middle school and high school the Head Custodian shall organize work schedules to have buildings covered without overtime until 6:00pm Monday through Friday. In the elementary school buildings, Head Custodians shall organize work schedules to have buildings covered without overtime until 4:00pm Monday through Friday.
- D. Notwithstanding the reduced work week, employees shall be eligible for overtime only after working forty (40) hours in any one week.

Section 5. In the event buildings are closed during a vacation or recess period, the employees assigned to such building shall either be assigned to another building which has not been closed for such period or have such time off charged as vacation leave or leave without pay.

ARTICLE X
PREMIUM PAY

Section 1. Overtime shall constitute all time worked by employees each day in addition to the hours of their regular full-time work week in that classification, and all time worked by employees each week in addition to the hours of their normal work week. Such overtime shall be compensated at the rate of time and a half. Any overtime must be authorized in advance by the immediate supervisor of the employee. There shall be no pyramiding of overtime. Part-time workers do not begin to receive overtime until they have worked the required amount of full-time hours for that classification. (e.g., A part-time and full-time custodian does not begin to receive overtime until after working forty (40) hours.) The parties acknowledge that paid leave time shall be considered a part of the regular work week for overtime purposes.

Section 2. Any work performed on a Sunday or holiday shall be compensated at the rate of double time. Building checks shall be limited to one hour per check, unless otherwise authorized in advance by the Superintendent of Buildings and Grounds.

Section 3. Leave granted in accordance with this agreement shall not be deducted from the employee's work week.

Section 4. It is the school district's objective to keep overtime to a minimum. However, it is recognized that at times a certain amount of overtime is necessary. The assignment of overtime shall be on a fair and equitable basis.

Section 5. **EARLY DISMISSAL**

A. In the event of early dismissal of CSEA employees because of weather conditions, all CSEA employees shall be dismissed at the discretion of the Superintendent and/or Superintendent's designee. For Buildings and Grounds employees the foregoing dismissal shall be no later than two (2) hours after dismissal of students, except as limited by paragraph B below. For all other CSEA employees the foregoing dismissal shall be no later than one-half (1/2) hour after dismissal of students, except as limited by paragraph B below. Any employee required to work beyond the time periods set forth above (two (2) hours and one-half (1/2) hour, respectively) shall be compensated at the rate of time and one-half for all hours worked.

B. All CSEA employees shall be required to work additional hours beyond the time periods set forth above (two (2) hours and one-half (1/2) hour, respectively), to perform emergency services only, as dictated by the weather conditions. Dismissal shall be at the discretion of the Superintendent and/or the Superintendent's designee. Such dismissal shall not be unreasonably withheld. Any employee required to work beyond the time periods set forth above (two (2) hours and one-half (1/2) hour, respectively) shall be compensated at the rate of time and one-half for all hours worked.

Section 6. A. In the event any Clerical, Secretarial, Nurses or Audio-Visual Technician employee is requested to work during a day school was not opened because of weather conditions, such employees shall be paid additional compensation for the number of hours worked, at the rate of one and one-half of the employee's regular hourly compensation.

B. CUSTODIAL AND MAINTENANCE EMPLOYEES

(i) In the event school is not opened because of weather conditions, all employees will be required to work three hours of their regular work day before they become eligible for overtime payment.

(a) Night Shift employees shall report to their own work site on the day shift.

(ii) Any time worked by an employee, day or night crew, before or after the first three hours will be compensated at the rate of time and one-half.

Example: Day Shift Employee - 7:00 a.m. to 4:00 p.m. shift

(a) Time worked before 7:00 a.m. - time and one-half payment.

(b) 7:00 a.m. to 10:00 a.m. - regular compensation, no additional payment.

(c) Time worked after 10:00 a.m. - time and one-half payment.

Night Shift Employee - 2:00 p.m. to 10:00 p.m. shift reporting to work at 8:00 a.m.

(a) 8:00 a.m. to 11:00 a.m. - regular compensation, no additional payment.

(b) Time worked after 11:00 a.m. - time and one-half payment.

Section 7. EXTRA CURRICULAR ACTIVITIES

(i) Any employee may be assigned to work, cover and/or supervise extra curricular activities of the District. Payment for this shall be in accordance with this Agreement.

(ii) Payment for coverage of sporting activities (i.e. supervision, timer/scorer) shall continue to be made in accordance with the teachers' contract.

Section 8. NURSES

Nurses required to work during July and August shall be compensated at their regular rate of pay for all hours worked.

ARTICLE XI
HOLIDAYS

Section 1. Twelve month full-time employees shall be granted 17 holidays during the calendar year. Ten month employees shall be granted those holidays which occur during their ten month work period. The holidays for CSEA employees will be selected by mutual agreement of the Superintendent of Schools and the President of the Harrison Unit, CSEA, and shall be designated on an amendment to the school calendar as holidays for CSEA employees.

