

# AGREEMENT

by and between the

**GALWAY CENTRAL  
SCHOOL DISTRICT**

and

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



Galway CSD Unit #8454-00  
Saratoga County Educational Local 864

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

Mary E. Sullivan, President



**July 1, 2021 - June 30, 2024**

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POSITIONS AND LEVELS

**LEVEL IA**

AUTO REPAIRER  
SCHOOL BUS TRAINER  
BUILDING MAINTENANCE MECHANIC  
CLEANER  
CUSTODIAN 2<sup>ND</sup> SHIFT  
CUSTODIAN 3<sup>RD</sup> SHIFT  
GROUNDSKEEPER  
HEAD CUSTODIAN  
SCHOOL SECRETARY – 12 MONTH  
STENOGRAPHER

**LEVEL IAA**

NURSE – 10 MONTH + 20 DAYS  
SCHOOL SECRETARY – 10 MONTH + 20 DAYS  
SENIOR ACCOUNT CLERK TYPIST - 10 MONTH + 20 DAYS

**LEVEL IB**

BUS DRIVER  
COOK (hired on or before 9/3/13)  
FOOD SERVICE HELPER (hired on or before 9/3/13)

**LEVEL II**

ASSISTANT FOOD SERVICE HELPER  
BUS MONITOR  
CLEANER PART TIME  
COOK (hired after 9/3/13)  
FOOD SERVICE HELPERS (hired after 9/3/13)  
TEACHER AIDE

THIS AGREEMENT made this July 1, 2021 and expiring on June 30, 2024 between the Galway Central School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Galway Central School District Unit of the CSEA Saratoga Education Local 864.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

### **PREAMBLE**

The non-instructional personnel of the Galway Central School District are an important part of the educational program. Upon their shoulders rests the responsibility for bringing the children to school; providing the children with nutritional, well-balanced meals and taking care of the business and operational aspects of the school complex. The relationship between the Board of Education and the Galway Central School District Unit of the Civil Service Employees Association has always been congenial. We would like to continue this effective and harmonious relationship. This Agreement between the School District of Galway and the CSEA is evidence of our mutual respect and trust.

### **ARTICLE I RECOGNITION**

Section 1. The School District recognizes CSEA, Inc., for the purposes of collective negotiations for the maximum time period provided within the New York State Fair Employment Act. CSEA shall be the sole representative of the bargaining unit. Excluded from this unit are management/confidential employees and elected and/or appointed officials. Identified excluded titles include Cook Manager, Personnel Clerk, Secretary to the Superintendent, Treasurer, Transportation Supervisor, Supervisor of Facilities and the Computer Network Manager.

Section 2. The Association affirms that it does not and will not assert the right to strike against the School District, to assist or participate in such a strike, and shall not cause, instigate, encourage or condone any strike, slowdown or other concerted action for the term of this Agreement.

Section 3. All actions of the Board and the Association shall be governed by the provisions of the Education Law of the State of New York and other applicable statutes of the State of New York and the laws of the Federal Government.

## **ARTICLE II DEFINITIONS**

As used in the Agreement, the following terms shall have the respective meanings set forth below:

1. "School District" or "District" means the Galway Central School District, Galway, New York.
2. "Board of Education" or "Board" means the Board of Education of the School District.
3. "Association" means the Civil Service Employees Association, Inc.
4. "School Year" means the period commencing on the 1st day of July in each year and ending the 30th day of June next. See Also Article X, Work Year.
5. "Level IA" means an employee who is employed for twelve (12) month, July 1st to June 30th (260 days per year) and works at least seven and one-half (7-1/2) hours per day, and will include full payment (per regularly scheduled hrs.) for all closures and delays during which time classes are otherwise in session. The 12-month (High School Secretary) and School Secretaries in the Elementary School, in the Pupil Services Department and in the Operations, Maintenance & Transportation Department will work seven (7) hours a day when teachers and students are not present. Therefore, seven hours is actual work time. If you choose to take a 30 minute lunch, you are required to be at work 7.5 hours.
6. "Level IAA" means an employee who is employed for ten (10) month plus twenty (20) days, September 1st through June 30th (220 days per year), works seven and one-half (7-1/2) hours per day, and will include full payment for all closures and delays during which time classes are otherwise in session. The twenty (20) days to be worked is at the discretion of the Supervisor and employee over the course of each school year. Said days may be worked during the summer, winter and/or spring breaks. All ten (10) month plus twenty (20) day employees will work seven (7) hours a day when teachers and students are not present. Therefore, seven hours is actual work time. If you choose to take a 30 minute lunch, you are required to be at work 7.5 hours.
7. "Level IB" means an employee who is employed ten (10) month (194 days) and works five (5) or more hours per day, and will include full payment (per regularly scheduled hrs.) for all closures and delays during which time classes are otherwise in session. Food Service Helpers hired on or before 9/3/13 are not guaranteed five (5) hours per day as is specified in this article.
8. "Level II" means an employee in the bargaining unit who is paid an hourly wage only based upon actual hours of work performed. Effective July 1, 2014, these employees' wages are based on 190 days, and will include full payment (per regularly scheduled hrs.) for all closures and delays during which time classes are otherwise in session. Effective July 1, 2015, these employees' wages are based on 193 days, and will include full payment for all closures and delays during which time classes are otherwise in session.

**ARTICLE III  
SAVINGS CLAUSE**

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any additions thereto shall not be affected.

**ARTICLE IV  
DUES DEDUCTIONS**

Section 1. The District shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized CSEA Insurance deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies exclusively for the Association, as the recognized exclusive bargaining agent for the employees in this Unit. Employees who wish to withdraw their authorization for dues deductions must do so by following the instructions on their dues authorization card. For more information, contact CSEA at 1-800-342-4146.

**ARTICLE V  
EMPLOYER, ASSOCIATION AND EMPLOYEE RIGHTS**

Section 1. The District recognizes the right of employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract during working hours as required for business purposes in accordance with school board policy. Such employee representative shall also be permitted to appear at public hearings upon the request of the employee. The CSEA Unit President will be provided with personnel records upon request, as is allowed for by law, for union related business.

Section 2. The District and the Association shall so administer their obligations under this contract in a manner which will be fair and impartial to all persons and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, marital status, sexual orientation, gender identity, military status, source of income or disability.

Section 3. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District subject to the approval of the contents of such notices and communications by the District.

Section 4. Local Union business will not usually be conducted during regular hours of employment. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time from their regular duties to fulfill these obligations. It shall be understood that these obligations 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 subject to the approval of the supervisor or his/her assistant, in his/her absence.

Section 5. All Civil Service Employees of the Galway Central School District will be appointed upon approval by the Board of Education in accordance with the regulations of the Saratoga County Civil Service Commission.

Section 6. A Labor/Management Committee shall be established to include the Unit President, Unit Vice President, Unit Treasurer and Unit Secretary and Superintendent of Schools and/or a designee approved by the Superintendent.

Section 7. When the Board makes an appointment of more than one employee to the same title at their meeting, that employee who had previously worked the longest for the District on a temporary or substitute basis shall have seniority over other employee(s) hired that same day. For example; if two part time employees get appointed at the same time, the employee with the longest working time to the district shall have seniority.

Section 8. Notice of New Employees: Upon the hiring of a new employee to this bargaining unit, the District shall provide the Unit President and the CSEA Labor Relations Specialist the following information:

- Employee's Name,
- Address,
- Job Title,
- Department, and
- Work location

New employee is defined for this section as an employee who has not previously been employed by the District.

Section 9. New Employee Orientations: Within thirty (30) days of providing the notice in Article V Section 8, the District shall allow CSEA to meet with a new employee for a reasonable amount of time, not to exceed 20 minutes, during his or her work time. The meetings shall be with a group of individuals together. There shall be no charge to the leave credits of both the new employee and/or the CSEA representative and the Employer's representatives shall not be present unless specifically requested by CSEA.

For this section, New Employee is defined as an employee who has not previously been employed by the District.

Section 10. The Association shall have the right to use, without charge, District duplicating, office and audio visual equipment when such equipment is not otherwise in use. The Association will also have the right to use school buildings and facilities without cost to conduct Association business.

## **ARTICLE VI REMUNERATION**

Section 1. CSEA employees shall be reimbursed for the services rendered to the District in any school year in accordance with the hiring schedule affixed hereto and designated as "Appendix A", and made a part hereof. All unit employees will receive increases as follows:

Effective July 1, 2021 each employee will receive any Title adjustments and salary schedule adjustments plus a 2.5% salary increase (all salaried and hourly employees).

Effective July 1, 2022 each employee will receive a 1% salary increase (all hourly and salaried employees).

Effective July 1, 2023 each employee will receive a 1% salary increase (all hourly and salaried employees).

Section 2. In administering the salary schedule:

A. A ten (10) month employee may choose to have their pay "annualized" in order to receive a "multi-pay" check at the end of June of each year. This method is figured by dividing the total expected 10 month pay by 25. (the number of pay periods--21 plus an additional 4). The district withholds 4 of those checks for the "multi-pay" check to be written to the employee during the last pay period in June. The employee will receive approximately the same "gross" amount in each of the 21 pay periods for the 10 month school year. To be eligible for this plan, the employee must have a minimum of twenty-four (24) usable sick days in their sick leave account on September 1.

Prior to July 1st of each year the employee must provide written notice to the school district that they choose the "annualizing" their pay or they choose to be paid from the time card (actual time worked). Once this decision has been made it is set for the entire 10 month school year, unless the staff member uses all of their allotted time, in such case that employee would be paid off of the time card for the remainder of the school year.

B. New Employees: New employees shall be paid at the minimum starting salary rate indicated in Appendix "A", Salary Schedule. The salary schedule will remain at the same rates for the duration of the Agreement. In the event a newly hired employee is given a salary that is higher than other current employees in the same job title, any affected current employees with more than one year of District service shall have their salary increased by 1.5% (one and a half percent) above the newly hired employee in the same job title and any affected employee with less than one year of service shall have their salary increased to the same as the newly hired employee in the same job title.

C. Present Employees:

1. On July 1 of each year, all employees who have worked more than 2/3's of the previous school year, shall receive their wage increase as negotiated for that given school year. Employees who are promoted and/or change job titles and work more than 2/3's of the school year in the new title shall receive their wage increase as negotiated for that given school year.

2/3's of the school year is:



Level IA 260 Days per Year = 173 Days

Level IAA 220 Days per Year = 147 Days

Level IB 193 Days per Year = 129 Days

Effective July 1, 2014 Level II 190 Days per Year = 127 Days

Effective July 1, 2015 Level II 193 Days per Year = 129 Days

2. Service Credit: If an employee moves from one department to another, salary will be discussed through labor/management agreement.

3. Snow Days – When school is closed for snow days, the only employees required to report to work shall be employees from the facilities, operations and maintenance, and grounds department per the Supervisor, or Administration, and shall be compensated with compensatory time equal to the time worked to be paid out within the pay period cycle, banked for use, or paid out by June 1 of each given school year. Use of Compensatory time must be preapproved by the employee's Supervisor. In no case shall an employee fail to either take the time off or be paid for said compensatory time.

4. Any employee who is required to work per the Facilities Department Supervisor or Administration, on a day that the District has closed the facilities shall be compensated with compensatory time equal to the time worked. Compensatory time may be paid out within the pay period cycle, banked for use, or paid by June 1<sup>st</sup> of each given school year. Use of Compensatory time must be preapproved by the employee's Supervisor.

5. Staff members will be expected to attend professional development programs for the hours regularly worked in a normal school day. If invited to attend beyond the normal workday, the staff members who voluntarily agree to attend will be compensated for extra time up to an 8 hour day at a straight time rate. If the district mandates attendance beyond regular hours the additional time will be paid at time and one-half rate.

6. All overtime shall be assigned on a rotating seniority basis among employees in the same job classification except where the Superintendent or his/her designee determines that circumstances require that a particular employee be assigned the overtime without regard to seniority. Employees shall be first requested to work overtime on the basis of a rotating voluntary seniority roster which shall initially be created in descending order from most senior to least senior. If no employee volunteers, then employees shall be assigned to work overtime on the basis of a rotating mandatory seniority roster which shall initially be created in descending order from least senior to most senior. An employee who is mandated to work an overtime assignment made outside the regular seniority rotation will be placed at the bottom of the seniority lists upon completion of such assignment. If an employee has more than two (2) incidents of personal or family sick time in a week that they volunteer for overtime, then they will be requested to work forty (40) hours in a week to qualify for overtime for the remainder of the school year. Overtime is regulated by the Fair Labor Standards Act. Overtime occurs when an employee works beyond 40 hours in any one week. Vacation and holidays are to be considered time worked for the purposes of computing overtime.

7. In case of emergency, an employee who is called by an administrator or a supervisor to work during non-working hours or on non-working days will receive a minimum of two (2) hours pay at one and one-half times (1 ½) their regular hourly rate, except that for call-ins other than for snow removal, the Building Maintenance Mechanic, Head Custodian and the Auto Repairers shall receive a minimum of three (3) hours at a rate of time and one-half.

8. If the District changes a custodian/cleaner from second shift to the day shift during a “recess” or “vacation” period, and said employee is also assigned to an evening activity during that period of time, all hours beyond the regular shift will be paid at an overtime rate.

9. All employees must enroll in direct deposit.

10. A five (5%) percent salary differential will be paid to 3rd shift custodian/cleaner as is included in the salary schedule. It is agreed that a third shift custodian/cleaner will receive their differential pay throughout the year regardless of what shift they are assigned to during the vacations and summer. For purposes of this agreement, a third shift custodian/cleaner is any custodian/cleaner who spends more than 50% of his/her annual time in a third shift assignment. Third shift is defined as any regular shift beginning on or after 11:00 p.m.

11. In an emergency, the District may utilize a teacher aide for non-instructional teacher coverage and will receive an additional \$3.00 per hour.

12. The District will reimburse to employees in the nursing positions for the costs of their license, CPR/First aid certification, and two (2) required workshops per year. The employee will be reimbursed upon receipt to the District for each of these costs.

13. All employees will be paid for their regular daily hours when the District chooses to have a delayed day or an early release.

14. If a CSEA member gets their CDL and completes the bus driver training, and agrees to sub drive, with prior approval from the superintendent, such employee shall receive \$500 annually. The cost of the CDL and bus driver training shall be paid at the sub driver job rate when performing their bus driver duties.

Bus Driver's hired on or after July 1, 2021, shall receive a one-time signing bonus of \$500 to be paid upon completion of one year of employment with the District. The \$500 will be paid in a separate check.

15. The School Nurse (RN) shall receive a \$5,000 Supervisory stipend annually for supervising the LPN(s).

## ARTICLE VII – INSURANCES

Section 1. The District shall assume the cost of health and prescription insurance as provided for in Sections 2 and 3 of this article for eligible members of the unit and their dependents. The District shall pay a percentage of the cost of health insurance as offered by Blue Cross Matrix Plan of Northeastern New York for all members of the unit and their eligible dependents that were in the Matrix Plan prior to July 1, 2005. Description of benefits can be found in Appendix C. The District also agrees to offer a health maintenance organization (HMO) plan to members of the bargaining unit. Individual employees shall have the option of enrolling in the HMO. Employees may elect to make changes to their enrollment during open enrollment which is the month of June for coverage beginning July 1st. (For example, add or drop spouse from coverage, add or drop dental coverage, etc.).

Section 2. The District will contribute the following percentage of the cost of the Blue Cross and HMO plans (attached in Appendix C) as follows: The District shall contribute 90% of the costs of the Empire PPO Plan. The District shall contribute 89% of the costs of the HMO Plans. The District shall contribute 90% of the Empire HRA plan premium and \$1,000 towards the deductible. For all plans except for the Empire HRA plan, an employee's contribution shall be no more than \$1,300 for individual coverage and no more than \$2,500 for two-person or family coverage. The District shall deduct equal health insurance premium payments from an employee's paycheck. Such amount shall be determined by dividing the total employee annual contribution by the number of paychecks.