Section 2. CALENDAR The school calendar shall not be adopted or put into effect, without prior notice or consultation with the President of the Harrison Unit. The Board of Education has the final responsibility for the school calendar.

ARTICLE XII
VACATIONS

Section 1. Twelve (12) month Employees shall receive vacation periods with full pay in accordance with their years of continuous service as employees of the School District and its predecessor school districts, as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION PERIOD PER YEAR</u>
Less than one full year	Prorated for months of service
Completion of one full year	10 Days
Completion of three full years	15 Days
Completion of six full years ¹	20 Days

The vacation periods above shall not be cumulative.

¹ Employees commencing employment with the District on or after July 1, 1995 shall, upon the completion of ten full years of service be credited with 20 Days.

Section 2. The immediate supervisor and the appropriate administrator, as designated by the Superintendent of Schools, of the employee will approve the vacation period for employees so that such vacations will least interfere with the operation of the school to which each employee is assigned.

All vacation requests in excess of three (3) days shall be submitted to the administrator in charge in writing no less than one (1) week in advance of the requested vacation time. In the event of an emergency this requirement may be waived at the discretion of the Superintendent of Schools or his designee.

Section 3. Vacation must be taken in the fiscal year that it is earned based on the above schedule. Exceptions, due to emergencies or special circumstances, may be granted by the Superintendent of Schools.

Section 4. Employees who are on an approved leave of absence without pay shall have their vacation time pro-rated for service rendered in any given school year.

ARTICLE XIII

SICK LEAVE and LEAVES OF ABSENCE

All paid leave days under this section shall be prorated for employees whose date of initial employment occurs after July 1st of any school year.

A. SICK LEAVE

Section 1. Ten month employees shall receive 15 sick leave days and 12 month employees shall receive 18 sick leave days annually at full salary. For employees hired after April 18, 2006, effective July 1st of each year, 10 month employees shall be credited with 12 days of sick leave at full pay and 12 month employees shall be credited with 14 days of sick leave at full pay. There shall be unlimited accumulation of unused sick days for employees.² A physician's certificate shall be required upon the request of the Superintendent of Schools or his designee of any employee who is absent the day before or the day after a school holiday or vacation period, and after an absence of three (3) consecutive days or more.

² Employees commencing employment with the District on or after July 1, 1995, shall be entitled to accumulate a maximum of 165 days unused sick leave.

Section 2. ATTENDANCE REVIEW POLICY

- a.
 - 1) All twelve (12) month employees whose attendance record has been perfect (zero absences) or noteworthy (5 or fewer absences) shall receive a letter of commendation from the Superintendent of Schools.
 - 2) All ten (10) month employees whose attendance record has been perfect (zero absences) or noteworthy (3 2 or fewer absences) shall receive a letter of commendation from the Superintendent of Schools.
- b. In the event that the District determines that a unit member has demonstrated a clear and established pattern of misuse of sick and/or personal leave, the following procedure shall be available for use by the District:
 - 1) The unit member shall be notified in writing of the District's concern. Said written notification shall also establish a conference date for a discussion of the District's concerns. The conference shall be held by the Assistant Superintendent for Personnel and Business and/or his/her designee. The employee shall have the right to Union representation at said meeting. A writing summarizing the conference shall be prepared by the Assistant Superintendent and provided to the employee and the Union.
 - 2) After issuance of said written summary, if no improvement in the employee's attendance record is evident (based upon a continued pattern of misuse of sick and/or personal leave), as determined by the District, a second conference shall be held to review the lack of improvement. The employee shall have the right to Union representation at said meeting. Following said conference the Assistant Superintendent for Personnel and Business and/or his/her designee shall issue a written determination which may include a formal reprimand. In addition to the formal reprimand, the Assistant Superintendent may require said employee to

substantiate further use of sick leave by supplying a physician's note for up to a maximum period of three months, as determined by the Assistant Superintendent.

- 3) Nothing hereinabove set forth shall be deemed a prerequisite to institution of disciplinary/discharge proceedings pursuant to the law against probationary or permanent employees.
- 4) Notwithstanding any other provisions of this agreement, the decision to institute this procedure shall be reviewable by way of expedited arbitration pursuant to the rules for voluntary arbitration of the American Arbitration Association.

Section 3. PAYMENT FOR UNUSED SICK LEAVE In the event of death of any employee while in the employ of the Harrison Central School District, his or her beneficiary shall receive payment of sixty (\$60.00) dollars per day for each day of such deceased employee's unused, accumulated, sick leave.

B. SICK LEAVE BANK A Sick Leave Bank (SLB) shall be established to provide income protection to participants in the event of long-term illness or injury or in the event of a participant's accumulated sick leave has been exhausted as a result of long-term illness or injury. Employees who borrow days will be required to repay such days at the rate of 2 days per year until totally repaid.

Section 1. DEFINITIONS

Eligible CSEA Member	Any member of the bargaining Unit who has been in the Harrison School System for at least one year.
Committee	The group of individuals appointed to administer the SLB, as hereinafter provided.
Contribution of Leave Days	A form approved by the Committee for eligible employees to sign to contribute the appropriate leave days for such participation, as hereinafter provided.
Participant	An employee who has been approved by the Committee and whose participation has not been terminated as hereinafter provided.

Benefit Leave	A withdrawal from the SLB of leave days granted by the Committee
Leave Day Withdrawal Request	A form approved by the Committee for Participants to sign when applying for a Benefit Leave.

Section 2 COMPOSITION AND RESPONSIBILITIES OF COMMITTEE

The Committee shall:

- a. Consist of five (5) CSEA members appointed by the Association, and two (2) Administrative representatives to be appointed by the Superintendent. The methods of selection, terms of office, and other similar issues shall, with respect to each such individual, be determined by, and the responsibility of, the party appointing such individual.
- b. Prepare appropriate forms of contribution of Leave Days and Leave Day Withdrawal Request, arrange for the duplication and distribution thereof so as to assure their availability to all who are entitled to receive them.
- c. Take all appropriate steps as are reasonable in order to facilitate enrollment in the SLB.
- d. Establish procedures for the maintenance of appropriate records with respect to SLB in conjunction with the Business Office.
- e. Review and pass upon all Leave Day Withdrawal Requests submitted to it. All forms approved by the Committee shall be forwarded promptly to the Business Office. Any disapproval shall be returned promptly to the applicant, together with an explanation of such disapproval.
- f. Do all other things necessary to insure the proper functioning of the SLB.

Section 3. CONTRIBUTIONS

- a. The initial contribution required of each eligible member shall be two (2) Sick Leave Days.
- b. The Committee shall call upon Participants for contributions of one (1) additional day each whenever the total number of days in the SLB falls below four hundred (400).

Section 4. WITHDRAWALS

a. Application for withdrawals may be made only by a participant ten (10) days before his or her accumulated sick leave has been exhausted. After qualification compensation will be retroactive to the expiration of the accumulated sick leave.

b. Withdrawals may only be made in connection with a long-term illness, or injury, of a Participant or in the case where a participant's accumulated sick leave has been exhausted as a result of long-term illness or injury. This shall not include illness or injury of another member of Participant's family or time taken by Participant to assist such other family member, nor shall it cover days for which Participant is receiving Worker's Compensation.

c. Should a Participant be unable to do so, a member of Participant's family or an agent may prepare and file a Sick Leave Withdrawal Request on Participant's behalf.

d. Each Sick Leave Withdrawal Request must be accompanied by a statement signed by physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapability to attend to the Participant's duties.

e. Should the Committee so request, either before or after approval of a Sick Leave Withdrawal Request, the Participant shall be required to undergo a medical review by a physician of the Committee's choice at Participant's expense. Failure to comply with such request shall result in disapproval or cancellation of the request.

f. The Committee shall not grant a withdrawal of more than thirty (30) days for any one (1) Participant and one (1) time. Additional leave days may be granted to a Participant after any thirty (30) day grant only on request to, and after review by, the Committee and compliance with any reasonable requirements requested by the Committee. The maximum lifetime benefit available to any participant in the SLB shall be one hundred and eighty (180) days.

g. The Committee shall have the right to disapprove Sick Leave Withdrawal Requests for any appropriate reasons, including any duly authenticated improper use of accumulated sick leave by the Participant.

h. The decisions of the Committee are final.

Section 5. TERMINATION A Participant's right to continue to participate in the SLB shall terminate only upon termination of Participant's employment by the District or failure of the Participant to contribute additional leave days duly called for by the Committee, unless the Committee grants a waiver

C. LEAVES OF ABSENCE

Section 1. Personal Leave. Each Employee shall be allowed 4 days of personal leave with pay, for the purpose of transacting or attending to personal business, as set forth hereinbelow, but not for the purpose of vacation. The employee shall give written notice to the superintendent or his designee of the date or dates for such personal leave. Such notice shall be given at least three (3) days prior to the day or days of such leave, except in a case of emergency, when such notice may be given by telephone. Unused leave days shall be added to unlimited accumulation of unused sick days.

Section 2. BEREAVEMENT

A. An employee shall be granted up to five (5) days of leave with full pay upon the occasion of each death in his immediate family or of a member of the household of which the employee is a part.

B. An employee shall be granted three (3) days of leave with full pay upon the occasion of each death in his family other than in the immediate family.

Section 3. SERIOUS ILLNESS IN FAMILY OR OF NEAREST RELATIVE

An employee shall be allowed a maximum of five days of leave with full pay during each school year because of serious illness or serious illness of a nearest relative residing in household, or immediate family provided that the services of the employee are required and the employee is rendering service. Each employee shall be granted an extended leave of absence without pay for up to one year for the purpose of caring for a seriously ill member of his immediate family or a seriously ill nearest relative as defined in Article 14(9). The Board may also grant additional leave without pay for this purpose.