Eligibility for the above is as follows:

Level IA Individual, Two person, and Family

Level IAA Individual, Two person, and Family

Level IB Individual (Have option of purchasing Two Person and Family). Food Service Helpers hired on or before 9/3/2013 are only eligible for the health insurance buy-out per MOA dated 10/29/14.

Level II Not eligible for District paid health insurance. (refer to section 7 of this article)

Bus Drivers hired before 9/3/2013 have the option to participate in all insurances available.

Bus Drivers hired after 9/3/2013 will be entitled to participate only in the individual HRA health insurance plan.

The insurance buyout is for all entitled employees who decline insurance.

Section 3. Further, the CSEA agrees to allow the Galway Central School District to change the primary insurance carrier from Empire Blue Cross/Blue Shield to an equivalent carrier which will provide a plan substantially equivalent to the one in place during the agreement. The District agrees that such change in the primary insurance carrier will not take place unless the teacher bargaining unit (GTA) has also agreed to such a change in the primary insurance carrier.

Section 4. The District has implemented a Disability coverage plan for all bargaining personnel. If an employee is absent because of sickness or injury received off the job, the regulations of the New York State Disability Laws will prevail. Any personal sick leave available to the employee shall be charged until depleted. If sick leave is not available, disability insurance award is made directly to the employee. If a disability insurance award is made to the district, the employee shall

be credited with sick leave prorated on the amount of the award. All payments by the school district shall cease when the services of the employee are terminated by the Board of Education.

Section 5. The District shall implement the CSEA Vision Care Plan at the guaranteed rate for the contract duration. Level IA, Level IAA and Level IB employees shall be covered for individual and family plan. Level II employees shall be covered by the individual plan only and may purchase CSEA Employee Benefit Fund family coverage through payroll deduction at their own expense. Eligible employees who opt into the Insurance Buyout and wish to continue receiving Vision Care benefits will pay fifty (50%) percent of the annual premium and the Galway Central School District will pay fifty (50%) percent of the annual premium according to the benefit they receive under the contract.

Section 6. The District shall implement a Dental Plan for Level IA employees. The maximum District premium contribution shall be \$536 per year for coverage under the Employee Benefit Fund plan. Ineligible employees may purchase CSEA Employee Benefit Fund coverage through payroll deduction at their own expense. Eligible employees who opt into the Insurance Buyout and wish to continue receiving Dental Care benefits will pay fifty (50%) percent of the annual premium and the Galway Central School District will pay fifty (50%) percent of the annual premium according to the benefit they receive under the contract.

Section 7. Effective July 1, 2005, the District will implement an IRC Section 125 full Flexible Spending Plan (cafeteria plan). The plan administrator will be identified by the District. Participation in the plan is voluntary. Employees will notify the District no later than June 30<sup>th</sup> of the current year of their intent to participate. Open enrollment for the plan is September 1<sup>st</sup> – 15<sup>th</sup> each year for plan year October 1<sup>st</sup> – September 30<sup>th</sup>. Enrollment forms will be available in the business Office. Level II employees will receive the following annual compensation in lieu of health insurance that have at least one full calendar year of service from employee hire date. Employees who opt into the Insurance Buyout and wish to continue receiving either dental, vision or both for either themselves or their families, shall have the option of having said premiums deducted from their gross pay (prior to taxes) as described under the 125 Plan. Level II employees will receive \$500.00 in annual compensation in lieu of health insurance. This money will go into the Section 125 Flexible Spending Plan to be used specifically for medical/health costs.

#### Section 8. Insurance Buyout

Effective with the date of the contract implementation, a unit member who elects not to take the health insurance coverage offered by the District shall receive \$1,500 per year for individual coverage, \$2,250 for two-person coverage and \$3,000 for family coverage. Fifty percent (50%) of this amount will be payable to the unit member no later than November 30<sup>th</sup> of the school year and the remaining fifty percent (50%) will be payable no later than the first payroll in June of the current year. Members must notify the District prior to July 1<sup>st</sup> whether they will opt out for the following school year. The Declination of Health Insurance form to be signed by the unit member is included at the end of the contract. (Appendix E)

1) A Unit member who elects not to take the health insurance coverage must show proof that they are covered under a health insurance plan elsewhere.

2) Said election shall be irrevocable for the duration of the school year except that re-entry to the

health insurance plan shall be permitted under the following conditions:

- Circumstances of the unit member change which necessitates their reentry into the health insurance plan.
- The amount paid by the District as the incentive to decline health related insurance coverage during that school year shall be repaid to the District on a pro-rated basis prior to re-entry. Any re-entry must conform to the regulations of the District's health insurance plan.

3) Employees who meet the criteria set forth under Section 8 for the Insurance Buyout will not have to provide proof of dental or vision insurance to be eligible for said buyout. The decision whether or not to continue vision or dental benefits with the Galway Central School District solely rests with the employee.

#### Section 9.

An employee who is not eligible for health insurance can purchase the insurance during open enrollment which is the month of June for coverage beginning July 1st. Employees enrolling in the group plan, dental or health for the first time must pay July and August premium by June 30 and the balance of the premium will be a payroll deduction beginning in September and ending in June in equal payments. The following year the deduction will be September – June in equal payments.

#### Section 10. Insurance Benefits for Retirees

At the time of retirement, bargaining unit members who are the age of fifty or older with at least fifteen continuous years of service to the District immediately prior to their retirement shall have a part of their health insurance premiums paid by the District according to the following guidelines:

- 1) They must be a Level IA, Level IAA, or level IB employee at the time of retirement and have fifteen years of service with the District prior to retirement.
- 2) The bargaining unit member will pay 100% of the premium until he/she is 55 years of age, at which time the District will pay 50% of the cost of an individual plan to a retiree requesting insurance until the death of the employee, and who has completed at least 15 consecutive years of service with the District. The bargaining unit member will pay 100% of the premium until he/she is 55 years of age, at which time the District will pay 65% of the cost of an individual plan to a retiree requesting insurance until the death of the employee, and who has completed at least 20 consecutive years of service with the District. If the retiree is participating in a two-person or family plan, this amount of money will be applied towards that plan.
- 3) If the retiree is participating in a two-person or family plan, the District will pay an additional 35% of the premium that exceeds the individual premium rate until the death of the employee. At that time the District contribution ceases and the spouse may elect to continue participation by paying 100% of the premium. For certain retirees, the above District contribution amount is 45%, not 35%, per the MOA dated 10/27/14.

4) Employees who retire with accumulated unused sick leave may convert those days to reduce their share of the health insurance premium in retirement by an additional 0.08 percent of the individual premium rate for each unused sick day up to a maximum of 250 days. This applies only until the retiree reaches the age where Medicare coverage begins. (For example: An employee with the maximum of 250 days accumulated would acquire an additional twenty percent (20%) of the individual rate to be applied toward whichever type of coverage the retiree has requested.)

5) Employees may elect to make changes to their enrollment during open enrollment which is the month of June for coverage beginning July 1st. (For example, add or drop spouse from coverage, add or drop dental coverage, etc.).

6) District will sign up as a free participant for CSEA retiree eye coverage.

#### Section 11. Absence under Worker's Compensation

Employees covered hereunder who are injured at school in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in the following manner:

Any payment received, as Worker's Compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the District so long as the employee receives full salary. In the event the employee has not accumulated sufficient sick leave, the employee shall be entitled to retain any Worker's Compensation benefits for any period for which sick leave pay is not paid or payable. An employee shall be refunded sick days at a rate equal to the daily rate of pay in effect at the time of injury. The number of sick days credited shall be equal to the dollar amount of the insurance compensation received by the District divided by the daily rate of pay in effect at the time the sick days were used by the employee.

### **ARTICLE VIII NON-CONTRIBUTORY IMPROVED "20 YEAR CAREER" PLAN**

Section 1. The Board of Education of the Galway Central School agrees to provide Tier I, Tier II, Tier III, Tier IV, Tier V and Tier VI retirement plans for continuing employees presently enrolled in one of these options. New hires will be placed into the Tier VI plan, or any new plans that may be required by future legislative change.

Section 2. The effective date of the adoption of the Non-Contributory Improved "20 Year Career" Plan shall be the first day of July, 1971.