Section 4. CHILD CARE LEAVE

A. A child care leave without pay or increment of up to two (2) full school years shall be granted to all employees. Any employee seeking such leave shall notify the Superintendent of Schools at least thirty (30) days before the leave is to commence, except in case of emergency, and shall in his or her notice indicate the anticipated commencement and termination of such leave. To the extent possible, such leave shall normally terminate at the end of a semester.

B. In the event that both husband and wife are employed by the Board, only one of them may be on child care leave at any given time, and such leave shall be for a maximum period of two (2) years per family.

C. If an employee chooses to take a child care leave, the leave must commence either prior to the birth or adoption (actual custody) of a child or within forty-five (45) days thereafter. If, however, the employee has become disabled as a result of the birth of a child, then the leave must commence within forty-five (45) days after the disability has ended.

D. Prior to the expiration of the leave the employee may request early return to duty which request may be granted at the sole discretion of the Board.

E. This agreement is subject to the terms and conditions of the Family Medical Leave Act, except that any benefits under this agreement which exceed those minimally required under said Act, shall remain intact.

F. Any child care leave shall subsume Family Medical Leave Act time taken by the employee in connection with the same birth or adoption.

G. LEAVE OF ABSENCES: Unpaid leaves shall be available to employees within the bargaining unit on the following basis. Employees shall make written request for leave no less than ninety (90) days in advance of the leave, except in case of emergency, stating the reason for the leave request. The duration of the leave shall be no greater than one year. Approval of such leave requests shall be at the sole discretion of the Board of Education and shall not be subject to review in any forum.

Section 5. BIRTH IN FAMILY A male employee shall be granted up to three days of leave with full pay upon the occasion of the birth of a child to in his immediate Family.

Section 6. PERSONAL INJURY BENEFITS

1. Whenever an employee is temporarily absent from school because of an injury caused by an accident or assault occurring in the course of his employment, the District will supplement the employee's Workers' Compensation award such that, subsequent to exhaustion of the employee's accrued sick leave, Workers' Compensation benefits plus this supplemental benefit shall equal 87.5% of the employee's daily rate of pay. In no event shall this benefit extend beyond the period of disability established by Workers' Compensation nor for a period in excess of one (1) year per injury, excluding re-injuries.

2. In the event an employee suffers a re-injury resulting in the employee being absent for more than the one (1) year cap set forth above, the District will supplement the employee's Workers' Compensation award such that, subsequent to exhaustion of the employee's accrued sick leave, Workers' Compensation benefits plus this supplemental benefit shall equal 75% of the employee's daily rate of pay.

3. Sick leave utilized in accordance with this provision will be re-credited upon receipt of Workers' Compensation determination of the number of days of disability, on a day for day basis.

4. Employees hired on or after July 1, 1995, shall be permitted to accumulate up to a maximum of 220 days of unused sick leave only for the purposes of this Workers' Compensation benefit. It is specifically agreed that employees shall not be permitted to exceed the 165 day cap on accumulated sick leave for any other purpose, including illness and payment for retirement purposes.

5. Employees who are absent under this provision shall continue to accrue all benefits as if he/she were undertaking his/her regularly assigned duties.

6. This provision shall be subject to any and all determinations of the Workers' Compensation Board as to whether and to what extent the injury suffered is a "compensable injury" as that term is defined in the Workers' Compensation Law. In the event it is determined by the Workers' Compensation Board that the employee is not entitled to Workers' Compensation benefits for any of the days that the employee has been absent in accordance with this provision, and the District has compensated the employee in accordance with this provision, the Union and the District shall meet to decide which of the following methods of repayment shall be utilized to make the District whole for those monies which were improperly distributed to the employee under this provision:

- a) The District shall withhold up to ten (10%) percent of the employee's wages each payroll period until the debt is satisfied;
- b) The employee shall be obligated to work a sufficient number of overtime hours, without compensation, until the employee's debt to the District is satisfied. The obligation to perform such overtime work to satisfy said debt must be completed within one year of the date that the District receives notice of the Workers' Compensation

Board's decision. The District and the Union shall mutually agree to the manner in which said overtime is assigned and scheduled;

- c) The District shall have the right to deduct a sufficient number of days from the employees' current (with the exception of accrued sick leave) and future annual paid leave entitlement, until the employee's debt to the District is satisfied. Said paid leave days shall include sick, personal and vacation. In no event shall the District deduct more than twenty-five (25) days of paid leave in any one school year.

Section 7. JURY DUTY Employees shall be granted leave, without loss of pay, for each day's attendance in court required by jury duty. The amount received by the employees for such service shall be paid by the employees to the School District on days the employee would have worked for the District.

Section 8. The leaves provided above, unless specifically indicated, are not cumulative. The leaves granted under any category shall not be deducted from the leaves provided in any other category. The number of days leave provided above shall be for each school year.