**ARTICLE IX  
PAID HOLIDAYS**

Section 1. All 12 month Level IA employees:

Fourth of July	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
*Day Before Thanksgiving	President's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving Day	Memorial Day
**Juneteenth	Floating Holiday

Section 2. All 10 month plus twenty day Level 1AA employees:

Columbus Day	Christmas Eve
Veterans Day	Christmas Day
*Day Before Thanksgiving	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day After Thanksgiving Day	President's Day
**Juneteenth	Memorial Day

Section 3. All 10 month Level 1B & II employees:

Columbus Day	Christmas Day
Veterans Day	New Year's Day
*Day Before Thanksgiving	Martin Luther King Day
Thanksgiving Day	President's Day
Day After Thanksgiving Day	Memorial Day
**Juneteenth	

If the holiday falls on a Saturday, the prior Friday will be given as a day off; if the holiday falls on a Sunday, the following Monday will be given as a day off.

\* The day before Thanksgiving shall be a paid holiday so long as the teaching staff is not required to report to work. If the teaching staff is required to work the day before Thanksgiving then members of this unit shall be required to work on that day as well.

\*\*If Juneteenth falls on a Saturday it will not be a paid holiday.

The Floating Holiday shall be deemed credited to all IA employees on the first day of each fiscal year and shall not be prorated in an employee's final year of employment. However, the Floating Holiday will not be available to employees during their first year of employment in the District.

Section 3. Employees on unpaid leave - Employees on unpaid leaves of absences do not accrue any vacation, sick or personal leave. The sick, vacation and personal will be prorated according to

days paid in the previous year. This provision does not apply to employees absent from work due to Workers' Compensation Leave.

## **ARTICLE X WORK YEAR**

For all Level IA employees, the school year is from July 1 through June 30. A calendar for the upcoming year will be planned by the Administration in cooperation with the BOCES and other nearby schools. The calendar for the upcoming year will be prepared and distributed prior to July 1<sup>st</sup>.

### **NOTIFICATION OF WORK ABSENCE**

If an employee is going to be absent for any reason they must notify the building administrator, department manager and/or designee as soon as possible so that coverage can be arranged. Failure to do so may result in disciplinary action.

## **ARTICLE XI SICK LEAVE**

In the first year of employment, sick leave days are to accrue and be credited on a monthly basis. Thereafter, paid sick days shall be credited on the first day of each fiscal year. Sick days credited in the final year of employment shall be calculated on a prorated basis in the event that an employee separates from his or her employment with the District prior to June 30 of that year. For example, if a Level IA employee separates from his or her employment on December 31 and has not otherwise used any of the paid sick days credited to him or her on July 1 of that year, he or she shall be deemed to have accrued only 7.5 sick days at that time. Should an employee utilize all of the paid sick days credited to him or her on July 1 of his or her final year of employment and leave prior to June 30 of that same year, the prorated value of paid sick days of the remainder of that year shall be due and owing to the District upon the employee's separation from employment with the District. For example, if an employee separates from his or her employment on December 31 and has by that time used all of the paid sick days credited to him or her on July 1 of that year, the monetary value of 7.5 paid sick days shall be due and owing to the District. The District may, in its discretion, have the monetary value of such days applied to offset any other payments due and owing to the employee upon his or her separation from employment with the District.

Section 1. All Level IA employees will be permitted fifteen (15) days absence for sick leave in any one school year and will receive full pay during such absence for personal illness and/or quarantine.

Section 2. All Level IAA employees will be permitted twelve (12) days absence for sick leave in any one school year and will receive full pay during such absence for personal illness or quarantine.

Section 3. All Level IB employees will be permitted twelve (12) days absence for sick leave in any one school year and will receive full pay during such absence for personal illness or quarantine.

Section 4. All Level II employees will be permitted twelve (12) days absence for sick leave in any



one school year and will receive full pay during such absence for personal illness or quarantine.

Section 5. If an employee has exhausted personal leave and cannot schedule a physician appointment outside of working hours, he/she may charge up to two (2) days of this time to sick leave. The employee may be required to provide a doctor's statement that no other appointment was available.

Section 6. Employees may accumulate unused sick leave up to a total of 235 days. In the first year of employment, sick leave days are to accrue and be credited on a monthly basis. Payment for unused sick days remaining at the end of the school year above 235 shall be paid \$50 per day up to twenty (20) days to the employee. Payment will be made no later than July 30 in a separate check for period ending June 30. In the final year of employment, employees may accumulate up to 250 days of unused sick leave. See Article VII, Section 9; #4

Section 7. The District agrees to furnish each 12 month employee, no later than the 1st pay period in July, a complete print out of their accumulated benefit time. The District agrees to furnish each 10th and 11th month employee, no later than the first pay period in September, a complete print out of their accumulated benefit time.

Section 8. Attendance incentive:

A. The district will pay the following to all employees who have worked the employee's regular work year:

Absences	10 month	10 Month+ 20 Days	12 month
1 absence	\$100.00	\$110.00	\$120.00
0 absences	\$150.00	\$165.00	\$180.00

B. Perfect attendance will be defined as no recorded absences from work for any reason other than vacation, school business, or bereavement during the employee's regular work year.

C. One day awards will be based on the missing of any part of a day that will count as an absence as noted above. Leave without pay will count as an absence.

Section 9. Employees may use up to five (5) days annually for serious illness in the immediate family. Immediate family is defined as husband/wife/domestic partner, children, grand children, great grand children or other legal dependents. These days will be deducted from the employee's allotted sick days.

Section 10. Buy Out of Accumulated Sick Days: A Unit member who has not been a participant in the District's health insurance program for a period of seven or more consecutive years prior to their year of retirement and chooses not to participate in the health insurance program as a retiree, will receive a cash retirement incentive equal to \$30.00 per day (for 11 and 12 month employees) and \$25 per day (for 10 month employees) of unused accumulated sick leave up to a maximum of 110 days. The retirement bonus will be calculated and paid at the conclusion of the year in which the eligible employee retires.

Section 11. Sick leave can be charged in one (1) hour increments.

Section 12: Medical Verification

The District reserves the right to request medical verification (doctor's note) from an employee if the District has reason to believe that such employee's work absence appears to be abusive or setting a pattern. In such case, if it is substantiated, the District may request such employee provide medical documentation for all future utilization of sick leave for a six (6) month period. The matter will be re-evaluated and may be extended by the District in the event that the employee has shown no improvement. An example of a pattern of inappropriate utilization of sick leave shall be: calling in repeatedly on a Monday and/or Friday, the day before or after school vacations, every pay day, every certain day of the month, and in conjunction with a approved time off.

Section 13. Leave for annual physical or follow-up care:

An employee shall be granted up to 4 hours leave time with no charge accrual to obtain his/her yearly physical or follow-up care. Medical verification will be required.

Section 14. Leave for annual cancer screening as prescribed by law. An employee shall be granted up to 4 hours leave time with no charge to accrual time. Medical verification will be required.

**ARTICLE XII  
PERSONAL BUSINESS LEAVE**

In the first year of employment, personal business leave days are to accrue and be credited on a monthly basis. Thereafter, paid personal business leave days shall be credited on the first day of each fiscal year. Personal business leave days credited in the final year of employment shall be calculated on a prorated basis in the event that an employee separates from his or her employment with the District prior to June 30 of that year. For example, if a Level I employee separates from his or her employment on December 31 and has not otherwise used any of the paid personal business leave days credited to him or her on July 1 of that year, he or she shall be deemed to accrue only 1.5 personal business leave days at that time. Should an employee utilize all of the paid personal business leave days credited to him or her on July 1 of his or her final year of employment and leave prior to June 30 of that same year, the prorated value of paid personal business leave days for the remainder of that year shall be due and owing to the District upon the employee's separation from employment with the District. For example, if an employee separates from his or her employment on December 31 and has by that time used all of the paid personal business leave days credited to him or her on July 1 of that year, the monetary value of 1.5 paid personal business leave days shall be due and owing to the District. The District may, in its discretion, have the monetary value of such days applied to offset any other payments due and owing to the employee upon his or her separation from employment with the District.

Section 1. All Level I employees are entitled to three (3) personal business days per school year. All unused personal leave days shall be added to accumulated sick leave at the end of each school year (June 30th).

Section 1a. Level II employees are entitled to use three (3) of their allotted sick days for personal business leave per school year.

Section 2. A letter requesting permission for personal business leave is to be given to the Superintendent two (2) days in advance of the day or days desired, except in an emergency.

Section 3. The need for requesting such leave need not be stated in the letter. The employee recognizes the purpose of the personal leave day is to conduct essential business that he/she is unable to conduct on weekends, evenings or during vacation, holiday or recess periods. Personal days shall not be used for employment or personal gain outside the district.

Section 4. No days before or after holidays may be used for personal business leave.

Section 5. Personal days may be taken in one half (1/2) hour increments.

### **ARTICLE XIII PARENTAL LEAVE**

Section 1. Parental Leave without pay shall be granted to employees for a period not to exceed two (2) years. Application for parental leave must be made in writing at least two (2) months prior to the inception of the leave. At the time leave is granted, the date of the resumption of duty will be mutually determined. The twelve (12) week annual leave under the Family Medical Leave Act (FMLA) will run concurrently with the parental leave.

Section 2. All employees on parental leave shall notify the District sixty (60) days prior to reporting back to work.

### **ARTICLE XIV FAMILY LEAVE/BEREAVEMENT**

Section 1. Members will be permitted five (5) days absence in any school year and will receive full pay during such absence for the following reasons only: death in the immediate family or death in spouse's immediate family as defined in this section. The following will be considered as immediate family

- Husband, wife, children, grandchildren, great grandchildren and members of the employee's household
- Father, mother, father-in-law, mother-in-law
- Sister, brother, sister-in-law, brother-in-law, niece, nephew
- Grandfather, grandmother, grandfather-in-law, grandmother-in-law, great grandparents
- A person whom the employee lived with for a period of time as part of the household and/or whom the employee looked to as a parent-in fact
- Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law, first cousin. Where a serious illness or death occurs to a person in a close, family-like relationship to an employee eligible for family/bereavement leave, one of the aforementioned five available leave days may be used.

Section 2. After using the five (5) days, two (2) additional family/bereavement days will be granted for a death in the immediate family. The decision on denying or granting of such day is not subject to the grievance procedure of this agreement. The reason for such request shall be provided to the Superintendent.

**ARTICLE XV  
JURY DUTY**

When an employee serves jury duty, they will be paid at their regular rate of pay each day they are required to be away from their regular shift to serve. A signed slip from the Commissioner of Juror's as proof of attendance must be turned into the payroll office to be filed with the employee's attendance records.

**ARTICLE XVI  
ASSOCIATION LEAVE**

The Board authorizes a total of nine (9) days leave with pay annually to be used by the Galway CSD Unit of the Civil Service Employees Association for purposes of conducting business of the Association. The Association will advise the Superintendent at least one (1) week in advance of the intent to utilize any portion of the nine (9) days (hourly increments are permissible if necessary). The Board agrees to pay the salary of a duly appointed representative absent for such approval leave.

**ARTICLE XVII  
LIMITATIONS ON LEAVE**

No employee, either on a maternity leave or other type of leave, shall accept appointment by any other employer which would violate the purpose of the leave. To do so, except with the consent of the Board of Education of the Galway Central School District, shall cancel all rights of the employee which had been earned prior to the granting of such leave.

**ARTICLE XVIII  
VACATION**

In the first year of employment, paid vacation days are to accrue and be credited on a monthly basis. Thereafter, paid vacation days shall be credited on the first day of each fiscal year. Paid vacation days credited in the final year of employment shall be calculated on a prorated basis in the event that an employee separates from his or her employment with the District prior to June 30 of that year. For example, if a Level IA employee separates from his or her employment on December 31 with 30 years of service and has not otherwise used any of the paid vacation days credited to him or her on July 1 of that year, he or she shall be deemed to accrue only 12.5 paid vacation days at that time. Should an employee utilize all of the paid vacation days credited to him or her on July 1 of his or her final year of employment and leave prior to June 30 of that same year, the prorated value of paid vacation days for the remainder of that year shall be due and owing to the District upon the employee's separation from employment with the District. For example, if an employee separates from his or her employment on December 31 with 30 years of service and has by that time used all of the paid vacation days credited to him or her on July 1 of that year, the monetary value of 12.5 paid vacation days shall be due and owing to the District. The District may, in its discretion, have the monetary value of such days applied to offset any other payments due and owing to the employee upon his or her separation from employment with the District.

Section 1. For Level IA employees, upon initial appointment, vacation time is accumulated at the rate of .833 working days per month. All employees' new accrual of vacation shall be only on July 1<sup>st</sup> of each year, and will only reflect milestone anniversaries achieved as of July 1<sup>st</sup>.

Section 2. All IA employees will receive vacation with pay as follows:

1. Two weeks paid vacation after one year of service
2. Three weeks paid vacation after completion of five years
3. Four weeks paid vacation after completion of ten years
4. Five weeks paid vacation after completion of twenty five years

An employee will be able to take their vacation at any time during the school year provided it has been pre-arranged and scheduled by the building administration and or manager of the department. The vacation period will be approved based on written request to the supervisor or Superintendent with at least two (2) days prior notification. Approval of vacation requests will be based on seniority in department.

Section 3. A non-instructional employee may begin the accumulation of vacation credit to be used in the future for an extended vacation in excess of his/her annually scheduled vacation time, but not to exceed fifteen (15) days previously earned. The employee must notify the Superintendent six (6) months in advance of their intent to take an extended vacation, and an agreement must be mutually reached as to the dates of this extended vacation. Cash settlements will not be made in lieu of extended vacation if the employee's plans are changed and they cannot take the extended vacation. Employees may elect to rollover their unused vacation days into sick time accrual.

Section 4. Vacation credits are to be used prior to separation from service or prior to retirement. However, upon separation from service by layoff or death, an employee or their estate or beneficiary will be compensated in cash for vacation due them not in excess of thirty (30) days.

Section 5. Bargaining unit members may rollover not more than fifteen (15) unused vacation days to the following year. At no point in time may a bargaining unit member have more than fifteen (15) vacation days accrued over their annual allotment of vacation days as of June 30. Any member who has more than fifteen (15) days beginning July 1<sup>st</sup> will be paid for the days over fifteen (15). If a member wishes to be paid for all unused vacation time, they must notify the payroll department in writing by July 1<sup>st</sup>. For the remainder of this contract any unused vacation days over fifteen (15) will be paid by July 31 at the previous year's rate of pay and if they wish to be paid for all unused vacation days the employee must notify the payroll department no later than July 5 of each year payments shall be made by separate check.

Section 6. Level IAA and Level IB and Level II employees are allowed to take unpaid time off for vacation, with authorization and ability to replace the employee during the absence. Employees shall submit their request a minimum of ten days in advance.

**ARTICLE XIX  
DEDUCTIONS FOR ABSENCES**

Section 1. Deductions for unauthorized absence or absences beyond the number of days allotted under the latest negotiated contract will be made as follows:

A. Level IA Employees: The amount to be deducted for each day's absence will be 1/260 of the annual salary up to 10/260 during any one pay period.

B. Level IAA Employees: The amount to be deducted for each day's absence will be 1/220 of the annual salary up to 10/220 during any one pay period.

C. Level IB Employees: The amount to be deducted for each day's absence will be 1/193 of the annual salary up to 10/193 during any one pay period.

D. Level II Employees: the amount deducted for each day's absence will be 1/193 of the annual salary up to 10/193 during any one pay period

Section 2. Employees will be charged with an absence only on those days upon which they would be expected to be present and working.

Section 3. If an employee resigns or dies, their salary will terminate the day their resignation is effective, or the date of his/her death. If at the time of resignation or death an employee has worked part of a pay period, deductions will be made at the presiding rates.

Section 4. Any absences referred to in the above paragraphs, not authorized by the Superintendent and/or Board, will be considered insubordination, for which appropriate action may be taken.

**ARTICLE XX  
MEDICAL EXAMINATIONS AND FLU SHOTS**

Section 1. Medical Examinations

A. All bus drivers are required to have a physical examination each year. The District will cover the cost of all examinations done by the School Physician.