Section 9. DEFINITION OF IMMEDIATE FAMILY For the purpose of Section 3, the term "immediate family" means husband, wife, child, mother, father, brother or sister. For the purpose of Section 2(B) the following members of the family are included: grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, aunt or uncle.

ARTICLE XIV
RETIREMENT

To be eligible for any of the benefits outlined under this Article, an employee must provide the District with evidence of their retirement.

Section 1. The present Retirement Plan, as adopted by the Board of Education, effective April, 1970 (Section 75 E, 1/60th, retroactive to 1938), shall be continued.

Section 2. The Board shall continue to provide Section 41 J of the New York State Social Security Law; application of 165 days of unused sick leave upon retirement.

Section 3. The Board shall continue to provide Section 60 B of the New York Social Security and Retirement Program, improved death benefit.

Section 4. The Board shall continue to provide Section 75 G of the New York State Social Security and Retirement Program (25 year plan).

Section 5. Effective 1/1/86, the Board shall provide Section 75 I of the New York State Social Security and Retirement Program (20 year plan).

Section 6. RETIREMENT

A. (i). Any employee who has attained the age of fifty-five (55) or older and has twenty (20) or more years of service in the school district and its predecessor school districts desiring to retire, shall notify the Superintendent of Schools three (3) months before the proposed date of retirement. Such employee is entitled to receive an increase of twenty (20%) percent over his/her base salary for the year immediately preceding the date of his/her retirement.

(ii). In lieu thereof an employee described above can elect to be paid for his/her unused, accumulated sick leave, at a rate of \$60.00/day.

B. Any employee who has attained the age of fifty-five (55) or older, but has less than twenty (20) years of service in the School district at the time of retirement, shall be paid for their unused, accumulated sick leave, at a rate of \$60.00/day.

C. Employees hired after July 1, 1995, shall not be permitted to exceed 165 days of sick leave to be used for the purpose of retirement.

ARTICLE XV

MEDICAL INSURANCE

Section 1. a) Subject to the following limitations, the school district will pay the cost of hospitalization and Major Medical Insurance under Southern Westchester Schools Cooperative Health Plan for full-time employees and their dependents, and retirees and their dependents as set forth herein, and if any employee desires to be

insured under the H.M.O. option any additional cost will be paid by the employee.

- b) Anything to the contrary herein notwithstanding, each member of the unit enrolled in the family, two person or single coverage plan shall contribute the following percentage towards the total health care premium cost to the District:

2006/2007 8%

2007/2008 9%

- c) Health insurance shall be limited to full-time employees only (over twenty (20) hours per week).
- d) For any employee that elects to participate in the District's ' 125 Plan, the employee's health insurance contribution shall be deducted in accordance with such plan. For any employee that does not elect to participate in the District's ' 125 Plan, the employee's health insurance contribution will be deducted directly from the employee's salary over the course of the year.

Section 2. The School District reserves the right to change the health insurance carrier or pursue a plan of self-insurance, upon the condition that the benefits being offered by the new insurance carrier, and/or plan of self-insurance, shall be equal to or better than the benefits now being provided by the Statewide Health Insurance Plan. The District shall take such action as may be necessary to assure a provider of medical services of payment, to the extent of any benefits provided by such insurance carrier or plan of self-insurance. During the term of this agreement, the District agrees to match equally all benefit changes that may be provided by the Statewide Health Insurance Plan. The District will submit to the Union, thirty (30) days prior to any contemplated change, a complete list of benefits offered by the new health insurance carrier or plan of self-insurance.

In the event the benefits being offered by the new insurance carrier or plan of self-insurance are not equal to, or better than, the benefits now being provided by the Statewide Health Insurance Plan, the Union may demand arbitration of the issue within thirty (30) days after receiving said offer.

Section 3. Employees who are covered under another health insurance plan equivalent to the District Plan, under either a spouse or relative, may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source. The District will pay these employees an amount equal to 50% of the net savings in premiums that would be expended on their behalf taking into account any retirement or social security that must be paid on this amount. Employees electing to waive coverage must do so by October 15 with the provision of this section taking effect on January 1. Payment to the employee shall be made in two halves with the first half being made during the first payroll period in March and the second being made during the first payroll period in October. Reinstatement of full coverage may be made by notifying the District in writing no later than October 15 of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source the previously stated notification deadlines may be waived to the extent that there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, the employee will repay, pro rata, any amount already forwarded to him or her.

Section 4. All Unit members hired on or after April 18, 2006, shall pay into retirement half of the premium contribution they paid during their last year of active employment with the District.

ARTICLE XVI

HIRING POLICY AND POSITION CLASSIFICATION

A. FILLING VACANCIES

Section 1. NEW EMPLOYEES Employees when first hired will be placed in the job classification and at the salary schedule not to exceed Step #4 in accordance with their training and experience. When an employee is hired above Step #1 all incumbents of such job classification receiving less than such recruiting rate shall have their salaries brought up to such rate of pay. The Superintendent of Schools shall evaluate the training and experience of the

applicant, and the application shall include the knowledge that an employee has the opportunity of being hired up to Step #4, of the then existing salary schedule.

Section 2. NOTICES Within a reasonable time after the hiring of an employee, the Superintendent shall notify the President of the CSEA, in writing. The President will also be provided with a copy of the Board Agenda and minutes of public meetings.

Section 3. VACANCIES Notices of vacancies shall be posted in all schools and at the District office as soon as possible, but no later than fifteen (15) days before the date for submission of applications. Interested candidates should file a letter of interest to the Office of Human Resources within the deadline date for submission of applications. Notice of vacancies shall be provided to the Unit President.

Section 4. POSTING Notices of examination for promotional and new positions shall be posted upon receipt and such positions shall not be permanently filled except through an examination conducted by the Westchester County Civil Service Commission.

Section 5. PLACEMENT ON SALARY SCHEDULE DUE TO PROMOTION

Full-time incumbent employees, filling such promotional positions shall be placed on the same step of the Salary Schedule of the promotional grade, as he was in his previous position.

An employee who is promoted to the next classification within the general classification of his present position and who is on the maximum step of his salary schedule shall, upon promotion, be placed on the step of his new salary schedule in accordance with his years of service in the school district.

For the purposes of this provision, general classification means:

1. Custodial/Maintenance
2. Typist, Stenographer and Clerical
3. Cafeteria
4. Registered Nurses
5. Technology Employees

Section 6. Employees shall move on the salary schedule, as follows:

- a) hired between 7/1 and 12/31 - move to new step 7/1 of next school year
- b) hired between 1/1 and 6/30 - no movement in step on 7/1 of next school year

B. POSITION CLASSIFICATION

Section 1. Any employee working out of title on a temporary assignment will be compensated during said assignment at the rate of pay provided for such title. Said payment will be made from the first day of such assignment, but in no event will the compensation be less than the compensation paid to the prior employee in such assignment. Said assignments are effective upon written designation and approval by the Superintendent and or his/her designee. Only unit members may be so designated.

Section 2. All present titles and assignments are subject to change by the Board of Education based only on the requirement of the Westchester County Department of Civil Service. The Board will consult with the President of the Harrison Unit and his committee before adopting any change in title and/or assignment.

Section 3. All employees holding permanent civil service title and positions may be permitted to retain such title and position, although the Westchester County, Department of Civil Service requires them to take an examination for higher classification title and they fail to achieve a passing grade. The retention of any position shall be subject to the rules and regulations of the Westchester County, Department of Civil Service.

Section 4. NEW TITLES When new titles in CSEA positions are created, salaries for these positions must be negotiated with CSEA representatives.

Section 5. TEMPORARY APPOINTMENTS Temporary appointments shall be made only for a period of six (6) months. An extension of this time will be granted upon mutual agreement. Notwithstanding the foregoing, temporary appointments made as leave replacements for those on Board of Education approved leaves may be made for the period of the leave.

ARTICLE XVII

SENIORITY

Section 1. When making employee transfers and promotions or filling vacancies within the District, consideration shall be given to qualifications, training, performance and attendance. If all of the above factors, as determined by the Superintendent of Schools, are equal, seniority will be the determining factor when making such decisions.

Section 2. (i) All Non-Competitive and Labor Class employees will be granted the same protection under Section 75 of the Civil Service Law as is provided to competitive class

employees, insofar as such rights relate to suspension or removal, after completion of a 6-month probationary period. The District shall have the right to extend said probationary period for an additional six (6) months, not to exceed one (1) year. In the event said probationary period is extended, the employee shall receive written notice of said extension two (2) weeks prior to the expiration of the employee's probationary period. Upon receipt of such notice, the employee may request that the Superintendent of Schools and/or his/her designee provide the reason(s) for the proposed extension to the employee's probationary period. Said request must be received in written form by the Superintendent of Schools and/or his/her designee within two (2) weeks of the employee's receipt of the notice to extend the probationary period. The Superintendent of Schools and/or his/her designee shall provide said reason(s) concerning the extension of the probationary period, in writing, to the employee within two (2) weeks of the employee's request. The employee shall be entitled to file an appeal to the Superintendent's and/or designees' reasons for extending the probationary period. The Superintendent's decision concerning the extension of said probationary period shall be final and binding on all parties, however, said decision shall not be arbitrary or capricious. All non-competitive and labor class employees hired on or after April 18, 2006, shall serve a mandatory one (1) year probationary period.

(ii) In the event of layoff, due to abolition of position or termination other than "just cause", as provided by the Civil Service Law, employees in the Non-Competitive and Labor Class shall be laid off in the inverse order of seniority. Any employee so affected shall receive payment, at the current daily rate of pay, for all unused leave accruals.

Section 3. In the event of custodian or cleaner transfers between buildings within the District, such transfer shall be effective for a minimum period of six (6) months, unless the District shall agree otherwise.