B. The bus driver physical examination, which is to be made by the school physician shall be confidentially reported to the Superintendent, discussed with the employee if necessary and shall become part of the employee's personnel record.

C. In case of an unsatisfactory health examination report, consultation as to the next steps to be taken shall be held between the Superintendent and the school physician. Recommendations arising from this consultation shall be made to the Board.

D. The District will provide yearly influenza vaccinations on a designated date for all unit members

who indicate their desire for said treatment.

## **ARTICLE XXI PROMOTIONS AND VACANCIES**

Section 1. Vacancies occurring in non-certified and non-competitive positions in the Galway Central School will be filled, as far as practicable, by promoting from among qualified employees of the Galway Central School, providing the employee or employees are in line for promotion as determined by the Board of Education.

Section 2. Vacancies will be posted on the Galway Central School web site and the worksite for 10 working days and an employee must apply for that vacancy to the building administrator and or manager in writing. The administrator or department manager may seek a waiver from the CSEA unit to lift the 10 day wait.

Section 3. In order to provide continuity and safety for students, bus routes will be offered and assigned to drivers based on seniority by the beginning of school of each year for the upcoming school year. Once assigned, the runs will be set for the entire year. Vacancies that occur during the year will be filled by new hires who will be assigned to the vacant runs. If a run with additional hours (senior driver) becomes available, the unit and management agree to review the impact on less senior drivers.

Section 4. Selection for vacancies will be based upon the relative qualifications, training and experience and quality of work performance. Selection from among employees possessing similar qualifications and work performance will be based on the length of permanent service in the employ of the Galway Central School.

Section 5. When non-instructional staff members of the CSEA Bargaining Unit are to be hired, the district shall include 2 CSEA officers or designees in the recruitment process (e.g., screening applicants and serving on hiring committees). The administrator or department manager may seek a waiver from the CSEA Unit President to make recruitment without participation.

## **ARTICLE XXII GRIEVANCES**

Every employee shall have the right to present grievances in accordance with Appendix "B" attached hereto.

## **ARTICLE XXIII BENEFITS OF GUARANTEE**

During the duration of this Agreement, the terms and conditions of employment of the non-instructional staff employed in this school district shall not be diminished or less than those in effect at the time the Agreement becomes effective, unless otherwise provided in this Agreement or unless contrary to law.

**ARTICLE XXIV**  
**SENIORITY FOR BUS DRIVERS, DOWNTIME AND ACTIVITY RUNS**

Section 1.

A. The Transportation Supervisor shall mail out a list of Bus Runs to Drivers no later than August 10<sup>th</sup> of each school year. The Drivers shall respond no later than August 20<sup>th</sup> of said school year. Runs shall be assigned by seniority to bid on runs. Example: Most senior driver receives bid prior to less senior and so on.

B. Summer School: Seniority shall govern the assigning of bus runs for the Summer School session using the same process as set forth in Section 2.

Section 2. Seniority: Trips are to be assigned by seniority rotation of the drivers who indicate in September of each year, their interest in taking trips. The Supervisor will present trip accept/decline sheets 48 hours in advance of trip departure. If a driver accepts the trip, their name goes to the bottom of the rotation list. Same is true if a driver declines the trip. However, if the driver has called in sick, or is scheduled to be out of work on the day of the trip for any reason, including; personal illness, family leave, personal day or vacation day, the driver's name remains at the top of the rotation list to receive a trip offer upon return to work. It is understood that there are times when the advance 48 hours is not possible. If a driver does accept within the 48 hours, their name will be placed at the bottom of the rotation list, as it is a "trip taken." When an activity trip falls within a driver's regularly scheduled hours, a substitute driver will be assigned to do whatever part of the regular bus run as necessary to allow the regular driver to take the extra trip. After the extra trip is over, or if a driver declines their name goes to the bottom of the list.

Section 3. Trip Pay: For all long trips (trips exceeding six (6) hours), the bus driver will be paid the first six (6) hours at their overtime rate (one and a half times the normal rate), the rest of the run will be paid at their regular rate. Any trip up to six (6) hours will be paid overtime rate. Overtime rate will not begin until drivers have completed their regular number of daily hours for any trips taking place on a regular school day.

Section 4. Breakdown/Accident Pay: The District agrees to pay drivers straight time for breakdown/accident not caused by driver for all time in excess of 15 minutes.

Section 5. Extra Trip Cancellation: In the event that an extra activity trip is canceled and the District is unable to contact the driver assigned to that trip until the driver arrives at the bus garage, the driver shall be compensated for the trip two (2) hours pay at their regular hourly rate. The driver who loses an activity trip due to cancellation will have the first right of refusal on the next scheduled activity trip that has not yet been assigned.

In the event a Driver makes themselves unavailable for an extra trip, such driver will not be considered for another extra trip until said Driver's turn comes due as a result of the rotational list.



**ARTICLE XXV  
LONGEVITY SCHEDULE**

Continuous Longevity (employee receives longevity payment every year), not part of the employee's base salary and will not compound.

Section 1. When an employee completes five (5) years of service to the District from the original hire date, and for each subsequent year of service (substitute service does not apply), he/she will receive a separate payment according to the following schedule.

5-9 years: \$500	10-14 years: \$750	15-19 years: \$1,000
20-24 years: \$1,250	25-30 years: \$1,500	30 plus years: \$1,750

Note, in the case with longevity payments, the longevity payments will not compound. Instead, the employee will be provided a separate longevity payment by June 30<sup>th</sup> at the amount applicable above each year upon the completion of the years of service requirement. Moreover, longevity payments will not be used in calculating base salary/hourly rate, as longevity payments are one time payments in the applicable years.

**ARTICLE XXVI  
PERSONNEL TRAINING**

Section 1. All O&M employees will be permitted to attend one (1) workshop per year. The District shall pay reasonable expenses incurred by the staff member. All costs must be substantiated by receipts. Such funds for workshop attendance must have been included in the custodial budget.

Section 2. All incumbent bus drivers shall be provided with training pertaining to the federally mandated Commercial Motor Vehicle Drivers' License. The District shall reimburse the cost of this training and CDL renewal after six (6) months successful service to the District in a separate check.

Section 3: The district will offer \$1,500 per school year tuition and book reimbursement for any member of this unit who attends continuing education courses at an accredited college or vocational training center, provided that such attendance and participation in such courses is approved by the Superintendent of Schools prior to beginning the course. Requirements are to be an official certificate of completion for ungraded courses or a passing grade for the course to be reimbursed. The district reserves the right to verify successful completion. The employee will furnish required documents of course taken along with a paid receipt for the tuition and books.

Section 4: All cooks may be required to attend a one-time Cooks Training offered by NYSED and a Serv-Safe or equivalent sanitation training as recognized by the Department of Health. After initial sanitation certification, all cooks are required to renew certification once every three years, submitting documentation to the cafeteria manager. All expenses for the training required will be borne by the School Lunch Program fund. Satisfactory completion of both trainings for new hires must be completed prior to or within 12 months of hire. Cooks currently employed are required to

attend the first available training.

Section 5. The District shall provide training for any incumbent clerical employee who requires additional training in order to perform the duties of the position to which that employee is assigned (i.e., Word Processing, Computers, etc.)

## **ARTICLE XXVII LAYOFF AND RECALL**

For the employees covered by this agreement, staff reduction and recall to employment shall be by seniority within each job classification. Staff reduction to begin with the least senior employee, and recall to employment shall begin with the most senior employee.

## **ARTICLE XXVIII UNIFORMS**

Section 1. The district will provide two options for uniforms to designated members of the Operations/Maintenance and Transportation Departments. Employees must let the OM&T Secretary know by July 1<sup>st</sup> of each year which option they choose. Failure to notify the secretary by July 1<sup>st</sup> will mean that option #1 (shown below) will be selected for the employee. Uniforms are required to be worn during the school year and at any school functions worked. The District shall reimburse an employee for the expense of appropriate safety/seasonal footwear up to the amount of \$200 for a given school year. Auto Repairers, Groundskeepers and any staff member using mowers and riding equipment are required to wear steel-toed shoes for any task that necessitates the use of these shoes for safety purposes. However, when not performing a task that requires the use of these shoes, regular shoes/sneakers may be worn. District purchased shoes must be kept onsite and available at work for use if needed. The District will assume the cost for the uniforms presently being provided for the auto repairers. All purchases must be made no later than November 30th and will require the original receipt for only the items being reimbursed. There will be no carryover of the unused uniform allowance.

### **Option #1**

The existing uniform service may be chosen. Uniforms will be laundered at the district's expense if the employee chooses the laundry service. If the employee does not wish to utilize the laundry service he/she must notify the Operations, Maintenance & Transportation office of that fact.

### **Option #2**

An allowance of \$280.00 per year for the purchase of the following: The allowance must be used to purchase five dark blue shirts with the Galway Logo and the staff member's name along with two dark blue sweatshirts also with logo and name on them. These will be ordered and purchased all at the same place of business and at the same time. Also five pairs of dark blue or black jeans purchased at place of employee's choice. Any monies left from purchase of jeans can be used to purchase more jeans, outerwear for shoveling, or used toward footwear expense. Prior to any payment/reimbursement, receipts must be submitted to the Operations, Maintenance & Transportation Supervisor. Only authorized purchases according to this agreement will be reimbursed by the District.

Section 2. The CSEA and the Galway Central School District agree to the following terms for payment of uniforms for cafeteria staff that work less than four (4) hours per day: Effective July 1, 2003 all employees of the school cafeteria will be given an allowance of \$250 per school calendar year for shoes, pants and tops for work. Workers of less than four (4) hours must be employed for five (5) months (not including July and August) before the allowance becomes effective. Prior to any payment/reimbursement, receipts must be submitted to the Cafeteria Manager. Only authorized purchases according to this agreement will be reimbursed by the District.

## **ARTICLE XXIX PERFORMANCE EVALUATION**

1. All positions in this bargaining unit will have an annual evaluation by the building administrator and or the department manager no later than May 31 of each year.

2. Each employee shall have the right to inspect all materials in his/her personnel folder in the Human Resource's Office and to make a copy of any documents in it. An employee will be entitled to have a representative of the Association accompany them during such a review. The personnel folder and all contents therein shall remain in the Human Resource's Office during any inspection or review. Requests for copies are to be made to the Superintendent or designee. The request will be reasonable, both in number of copies to be made and the number of individual requests at any one time.

3. No material derogatory to an employee's service or character will be placed in his/her personnel file unless the employee has had the opportunity to review such material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. The employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

4. The District shall provide appropriate training, if required, to all evaluators. The following guidelines shall be followed regarding the evaluation process:

a. Employees shall be given prior notice in writing of specific areas of job performance that are to be evaluated in the upcoming evaluation year.

b. Appeal Process:

Should an employee disagree with their final performance evaluation they may appeal the concern to the Superintendent of Schools. Such appeal must be filed in writing within thirty (30) days specifically listing the concern. The Superintendent shall convene a meeting with the complaining employee, the evaluator, and the CSEA Union President or designee in an attempt to resolve the matter. Should the matter remain unresolved the employee may attach to the performance evaluation that is being placed in the personnel file a final summation document displaying the employee's reasons for disagreement.

## **DISCIPLINE AND/OR DISCHARGE**

PREAMBLE The parties subscribe to the concept of progressive discipline where, in all but the most serious type of offense or where an employee presents a danger to other employees, students, clients or property, the employee shall receive in sequence the forms of disciplinary action in (A) below.

A. The forms of disciplinary action shall be limited to the following:

Step 1 – Oral Reprimand (written notice to be given to employee)

Step 2 – Written Reprimand

Step 3 – Suspension

Step 4 – Discharge

B. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. No employee shall be disciplined except for just cause.

D. Disputes arising from the imposition of disciplinary penalties shall be processed in accordance with the agreed grievance procedure up to and including final and binding arbitration except as provided in (H) below.

E. In any case of a written reprimand, suspension or discharge action against an employee the Union will be notified in writing of the action and specific reasons therefore within 24 hours of such notice given to the employee. Upon receipt of such notice, the Union shall have five (5) work days in which to file any protest against such action.

F. Protests against the suspension or discharge of an employee shall automatically bypass the first two (2) steps of the grievance procedure and be lodged at Step 3 for consideration, commencing at the Superintendent's level.

G. Within five (5) workdays of his receipt of a protest against any disciplinary or discharge action taken against an employee, the Superintendent shall have a meeting with representatives of the Union and the employee.

Should the matter not be resolved at this meeting, the Union may refer the matter to the arbitration procedure as provided in step 4 of the grievance procedure.

H. Those employees to whom procedures of Section 75 and Section 76 of the Civil Service Law are available, may elect to utilize such procedure; however, the selection of these procedures will preclude the use of procedure set forth in (D) above. Notification of the procedure the employee elects to follow shall be made by the employee in writing to the Superintendent within thirty (30) days of the response of the Superintendent at Step 3, with a copy to be furnished to the Union by the Employer. Final and binding arbitration will not be available to an employee election to utilize Civil Service Law procedures.

I. Any member of the bargaining unit subjected to disciplinary action shall have the right to Union representation at all steps of the process.

J. A disciplinary notice will remain in an employee's personnel file for a period of 18 months.

**ARTICLE XXX  
DURATION**

Section 1. The salary provisions of this Agreement shall be given retroactive effect and shall be effective as of July 1, 2021, and shall remain in full force and effect until June 30, 2024. The remaining provisions of the Agreement shall not be given any retroactive effect and will remain in full force and effect until June 30, 2024.

Section 2. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employee's Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

**ARTICLE XXXI  
LEGISLATIVE ACTION**

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

**ARTICLE XXXII  
VIDEO CAMERAS**

The parties agree that the District has the right to install video cameras in the school, buses, and District property to ensure a safe and secure environment for the school community. These cameras will be placed in areas where there is no expectation of privacy and may be used to follow up on complaints from staff, students, or the community. Such cameras shall not be used in any discipline unless the conduct concerns issues affecting the health, safety, or welfare of persons or the theft or destruction of District equipment or property.

**APPENDIX A**  
**SALARY SCHEDULE**  
**2021–24 SCHOOL YEAR**

JOB TITLE	DAYS	NEW HIRE STARTING PAY	HOURS	TOTAL HOURS
AUTO REPAIRER	260	\$22.00	8	2080
BUILDING MAINTENANCE	260	\$17.00	8	2080
BUS DRIVER	194	\$16.50	VARIES	VARIES
BUS MONITOR	194	Minimum wage	VARIES	VARIES
BUS DRIVER TRAINER	260	\$19.00	8	2080
CLEANER	260	\$14.50	8	2080
COOK	194	\$13.50	6	1164
CUSTODIAN	260	\$14.50	8	2080
FOOD SERVICE HELPER	194	Minimum wage	4	776
GROUNDSKEEPER	260	\$16.00	8	2080
HEAD CUSTODIAN	260	\$17.00	8	2080
NURSE (10 Month + 20 Days)	214	\$24.00	7.5	1657.5
SCHOOL SECRETARY (12 Month)	260	\$15.50	7.5	1950
SCHOOL SECRETARY (10 Month + 20 Days)	214	\$15.50	7.5	1657.5
TEACHER AIDE	194	Minimum wage	VARIES	VARIES

**APPENDIX B**  
**GRIEVANCE PROCEDURE**

**Section A. PURPOSE**

It is the intent of the School District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements, at any stage, shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

**Section B. DEFINITIONS**

1. A “Grievance” shall be limited to any alleged violation of this Agreement or any dispute with respect to its meaning, interpretation or application. A grievance shall not include staffing decisions not in conflict with this Agreement or not covered by the Civil Service Law.
2. An “Employee” is any non-teaching employee in the unit covered by this Agreement.
3. An “Aggrieved Party” is the employee, group of employees, or the Association who submit a grievance or on whose behalf it is submitted.
4. A “Grievance Committee” shall mean a committee of the Association.
5. An “Arbitrator” shall mean a member of the American Arbitration Association.
6. “Days” shall mean days when school is in session, except between June 30 and September 1 when it shall mean calendar days.
7. Superintendent shall mean the Superintendent of Schools.

**Section C. SUBMISSION OF GRIEVANCES**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the District and the Association, and shall specify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. An employee has the right to proceed through the grievance procedure up to Stage III. If a grievance is denied by the District at Stage III, the employee can only proceed to arbitration through the approval of legal assistance by CSEA, Inc.
5. The District or the Association may request a waiver of time frames in the grievance procedure if mutually agreed upon by the parties in writing.

## Section D. GRIEVANCE PROCEDURE

### STAGE I

Within thirty (30) days after the aggrieved party knew or should have know of the events or conditions on which the grievance is based, and after an informal meeting with the direct supervisor involved, an employee shall submit a written grievance to the immediate supervisor. The immediate supervisor shall have ten (10) days to respond to such grievance in writing. The grievant may forward the grievance to Stage II of the grievance procedure within fifteen (15) days of receiving the written response. If no Stage I written decision is received after ten (10) days, the employee has the right to forward the grievance to Stage II of the grievance procedure within fifteen (15) days after the ten (10) day window has passed with no written response.

### STAGE II

The Superintendent or his/her designated representative shall meet with the aggrieved parties and the CSEA representative within ten (10) days of receipt of said grievance. Within five (5) days after the meeting, the Superintendent shall issue his/her decision in writing to the grievant(s) and the CSEA unit president. Class action grievances may proceed directly to Stage II of the Procedure.

### STAGE III

In the event the grievant is not satisfied with the decision of the Superintendent, the grievant shall appeal the grievance in writing to the Board of Education within fifteen (15) days from receipt of the Stage II decision. The Board of Education shall have fifteen (15) days from receipt to conduct a hearing and five (5) days after the hearing to provide a written decision to the grievant, the CSEA Unit President, and the immediate supervisor.

### STAGE IV

A. If the grievant is not satisfied with the Stage III decision, the grievant may request a review of the merits of the case through the CSEA Unit President and/or the assigned Labor Relations Specialist within 10 days of receipt of the Stage III decision.

B. With CSEA Inc. a agreement the grievance may be submitted to binding and final arbitration through the services and rules of the New York State Public Employment Relations Board (PERB).

C. The costs of any and all such arbitrations shall be born equally between the District and the CSEA.

D. CSEA shall notify the District in writing should any grievance be submitted to arbitration.

E. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

F. The decision of the arbitrator shall be final and binding upon the parties. The District and CSEA, however, will not be restricted by the recommendation, if any, of the arbitrator on how such decision is to be implemented.

G. Each of the parties shall be responsible for all costs associated with the arbitrator's expense, filing fees, late cancellation fees, travel, hotel and incidental costs.



## **APPENDIX C**

### **CSEA LEAVE DONATION PROGRAM PROCEDURES**

The District and the CSEA understand that from time to time a member of the bargaining unit may experience an extended work absence due to a chronic, prolonged, catastrophic and/or disabling illness or injury. To assist such member through such a difficult time period the parties agree to the following terms and conditions that provide procedure for members of the bargaining unit to donate accruals to a member in need.

1. The leave donation drive shall allow CSEA to obtain a voluntary contribution(s) of not more than one days leave from any full time bargaining unit employee desiring to donate a leave day to the recipient employee. There shall be no more than a maximum total of 60 leave days from all voluntary contributors to a recipient. In

order to be eligible to donate a day of leave, the donating employee must have a total of 10 days or more of accruals on record. The recipient employee must have exhausted all accumulated accruals and all other types of leaves and have been out of work for more than 20 days in any calendar year due to a chronic, prolonged, catastrophic and/or disabling illness or injury, to be eligible for receiving a donation and must be eligible for FMLA to receive the donation.

2. CSEA shall conduct the drive, issuing a flier with appropriate information contained within, and posting same about the facility in an appropriate method. Upon receiving written donation offers, CSEA officials shall place such notes into a confidential box, and then conduct a random drawing to determine which donations shall be used first, drawing only enough donations to cover the next two pay periods if needed. The result of this drawing shall be noted and taken to the District Business Office to process. Affected donators shall be notified by the Business Office, by memo that their donation has been drawn and applied, informing the donator to deduct the time from their records. The Business Office shall inform the recipient that time has been applied to their credit and shall do so by written memorandum. CSEA Unit President shall take possession of the remaining donation documents, keeping same in strict confidence and security and shall conduct future drawings as needed. In the event the donations are no longer needed the CSEA shall advise the donators that their donations were not needed.

3. CSEA agrees to indemnify and hold the District harmless from and against any and all demands, claims, suits or other form of liability that may arise out of, or by reason of, any action resulting from the implementation or administration of this voluntary sick leave donation program.

4. Workers Compensation leave shall not make one eligible for donations under this program.

5. The District and the CSEA fully agree that the leave donation program procedures may be adjusted as the parties mutually agreed upon.

**CSEA LEAVE DONATION DRIVE  
PLEASE POST**

Date: \_\_\_\_\_

This is to advise all CSEA bargaining unit Members that a donation drive is being conducted for \_\_\_\_\_.

The reason for the drive is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

If you wish to donate, please complete the below information, tear off the form and deliver it to the person indicated.

Thank you for taking the time to consider this matter.

(Note: In order to qualify to donate a day's leave one must have 10 days of accruals on record.)

---

Tear Off Here

Name: \_\_\_\_\_

Payroll Item Number: \_\_\_\_\_

To Whom Are You Donating A Day's Leave? \_\_\_\_\_

Please print then sign your name: print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Please make a note of this donation.

Give this form to: \_\_\_\_\_

## CSEA LEAVE DONATION NOTICE

DONATION DRIVE FOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Please be advised that the following employees have donated a day's leave for the above listed employee.

\_\_\_\_\_  
CSEA Unit President

Name (of donator)	Department
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## **CSEA LEAVE DONATION NOTICE**

From: District Business Office

To:

Date:

Subject: Your Donation To: \_\_\_\_\_

Please be advised that your donation listed above has been processed. Please make a note of this for your records. If you have any questions regarding this matter please contact your CSEA Unit President.

Thank you.

CC: Leave Donation File

**APPENDIX D**

**DECLINATION OF HEALTH INSURANCE  
CSEA**

**20\_\_\_\_ - 20\_\_\_\_**

I hereby declare that I have been offered health insurance coverage by the Galway Central School District. I do not wish to enroll, at this time, in any health insurance plan offered by the District and do hereby understand that by this declination I subject myself to the following:

1. Entry into the plan must conform to the regulations of the requested health insurance plan.
2. Further contact regarding health insurance will not be directed to me by the District and will be my own responsibility.
3. In lieu of health insurance, I will be granted a cash sum as specified under article VII, section 8 of the existing CSEA contract.
4. I have been provided with and received all information regarding re-entry stipulations and procedures.
5. In case that I am allowed to re-entry into a health insurance plan during the school year, I will repay the pro-rated stipend referred to in item three above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

This employee is entitled to:

1. \$1,500 \_\_\_\_\_
2. \$2,250 \_\_\_\_\_
3. \$3,000 \_\_\_\_\_

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_ I wish to purchase vision per section six of the CSEA contract.

\_\_\_\_\_ I wish to purchase dental per section seven of the CSEA contract.

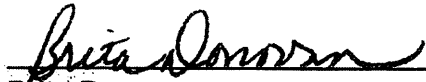
cc: payroll

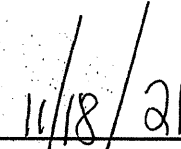
# NOTICE OF AGREEMENT

## CSEA CONTRACT July 1, 2021 – June 30, 2024


IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
To be executed by their duly authorized officers.


**FOR GALWAY CENTRAL SCHOOL DISTRICT:**

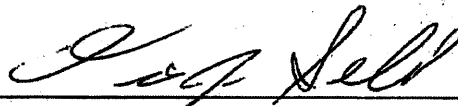
  
\_\_\_\_\_  
Brita Donovan  
Superintendent of Schools


  
\_\_\_\_\_  
Date

**FOR GALWAY CENTRAL SCHOOL DISTRICT CSEA UNIT 8454:**

  
\_\_\_\_\_  
Vickie Weaver  
CSEA Unit President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diane J Selchick  
CSEA Labor Relations Specialist

  
\_\_\_\_\_  
Date