ARTICLE XVIII

GENERAL WORKING CONDITIONS

Section 1. A. WORK FORCE There shall be no reduction in the existing work force necessitating a substantial increase in work loads. Should an increase in workload occur, employees shall not be required to work additional time. If an employee is required to work additional time, the employee should be paid the applicable overtime rate of pay.

B. There shall be no less than the following number of full time employees performing the required custodial and cleaner duties at the respective schools during the term of this agreement.

<u>School</u>	<u>Custodians</u>	<u>Cleaners</u>
Preston	4	1
Purchase	3	1 ½
Parsons	4	1
Harrison Avenue	4	1
Middle School	8	3
High School	9	2 ½
Districtwide	7	0

Section 2. CHANGES The District shall only have those classifications authorized by and in accordance with the Westchester County Civil Service Commission and regulations. Should the District seek to create new Civil Service classification(s) it will notify and consult with the CSEA. Except as expressly limited by the provisions of this agreement, any proposed change in employee classification other than that in which he or she was hired, shall be submitted to CSEA Harrison Unit for discussion and with the Westchester County Civil Service Commission where needed. Notwithstanding the foregoing, in the event the District creates a new classification or changes an existing classification, the CSEA shall have the right to negotiate the terms and conditions of employment for said employee, in accordance with the Taylor Law.

Section 3. SAFETY EQUIPMENT The School District will provide employees with safety equipment and employees shall be required to utilize same so long as such equipment is required by OSHA. Such equipment shall be requested by the Superintendent of Buildings and Grounds as part of his budgetary items.

Section 4. SUBSTITUTE EMPLOYEES Whenever prolonged illness constitutes a void in the labor force, the Board should attempt to hire temporary employees as substitutes to help alleviate the additional work load imposed by the absence of such employees.

Section 5. PERSONNEL SECURITY No employee is to work alone in a building or an isolated area, if it constitutes hazardous conditions, as defined by a committee of CSEA and administrators.

ARTICLE XIX
ADDITIONAL BENEFITS

Section 1. A joint committee consisting of representatives of the unit and District administration will meet and make recommendations to the Superintendent of Schools for the planning and implementation of professional growth activities each year during the life of this agreement.

Section 2. Nurses may be granted six (6) days annually, either one nurse six (6) days or six (6) nurses one day each, for health related activities, with the approval of the Superintendent of Schools, or his designee, and it is understood and agreed that said approval shall not be unreasonably withheld.

Section 3. Should an employee at the Harrison School District, while residing out of the District desire to have his/her child attend the Harrison Schools, the employee shall make a written request to the Superintendent. Permission shall not be denied if:

- a) class enrollment or size does not exceed contractual agreements; or
- c) transportation costs are not required; or
- d) the District does not incur any other reasonable costs as a result thereof.

Employees hired after April 18, 2006, shall not be eligible for this benefit.

ARTICLE XX
PROTECTION OF EMPLOYEES

Section 1. In the event of an assault upon an employee occurring during the performance of his duties, the employee shall immediately report the assault to the Building Principal and to the President of the Harrison Unit. The School District will provide legal counsel without charge to advise the employee of his rights and obligations with respect to such

assault, and the School District shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

If an employee is sued as a result of any action taken by the employee in accordance with the performance of his duties, the School District will provide such employee with legal counsel without charge and render all necessary assistance to the employee in his defense. The employee shall immediately notify the Building Principal of the service upon him of any legal process and shall deliver the said legal process to the Building Principal.

Section 2. REVIEW OF PERSONNEL FILE An employee will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself at a reasonable time upon request addressed to the Superintendent. All such material will be kept in files located with the Superintendent or his designee. An employee will be entitled to have a representative of the Harrison Unit accompany him during such review. Only persons who have official right and reason for so doing may inspect an employee's file, and said file shall not be open to the public inspection except upon specific written consent by the employee and the Harrison Unit or in accordance with law.

No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written response to such materials, and his response shall be reviewed by the Superintendent and attached to the file copy.

Section 3. EVALUATION Any evaluation rating must be in writing and offered for employee's perusal. The employee may have a conference with the person who made the evaluation, and the opportunity to respond to any derogatory material.

ARTICLE XXI GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential

to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion and by which the District and its employees are afforded adequate opportunity to resolve differences.

B. DEFINITIONS USED IN GRIEVANCE PROCEDURE:

1. "Grievance" is a claim by any employee or group of employees based on any event or condition, which is a violation, misinterpretation or inequitable application of this agreement.
2. "Principal" means the person in charge of the building.
3. "Superintendent" or "Chief Executive Officer" means Superintendent of Schools and/or his/her designee.
4. "Association" means Harrison School Unit, Civil Service Employees Association, Inc.
5. "Aggrieved Party" means any employee claiming a grievance.
6. "Party in Interest" means any party named in a grievance who is not the aggrieved party.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth a general statement as to the decision and a reason supporting said decision.

3. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2, described below.

4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid

interruption of work activities and to avoid involvement of students in any phase of the grievance procedure.

5. The Board of Education and the Union agree to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

6. Except as otherwise provided at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

8. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

9. The grievant may choose whomever he wishes to represent him at Stages 1, 2, and 3, except that such representative may not be an official of a competing employee organization.

10. If any provisions of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

11. The election to submit a dispute hereunder to grievance and arbitration shall automatically be a waiver by the claimant of all other remedies or forums which otherwise could

be available, except that when a claim is declared non-arbitrable by an arbitrator or a court, the claimant shall have access to other forums.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the grievance is presented in writing at the first stage within thirty (30) school days after the employee knew or should have known of the occurrence of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement is barred.

4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Union within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

E. STAGE 1: BUILDING PRINCIPAL/DIRECTOR OF FACILITIES AND OPERATION

1. An employee having a grievance will discuss it with the Director of Facilities and Operations and/or designee (for Buildings and Grounds employees) or the building principal (for all other employees) either directly or through an Association representative with the objective of resolving the matter informally.

2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the building principal or Director (or designee) within thirty (30) school days after the employee knew or should have known of the occurrence of the act or omission on which the grievance is based. Within ten (10) school days after receipt of the written grievance, by the

Building Principal, Director of Facilities and Operation or other appropriate representative, he/she will submit a written response to the grievant.

F. STAGE 2: CHIEF EXECUTIVE OFFICER

1. If the employee initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 to the Chief Executive Officer may be filed within ten (10) school days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

2. Within ten (10) school days after the receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the employee, his representative and all other parties in interest.

3. The Chief Executive Officer shall render a decision in writing to the employee and the Association within ten (10) school days after the conclusion of the hearing.

G. STAGE 3: ARBITRATION

1. After such hearing, if the employee and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within fifteen (15) days of the decision at Stage 2.

2. Within five (5) school days after such written notice of submission to arbitration, the School District and the Union will select an arbitrator in accordance with the rules of the American Arbitration Association or another mutually agreeable organization.

3. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proof are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE XXII
VALIDITY OF AGREEMENT

Section 1. If the enactment of legislation or a determination by the court of final jurisdiction -- whether in a proceeding between the parties or one based on a similar state of fact, renders any portion of this agreement invalid or unenforceable -- it shall not effect the validity of the rest of the agreement which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not been originally included therein.

ARTICLE XXIII
DURATION OF AGREEMENT

Section 1. The agreement shall become effective July 1, 2004 and shall continue in full force and effect until June 30, 2008 and, pursuant to the Taylor Law, shall continue until a successor contract is agreed upon.

ARTICLE XXIV
NO STRIKE CLAUSE

Section 1. The CSEA affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

1. Each year, the Board of Education shall provide three (3) sets of uniforms, one (1) short summer jacket, one (1) long winter jacket and work shoes to Buildings and Grounds employees. It is understood that employees shall wear the complete uniform while on duty. The A.V. technician shall receive work clothing as requested by the employee. Lab coats, as needed,

shall be supplied to school nurses. Orders for the above items shall be placed by the district no later than August 1 of any year.

2. It is understood and agreed that the Board will annually pay to the Harrison School Unit Benefit Fund in the amount of \$753 for each employee for the purpose of providing Dental Benefits, Optical Benefits, or any other employee benefit program. Said payment shall be made sixty (60) days subsequent to the presentment of an invoice to the District by the CSEA.

It is understood and agreed that the Board of Education has the right to inspect the books of the Harrison School Unit to determine if the funds are being spent as provided above. The CSEA representatives who administer the Benefit Fund shall be bonded.

The Benefit Fund shall be increased annually by \$34,396. Such increase, over and above the existing \$753 annual contribution per employee, shall not be cumulative, and shall be paid to the Harrison School Unit employee benefit fund September 1st of each school year.

3. The Board of Education shall provide twenty-six (26) pay periods per year, and overtime shall be paid in the next pay period after which it was earned. The Board of Education shall implement a District-wide pay period policy. Whatever system that is developed shall be implemented in this bargaining unit.

Ten (10) month employees shall have the option of having their annual salary paid over a 12 month period, or as presently paid over a 10 month period, provided said choice is made, in writing, to the Business Manager, prior to June 1 of the year.

4. For accrual purposes, all permanent part-time employees shall only be entitled to holidays, vacations, sick leave and leaves of absence on a pro-rata basis of hours worked but shall not be entitled to medical or health benefits. Permanent part-time employees shall be hired on the first step of the job classification on a pro-rated basis.

5. Effective July 1, 2006, a joint committee consisting of representatives of the Harrison Unit and Administrators will meet and make recommendations to the Superintendent of Schools for the planning and implementation of professional growth activities each year during the life of this Agreement. Any determination in connection with professional growth activities made by the Superintendent of Schools shall be final and not subject to the grievance procedures.

FOR C.S.E.A:

PRESIDENT

FOR EMPLOYER:

HARRISON CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS