
AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS

of the
MECHANICVILLE CITY
SCHOOL DISTRICT

and
CSEA Local 1000 AFSCME,
AFL-CIO



Mechanicville CSD Unit #8462-00
Saratoga Educational Local 864



Mary E. Sullivan, President



July 1, 2022 - June 30, 2026

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PREAMBLE

It is the public policy of the Mechanicville Board of Education and the purpose of this agreement to promote harmonious and cooperative relationships between the Mechanicville Board of Education and its employees and to protect the public by assuring, at all times, the order and uninterrupted operations and functions of the School District. This agreement is made between the Mechanicville Board of Education, hereinafter referred to as the "Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Mechanicville School Unit of the Saratoga Educational Local 864, hereinafter referred to as "CSEA".

ARTICLE 1 - RECOGNITION

Section 1. The Board agrees that the CSEA shall be the sole and exclusive representation for all employees described in Article II for the purpose of collective bargaining and grievances for the maximum period allowed by law.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and shall not cause, instigate, encourage, or condone a strike.

ARTICLE 2 - BARGAINING UNIT

The collective bargaining unit shall be comprised of all non-instructional employees listed in Appendix A. Upon Board creation of any new non-instructional position, the Business Administrator will notify the Unit President.

ARTICLE 3 - DUES DEDUCTION

The Board shall deduct exclusively for CSEA from the wages of employees and remit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

ARTICLE 4 - SICK LEAVE

Section 1 – Hired Prior to 12/1/96 – Earning of Accruals

Employees hired prior to December 1, 1996 shall receive one and a half days (1 ½) of sick leave per calendar month of employment.

Section 2 – Hired After 12/1/96 – Earning of Accruals

Employees hired on or after December 1, 1996 shall receive one (1) sick leave day per calendar month of employment.

Section 3 - Maximum Accruals

Employees may accumulate up to 225 days of sick leave. A day of sick leave shall be equal to an employee's regular workday.

Section 4 – Use of Sick Leave Hired After 12/1/96

Employees hired on or after December 1, 1996 shall not earn or be entitled to use paid sick leave during their probationary period. Once an employee successfully completes their probationary period and is permanently appointed, he/she shall be credited with leave for the probationary period.

Employees may use sick leave in one-hour increments so long as the position of the employee using the sick leave does not require the use of a substitute (i.e., office staff, IT, custodial/maintenance, etc.) and does not place an undue burden on the District. Each employee's supervisor shall determine if such burden exists. In such case, sick leave shall be used in no less than half day increments.

Section 5 – Leave Without Pay Requests

When all accumulated sick leave has been used, an employee may request a leave, without pay, from the Superintendent or designee, for a period up to one year.

Section 6 – Immediate Family – Use of Sick Leave

In each year of this agreement, up to Ten (10) sick leave days shall be eligible to be utilized for illness in the family.

Section 7 – Physician's Note Requirement

Upon prior written notification to an employee, a physician's note may be required by the District if an employee is out for more than three (3) continuous days.

Section 8 – Payment of Sick Time

All employees shall receive compensation based on their regular hours when using accruals. Regular Hours shall be defined as the actual hours worked per day on a routine basis for all contractual purposes, exclusive of overtime or extra hours such as substitute calling. Therefore, employees who work more than one position on a daily basis will be compensated for both positions when using their accruals.

Section 9 - Sick Leave Donation Program

A Sick Leave Donation Program shall be made available to qualified members of the bargaining unit. Employees requesting a donation shall do so through the CSEA Unit President or his/her designee. Determinations regarding the donation program are not subject to the grievance procedure contained in this agreement. In order for an employee to receive donation an employee must be eligible, by contract, to earn sick leave. Donations are strictly voluntary. No employee may donate more than three (3) sick days in any specific donation drive. Employees must have at least 4 sick days of accruals remaining after donating. A Twelve-month employee is limited to no more than forty (40) days being donated from the program in any given school year.

A Ten-month (10) employee is limited to no more than twenty-five (25) days being donated from the program in any given school year. No more than one-hundred-fifty (150) days total may be donated by employees during any given school year. The donation program shall only be available to those employees with chronic, prolonged, catastrophic and/or disabling illnesses or injuries. The District reserves the right to require from the involved employee, medical or other documentation related to the request to substantiate circumstances surrounding the donation. CSEA Officials shall be responsible for administration of the program.

Section 10 – Workers’ Compensation

When a bargaining unit member utilizes sick leave because of an accident sustained while in the proper performance of his or her assigned duties, and a Workers’ Compensation award is made to the School District, said bargaining unit member shall be credited with sick leave prorated on the amount of the award.

ARTICLE 5 - MEDICAL LEAVE ACT and CHILD CARE LEAVE

Section 1 – FMLA Rules

The Federal Family and Medical Leave Act, all employees, regardless of hours worked in a school year, is eligible for unpaid family and medical leave for up to (12) weeks during any school year. Employees who use such leave shall have their health benefits continued during the leave, shall not have any previously accrued benefits altered, and shall be returned to an equivalent position. Employees who are serving their new hire probationary period will not be eligible.

Section 2 – Notification of FMLA

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

ARTICLE 6 - BEREAVEMENT LEAVE and UNPAID LEAVES

Section 1 – Immediate Family Defined

All employees shall receive up to five (5) working days for bereavement leave in the event of a death in the immediate family. Immediate family shall be defined as employee's spouse, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, grandchildren, brother-in-law, sister-in-law, step children and step parents. Employees may elect to utilize one (1) day of Bereavement Leave to attend a spring burial. The District must be notified of the employee's intent to reserve a bereavement day at the time of the death. Such leave shall not be unreasonably denied.

Section 2 – Aunt or Uncle

All employees shall receive up to two (2) working days of paid bereavement leave, when needed, to attend services or calling hours in the event of a death of an aunt or uncle.

Section 3 – Unpaid Leave

Upon written application to the Superintendent or designee, employees may be permitted an unpaid leave of absence for good cause not to exceed one (1) year. Good cause shall not include seeking other employment. Granting such leave(s) is at the complete discretion of the Superintendent or designee. Leaves of five (5) days or less shall be decided by the Superintendent or designee. Leaves of greater duration shall be decided by the Superintendent or designee. If the leave period is for more than five (5) months, the employee shall notify the Superintendent or designee of his/her intent to return not less than sixty (60) days prior to the termination of said unpaid leave. Upon his/her return, the employee shall have the option of returning to the same position (s)he held at the time the leave commenced. This provision shall not apply to probationary employees, employees on workers' compensation leave, or employees on leaves provided elsewhere in this agreement.

ARTICLE 7 - RETIREMENT

Section 1 – Enrollment

All eligible employees shall be enrolled in the New York State Retirement System under Plan 75E-1/60, retroactive to 1938.

Section. 1a. The Board shall provide the benefits of the New York State Employees Retirement Plan commonly referred to as Plan 75i to all eligible employees.

Section 2 – Ordinary Death Benefit

Additionally, the District shall provide the New Ordinary Death Benefit, Section 60b of the New York Retirement System.

Section 3 – Unused Sick Leave Applied to Service in Retirement – Cash Out

The additional rider 41j application of unused sick leave shall be provided for all eligible employees.

At retirement, accumulated sick leave shall be compensated at a rate of \$9.00 per day for days in excess of 165 up to a maximum of 225 days.

Section 4 - Retirement Cash Incentive

A. Employees hired prior to February 1, 1994:

(i) 12 month employees - Any twelve month employee who retires in the school year that (s)he is first eligible to collect an ERS pension without reduction or loss of benefits and who has at least 10 years of service with the District shall be eligible for a retirement incentive of \$5,000. Full payment will be made prior to June 30 of the year in which retirement occurs. In order to qualify for the incentive, the employee shall submit a letter of intent to retire to the Board of Education on or before May 1 of the previous school year.

(ii) 10 month employees - Any ten month employee who retires in the school year that (s)he is first eligible to collect an ERS pension without reduction or loss of benefits and who has at least 10 years of service with the District shall be eligible for a retirement incentive of \$500 per regularly scheduled daily hours of work (i.e. 3, 4, 5, 6 hour employees). Full payment will be made prior to June 30 of the year in which retirement occurs. In order to qualify for the incentive, the employee shall submit a letter of intent to retire to the Board of Education on or before May 1 of the previous school year.

B. Employees hired on or after February 1, 1994:

The District will pay the above retirement cash incentive upon the same conditions except that the employee must have completed at least twenty (20) years of service with the District.

C. Cash Incentive Rules

The District and Association agree that the above retirement cash incentives are only available for employees on one occasion, i.e., the year in which an employee is first eligible to collect an ERS pension (other than disability).

Section 5 - Retiree Health Insurance

Members who retire under the Rules of New York State Employee (or Teacher) Retirement System, (regular or disability retirement) with at least ten (10) years of benefit eligible service in the Mechanicville City School District shall be entitled to receive health insurance benefits that are provided to the bargaining unit, along with the choice(s) of supplemental plans (if available) and Medicare eligible. The retiree may choose to stay in the plan provided to employees at age 65 or choose a supplemental plan.

The District shall contribute 75% of the cost of the retirees; premium for individual coverage for the life of the retiree. The employer shall contribute 35% of the cost of the retirees' premium for the additional cost of dependent coverage for the life of the retiree.

Upon the death of the Mechanicville City School District employee, the spouse and/or dependents shall be eligible to continue the health insurance plan paying 100% of the premium.

ARTICLE 8 – HEALTH CARE

Section 1 – Alternate PPO Plan or HRA Plan

Effective July 1, 2022, the District will provide Washington Saratoga Warren Hamilton Essex Board of Cooperative Services (“WSWHE BOCES”) Health Insurance Consortium Alternate PPO plan, which is a health insurance plan provided by the WSWHE BOCES Health Insurance Consortium.

For the Alternate PPO plan, the District will pay 84.5% of the applicable health insurance coverage for the individual, two-person or family plan, and the CSEA bargaining unit members will pay 15.5% of such coverage.

Alternatively, the CSEA bargaining unit members will have the option of enrolling in the HRA plan. If a CSEA member enrolls in the HRA Plan during the 2020-2021 and 2021- 2022 school years, the District will pay 95% of such coverage for the individual, two-person, or family plan, and the CSEA members will pay 5% of such coverage. Starting on July 1, 2022, the health insurance premium contributions for the HRA Plan shall be changed to that the District shall pay 93% of such coverage for the individual, two-person or family plan, and CSEA members will pay 7% of such coverage.

In the case of CSEA members who had two-person, employee plus children coverage under the NY44 plan were are required under the Alternate PPO plan to secure family coverage, to only contribute 15.5% of the Alternate PPO 2-person plan. If such persons enroll in the HRA they would be required to contribute 5% towards the cost of a family premium.

Effective July 1, 2025, CSEA member contribution rates shall be 17% for the Alternative PPO plan and 8.5% for the HRA Plan.

Effective July 1, 2025, CSEA employees hired on or after July 1, 2025 shall contribute 20% of the premium cost of the Alternative PPO plan and 10% of the HRA plan.

Section 2 – Participation in Health Care

In order to be eligible to qualify for health, dental insurance, CSEA members must work a minimum of seven (7) hours each day five (5) days/week or must be employed as a bus driver. Such seven (7) hour work day requirement shall apply to any CSEA employee hired on or after July 1, 2020.

Any CSEA member who works less than seven (7) hours per day and employed as of July 1, 2020 shall be “grandfathered,” meaning that the employee shall continue to receive coverage regardless of hours worked each day and pay health insurance contributions in accordance with this Article as though the employee worked seven or more hours per day. Seven (7) hours shall be calculated to be exclusive of lunch breaks (e.g., seven (7) working hours per day).

Section 3 – Dental Benefits

The District shall provide CSEA members dental coverage under the CSEA EBF Sunrise Dental Plan at the same percentage contribution rates as set forth in Article 8 Section 1.

Section 4 - Vision Benefit

The District shall offer the individual coverage CSEA Employee Benefit Fund Gold 12 Vision plan at no cost to the employee. If the employee wishes to enroll in family vision coverage, the employee shall pay the difference between the individual and family rate. All CSEA members are eligible to participate in the vision plan regardless of the number of hours worked.

Section 5 – Dual Coverage

The District shall pay for only one (1) family or one two (2) person health insurance plan per family in situations in which two (2) individual family members work for the District. For example, married employees may each carry individual health insurance plans or one (1) family or two (2) person plan, but may not carry two (2) family or two (2) person plans.

Section 6 – Cafeteria Plan – Section 125

The District shall provide a cafeteria plan pursuant to United States Internal Revenue Code section 125 to be utilized for premium payments for District provided insurance, non-reimbursed medical expenses, and child care expenses. If the District changes plan administrators, the Association may select representatives to sit on a committee with District representatives to review potential plan administrators. However, the final decision regarding the selection of any plan administrator shall be at the discretion of the Superintendent or designee. In addition to the Alternate PPO plan and the HRA plan, the

District will provide bargaining unit members with an option to enroll in a Flexible Spending Arrangement ("FSA"), which will include a \$500.00 rollover option each year, and the capability of making the maximum deduction allowed by law.

Section 7 - Health Insurance Buyout

a. Each employee who is receiving health insurance under the District sponsored plan and who waives such coverage for any school year shall receive the following payment for that school year:

Individual	\$1,500
Two-person	\$2,300
Family	\$2,700

b. Employees who wish to waive health insurance coverage must provide written notice to the District's business office, each year, on or before June 1 of his/her desire to waive coverage effective July 1. Such written notice must be accompanied by proof that the employee has alternate health insurance coverage.

c. An employee who has waived coverage may, during any given school year, opt back into the District's health plan due to a change in circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance carrier.

d. All payments required under this Article will be made in four (4) payments, less any required deductions. The four (4) payments will be made in the first paycheck in November, the first paycheck in February, the first paycheck in April, and the last paycheck in June.

e. Any employee employed before June 30, 2003, who was not participating in the District sponsored health insurance plan or was not the named policy holder under the District's sponsored health insurance plan as of June 30, 2003 shall not be eligible to participate in the health insurance buy-out.

f. If an employee is married to another District employee, and the couple receives one family plan or one two person plan through the District, the employee who is not the named policy holder shall not be able to participate in the health insurance buy-out. Additionally, if an employee is married to another District employee, and the couple maintains two (2) single plans through the District, one employee cannot opt out of District provided coverage and receive the buy-out payment while the other employee enrolls in either a two-person or family plan.

g. Employees who retire from District service and have elected the buy-out option in their last year of employment shall have the opportunity to be reinstated to the District sponsored health insurance plan effective on the date of retirement. Open enrollment is May 1st of each year for a July 1st implementation.

ARTICLE 9 – VACANCIES and LAYOFF PROCEDURES

Section 1 – Vacancies

In the event of a vacancy, a new job, or a layoff, seniority rights shall prevail. The openings shall be posted. Qualified employees may apply, and all things being equal, seniority shall be the deciding factor.

Section 2 – Posting Vacancies

Vacancies shall be posted eight (8) days prior to filling the position.

Section 3 – Union Notification

The District agrees to notify the CSEA Unit President of any vacancies or job postings during the school year and those occurring during July and August.

Section 4 – Seniority Determination

The District shall determine an employee's seniority for contractual purposes commencing with the employee's effective date of employment to their first District probationary position.

ARTICLE 10 - JOB RECLASSIFICATION

Section 1 – Reclassification Downward

If an employee holds a permanent appointment and the position is reclassified downward by the Mechanicville City School District, the employee will continue to be paid the previous salary rate.

Section 2 - Reclassification Upward

If a position is reclassified upward by the Mechanicville City School District, the employee will receive the new rate of pay for the reclassified position and shall serve a probationary period per the City of Mechanicville's Civil Service Rules and Regulations.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1 – Class Action Grievance

In the case of disputes involving individuals or groups arising out of the policies and regulations of the Board, appeals may be taken successively to the immediate superior of the person rendering the decision such as the Building Principal, from there to the Business Manager, then to the Superintendent of Schools, and then to the Board. All appeals must be in writing. The employee has the right to be represented by the CSEA Unit President and/or the CSEA Labor Relations Specialist or an appointed grievance representative. If the matter involves discipline, the employee may choose private counsel to represent them at their cost.

A. Declaration of Policy - In order to establish a harmonious and cooperative relationship between all employees and members of the Board of Education which will enhance the educational program of the Mechanicville City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of difference, promptly and fairly, as they arise and to assure equitable and proper treatment of all employees pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions:

Employee - shall mean any person employed by the School District.

Administrator - shall mean any person responsible for or exercising any degree of supervision or authority over other employees.

Immediate Supervisor - shall mean the person to whom the employee is directly responsible, as per accompanying staff list.

Representative - shall mean the CSEA Unit President, Labor Relations Specialist, or grievance representative appointed by the Unit President. In matters of discipline only, a person designated by the aggrieved employee has his/her counsel.

Days - "School Days" shall mean days that the District Central Office is open.

Grievance - shall mean any alleged violation, misinterpretation, failure or omission to carry out, or unfair application of law, ethics, school district policy of administrative authority. A grievance may concern working conditions tending to handicap an employee in the proper

discharge of his/her duty. A grievance may call attention to the absence of a needed policy or a conflict between two or more applicable policies.

A grievance shall not include any matter involving employee base rate of compensation retirement benefits, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force or effect of law.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. Employees shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. All hearings shall be confidential.
4. Grievances shall be handled by a five-step procedure:
 - Step I - Informal stage
 - Step II - Formal stage
 - Step III - Review stage
 - Step IV - Board stage
 - Step V - Arbitration
5. All grievances must be presented in writing within forty-five (45) calendar days from the date the grieving party knew or should have known of the occurrence of the event upon which the grievance is based. In order to proceed to arbitration, the grievant must comply with all time limits stated in this procedure.
6. In the event the District fails to issue a timely decision to the aggrieved party or such person's lawful representative under this procedure, the parties agree that such grievance may be moved to the next step by the Association.

D. Disciplinary Action - In the event the District intends to discipline (i.e. suspension without pay, fine, demotion, or dismissal), a permanent employee, the following procedure shall be followed:

1. The District shall notify the employee in writing of the nature of the disciplinary charge and the intended penalty.
2. The Employee shall have eight (8) calendar days to respond to the District. The Employee's response must indicate whether the Employee accepts or rejects the penalty, whether the Employee elects to proceed under arbitration pursuant to this Article or the procedures set forth in Civil Service Law Sections 75 and 76. The Employee may not elect both procedures.
3. In the event the Employee fails to respond within the eight (8) day time period, he/she shall be deemed to have agreed to the proposed penalty. In the event the Employee responds to reject the proposed penalty but fails to elect a procedure, the Employee shall be deemed to have elected arbitration in accordance with this Article.

4. Any Employee electing arbitration under this provision, failing to timely respond, or deemed to have elected arbitration, will be deemed to have waived any rights he/she has pursuant to Section 75 and 76 of the Civil Service Law.
5. If an employee elects Civil Service Law Section 75, then the District shall proceed in accordance with that statute.
6. If an Employee elects arbitration, the penalty shall be imposed and the Association may make a demand for arbitration within ten (10) work days of notice of the penalty.
7. The District reserves its right to suspend an employee without pay pending the Employee's election under this Article and during any proceeding.

Step I - Informal Stage - Any employee who feels that he/she has been aggrieved must first present his/her grievance to his/her immediate supervisor as listed on the accompanying staff list. The grievance must be in writing within ten (10) school days after discussing it with a supervisor. At this stage there should be an informal, comprehensive discussion of the employee's complaint. Every attempt must be made by the employee and his/her immediate supervisor to adjust the grievance at this level. Once a complaint has been received, the immediate supervisor shall provide for a complete review and decision within five (5) school days. In the event the grievance is beyond the scope of the supervisor's responsibilities or authority, or the matter is not satisfactorily resolved at this stage, the complainant may proceed to Step II.

Step II - Formal Stage - If the grievance is not adjusted at Step I, within 10 school days, the complainant or his/her representative may take the grievance to the general supervisor. The complainant must set forth his/her grievance fully in writing. The statement must be signed by the complainant and filed with the general supervisor. The general supervisor shall make a complete investigation of all matters relating to the complaint within five (5) school days of its receipt. All parties involved shall cooperate fully with the investigation and work for a satisfactory solution. The general supervisor's decision shall be given in writing not more than ten (10) school days from filing of the written complaint. Copies of the decision shall be given to all parties. The general supervisor shall file a complete set of papers relating to the grievance with the Superintendent of Schools, in those cases where the Superintendent is not involved at Step II.

Step III - Review Stage - If the grievance is not adjusted at Step II, within 10 school days, the complainant, or his/her representative, may take the grievance to the Superintendent. The complainant must set forth his/her grievance fully in writing. The statement must be signed by the complainant and filed with the Superintendent. The Superintendent shall make a complete investigation of all matters relating to the complaint within five (5) school days of its receipt. All parties involved shall cooperate fully with the investigation and work for a satisfactory solution. The Superintendent's decision shall be given in writing no more than ten (10) school days from filing of the written complaint. Copies of the decision shall be given to all parties.

Step IV - Board Stage - The aggrieved employee may, within five (5) school days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education who may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision following the next regularly scheduled Board of Education meeting.

Step V - Arbitration - In the event the grievance is not resolved, the aggrieved employee, with the approval of CSEA, may, within thirty (30) days of receipt of the determination of the Board, request final and binding arbitration. Rules of the American Arbitration Association.

ARTICLE 12 - PERSONNEL FILES

Section 1 – Contents of Personnel File

No information relating to an employee's conduct shall be placed in the employee's personnel file without such employee receiving a copy of the report. In addition, the employee shall have the right to respond in writing and such response shall be placed in the employee's personnel file.

Section 2 – Right to Review Personnel File

Each employee may inspect his, or her personnel file maintained in the District Office, and shall be entitled to make a copy of any material on file except any confidential material, such as references, etc. Each employee may answer any material in the file and insert a copy of said answer in the file.

ARTICLE 13 - CSEA BUSINESS

Section 1 – Union Release Time

CSEA Officers or appointees shall be allowed reasonable time from regular duties to assist in the processing of grievances.

Section 2 – Union Release Days

CSEA President shall be allowed five (5) days per year for the purpose of conducting CSEA business. One-half (1/2) days may be used, if necessary.

Section 3 – Union Bulletin Board

A CSEA bulletin board shall be provided in all buildings for the exclusive use of posting CSEA business and all job vacancies and new job openings.

ARTICLE 14 - PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the employer, unless specifically altered by this agreement, shall not be rescinded.

ARTICLE 15 - WORKWEEK - 12 MONTH EMPLOYEES

Section 1 – Full Time

The regular workweek shall in no event consist of more than forty (40) hours per week. The number of hours per week presently in force shall continue. The regular workweek shall be Monday through Friday unless otherwise stipulated in this agreement. One custodial appointment in each school may have a regular workweek of Tuesday through Saturday.

Section 2 – Shifts

All employees shall work their regular assigned shift. No employee's regular shift shall be changed without five (5) days' notice except in an emergency.

Section 3 – Summer Recess

Work schedules during the summer recess may be changed at the discretion of the Superintendent of Schools, providing appropriate coverage is maintained.

Section 4 – Time Clocks

The District may install time clocks in each building for use by unit members.

ARTICLE 16 - WORKDAY

Section 1 - Custodians, Cleaners/Maintenance Workers and Laborers Lunch and Breaks

Custodians, Cleaners/Maintenance Workers and Laborers day shift will be eight (8) hours with a maximum of a thirty (30) minute lunch period. Custodians, Cleaners/Maintenance Workers and Laborers evening shift will be eight (8) hours, with a maximum of a thirty (30) minute lunch period. Two (2) fifteen minute breaks will be provided, the times of the breaks will be set by management.

Section 2 – Mechanics Lunch Break

Mechanics will work eight (8) hours, exclusive of a one (1) hour lunch break. Mechanics will work from 7:00 a.m. until 3:00 p.m. with 1/2 hour lunch when school is not in session.

Section 3 - Shifts and Shift Changes

Employees covered by this Article shall be scheduled to work between the hours of 6:00 a.m. and 11:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Additionally, the District will have the authority to add an overnight custodian/cleaner shift at its discretion. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

ARTICLE 17 - OVERTIME

Section 1 – Overtime Rate

The overtime rate shall be computed at one and a half (1 ½) times the employee's hourly rate.

Section 2 – Earning Overtime

All hours in excess of eight (8) in any workday, all hours outside the regular custodial work schedule and all hours outside the regular workweek shall be paid at the overtime rates.

Section 3 – Seniority Rotation for Overtime

Overtime shall be extended on the basis of seniority and on a posted rotating list. Any employee who declines overtime assignments will have his/her name placed on the bottom of the rotation list.

Section 4 – Outside Use of Premises

When the premises are used by any outside organization, staff shall be guaranteed the overtime rate for any duties related to the use by the outside organization.

ARTICLE 18 - ADDITIONAL COMPENSATION ISSUES

Section 1 – Emergency Call-In

Emergency call-in will be guaranteed at four (4) hours. An employee called in for emergency work will only be paid for four (4) hours of work regardless of how many actual call outs

occur during the first four (4) hours at the rate of time and one half (1 ½). After four (4) hours have been worked, and the emergency extends beyond four (4) hours or the employee is called out again, the employee will be paid for that additional time per hour at the time and one half (1 ½) rate.

Emergency call-ins related to snow storms are defined as a call-in for a snow storm which happens before or after an employee's regular work day, and qualifies the employee to receive a guaranteed minimum four (4) hours of pay for that call-in at time and one half (1 ½) their hourly wage in accordance with this Section. An employee who is asked to come in early the next day or to work late that same day due to a snowstorm or potential snow storm will not be eligible for emergency call-in pay as long as the extra work is scheduled prior to the completion of the employee's regular work day.

When the employee is scheduled to work as an extension of their day or to come in early on the following day due to a snow storm or potential snow storm:

- a. And the employee shows for work, the employee shall receive a minimum of two (2) hours of pay or the scheduled hours, whichever is more, at time and one-half and will perform work assigned by their immediate supervisor; or
- b. And the employee is notified during their regularly scheduled hours that they are not needed for the future scheduled time, they will not receive any compensation due to proper notice.

Section 2 – Emergency Closing

If school is closed due to weather or local emergency (i.e., water shortage or other city or town emergency), 12-month employees will be expected to report to work that day at the rate of time and a half. Those 12-month employees who wish to remain at home must use a leave day in order to receive a full-days salary.

Section 3 – Longevity Payment

Any annual longevity payment due an employee shall be in addition to the negotiated salary increase.

Section 4 – Ten Month Pay Periods

Ten (10) month employees shall have the option to receive their salary in 21 or 25 payments.

Section 5 – 10 Month – 187 Working Days

The salary for ten (10) month employees is based on 187 working days, inclusive of the following seven (7) holidays listed.

- a. Columbus Day
- b. Thanksgiving Day

- c. Christmas Day
- d. Presidents Day
- e. Martin Luther King Day
- f. Memorial Day
- g. Juneteenth

Section 6 - Tuition for Non-Resident Employees

Non-resident employees shall be eligible for a free tuition for their children so long as space is available, and the District does not incur additional cost for allowing such children to attend. Non-resident students shall be required to arrange their own transportation to and from school.

Section 7 – Differential Payment

In the event the District has hired a replacement employee, upon the 31st day of an absence of an employee receiving a differential, the differential shall be transferred to the employee that is assigned to the full responsibility of the absent employee. The differential shall be immediately reinstated upon the return to work of the original employee.

Section 8 – Chaperone Rate

Chaperone: When an employee chaperones an event such employee shall be compensated at the established chaperone rate of pay as set forth in the MTA collective bargaining agreement. The Parties agree and understand that chaperone work is not exclusive bargaining unit work and other district employees, including MTA members, may serve as chaperones with the distribution of such work between the CSEA and non-CSEA members being done equitably and fairly.

Section 9 – Direct Deposit

Employees' paychecks will be direct deposited into accounts of their choice (it may be more than one if desired).

Section 10 – CDL License Renewal

Effective July 1, 2022, the District agrees to reimburse CSEA member bus drivers up to \$200 for the cost(s) associated with renewal of commercial driver's licenses. Such cost shall be reimbursed upon presentation of receipts by such CSEA member(s) It is understood by the Parties that such renewals are required every eight (8) years and such reimbursement shall be made with that frequency.

ARTICLE 19 - HOLIDAYS

Section 1 – Holidays

Twelve (12) month employees shall enjoy fourteen (14) holidays per year:

- | | |
|------------------------------|----------------------------|
| 1. Independence Day | 8. Christmas |
| 2. Labor Day | 9. New Year's Day |
| 3. Columbus Day | 10. Memorial Day |
| 4. Veterans Day | 11. President's Day |
| 5. Thanksgiving Day | 12. Martin Luther King Day |
| 6. Friday after Thanksgiving | 13. Good Friday |
| 7. Day before Christmas | 14. Juneteenth |

Section 2 – Day off In Lieu of Holiday

If the holiday falls outside the employee's regular workweek, the employee shall be given another workday off, subject to the approval of the Superintendent of Schools or designee.

ARTICLE 20 - VACATIONS

Section 1 – 12 Month Vacation Periods

All twelve (12) month employees shall enjoy a vacation period as follows:

After one (1) year of employment –ten (10) working days. For each additional year, one (1) additional day up to twenty (20) working days. When school is not in session, vacation time may be taken with the approval of the immediate supervisor.

Section 2 – Additional Days – 15 Year Employees

Fifteen (15) year employees shall be entitled to one (1) additional day off in recognition of their years of service.

Section 3 – Additional Days – Over 15 Years

The Board shall grant employees one (1) additional day of vacation for each year of service over fifteen (15) years to a maximum of twenty-five (25) days.

Section 4 – 10 to 12 Month Position Pro-Rated

When an employee moves from a ten (10) month position to a twelve (12) month position, for the purpose of determining vacation time in this Article, the District shall make the determination based upon the original date of hire and will be prorated based on the number of years/months/hours worked, not including summer employment.

Section 5 – Vacation Rollover

Up to five (5) days of unused vacation leave may be rolled over to the next school year. Such rolled over vacation days must be used in the second year, and cannot be rolled over to another year.

ARTICLE 21 - PERSONAL LEAVE

Section 1 – Personal Leave those Hired Prior to 12/1/96

Twelve (12) month employees hired prior to December 1, 1996 shall receive five (5) personal leave days per year. Ten (10) month employees hired prior to December 1, 1996 shall receive four (4) personal days per year.

Section 2 – Personal Leave those Hired After 12/1/96

Twelve (12) month employees hired on or after December 1, 1996 shall receive four (4) personal leave days per year. Ten (10) month employees hired on or after December 1, 1996 shall receive three (3) personal leave days per year.

Section 3 – Personal Leave Probationary Period

New employees shall not receive personal days until after they have successfully completed their probationary period.

Section 4 – Rollover of Unused Personal Leave

Unused personal leave shall be accumulated as sick leave.

Section 5 – Use of Personal Leave

Personal leave shall be utilized only to attend personal business matters that cannot be taken care outside of the normal working day or on weekends. For example, personal leave shall not be used for such things as vacation, recreation, leisure activities, to extend a vacation or recess period.

Section 6 – Request Use of Personal Leave

Requests for personal leave days shall be submitted in writing to the Superintendent or his/her designee three (3) work days prior to the requested leave date. The Superintendent or his/her designee may waive this time period. The Superintendent or his/her designee shall notify the employee of the grant or denial of said request.

ARTICLE 22 - NURSES

Section 1 – Work Day for Nurses

Nurses shall work seven (7) hours per day (includes a 30-minute lunch) during the 180 day student school year. The nurses' work day shall be scheduled between 7:30 a.m. and 4:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 2 – Nurse Seminars

Nurses may be entitled to attend two (2) seminars each school year as part of their 180 day work year, with prior approval of the Administration and at least two (2) weeks' notice.

Section 3 – Additional Work Time

The Nurses may work up to five (5) days, thirty-five (35) hours during the summer recess period at his/her per diem rate. The Nurse's summer schedule will be approved by the Building Administrator with notice to the Business Manager.

Section 4 – Work Day

Flexible Schedules: Nurses hired or after the effective date of this agreement (July 1, 2022 and thereafter) may be hired for hours other than those set forth in the above section based upon need as determined by the District. The District shall notify the CSEA President in advance of any such person hired for hours of work other than those specified above.

ARTICLE 23 - BUS DRIVERS

Section 1 – Seniority Extra Trips

Seniority shall govern the assigning of extra trips. When extra trips do not interfere with regular daily runs, they will be assigned to the regular driver on a rotating seniority basis. In the event a driver does not accept an extra trip, he/she shall forfeit his/her turn. All extra trips will be posted.

Section 2 – Assigned Runs

Bus drivers, once assigned a run, cannot be bumped from that job assignment, except when the number of routes is reduced, which will then involve seniority rights.

Section 3 – Student Discipline

A copy of the student discipline form shall be returned to the bus driver.

Section 4 – Driver Rates Bus drivers shall be paid their regular hourly rate for their normal daily assigned route(s). When a bus driver takes a leave day, (s)he will be paid for the number of hours in his/her normal work day. Overtime compensation and late runs shall not be included in the calculation of a normal work day for the purposes of leave day compensation. Bus drivers shall be paid the same rate for driving extra trips (i.e., sports runs, field trips) as they are paid for their assigned route, exclusive of seat time. Time during extra runs which is not driving time shall be paid at the seat time rate.

Section 5 – Bus Driver Training

All drivers will be paid for mandated attendance at Safety Refresher Courses.

Section 6 – Bus Driver Absence

Bus Drivers who are assigned to an extra run will lose that extra run if he/she takes sick leave for the afternoon of the day immediately prior to, or the entire day immediately prior to the extra run. If a driver uses a personal day on the day prior to the extra run or uses one-half of a sick leave day on the morning of the day prior to the extra run, he/she will be allowed to take the extra run. In other words, if the driver is out sick the entire day before an extra run, or the afternoon of the day before an extra run, that extra run will be reassigned. Extra runs will not be reassigned if the driver takes personal leave or uses sick leave for the morning only of the day before an extra run assignment.

Section 7 – Early Dismissal

When the school experiences “early dismissal”, defined only as a day when the drivers are informed in advance of Parent/Teacher Conferences that involve change in drivers’ normally scheduled work hours, affected drivers that choose to remain on-duty for one (1) additional hour shall be compensated for said hour. Affected drivers that work the extra hour shall be expected to perform normal duties related to their job title, including, but not limited to, attending training, bus cleaning and/or bus washing.

Section 8 – Guaranteed Salary

Bus Drivers and Bus Attendants are guaranteed a minimum of four (4) hours of salary per day.

Section 9 – Work Day

Flexible Schedules: Bus drivers hired or after the effective date of this agreement (July 1, 2022 and thereafter) may be hired for hours other than those set forth in the above section

based upon need as determined by the District. The District shall notify the CSEA President in advance of any such person hired for hours of work other than those specified above.

ARTICLE 24 - CAFETERIA

Section 1 – Banquet Pay

Cafeteria employees working a banquet shall be guaranteed four (4) hours of pay. The food service director shall have the discretion to assign extra work beyond an employee's work day. Such work shall be offered first based upon seniority then at the discretion of the food service director.

Section 2 – Hours of Work

Food Service Helpers shall work three (3) hours per day. Cooks shall work seven (7) hours per day. The cafeteria staff's workday shall be scheduled between 7:00 a.m. and 3:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 3 – Work Day

Flexible Schedules: Food service workers hired or after the effective date of this agreement (July 1, 2022 and thereafter) may be hired for hours other than those set forth in the above section based upon need as determined by the District. The District shall notify the CSEA President in advance of any such person hired for hours of work other than those specified above.

ARTICLE 25 – MONITORS, AIDES AND SAFETY POSITIONS

Section 1 – Working Hours

Working hours for monitors, aides and safety positions are as follows:

- a. Cafeteria Monitors – two (2) hours per day
- b. Classroom Aides – six and a half (6.5) hours per day - (not including ½ hour unpaid lunch)
- c. Hallway/Bathroom Monitors – six and a half (6.5) hours per day (not including ½ hour unpaid lunch)
- d. Safety Liaison – shall work 10 months, seven and a half (7.5) hours per day (not including ½ hour unpaid lunch)
- e. The Engagement Coordinator shall work 10 months plus 20 summer days, seven and a half (7.5) hours per day (not including ½ hour unpaid lunch)

Section 2 – Schedule Changes

The monitors and aides' workday shall be scheduled between 8:00 a.m. and 4:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 3 – Rates of Pay

Those employees hired to perform the duties of a school bus attendant, as defined in section 156.3 of the Commissioner of Education regulations, or to perform hallway monitoring duties, shall be compensated at the monitor rate. Those employees hired to perform the duties of a school bus attendant, as defined in section 156.3 of the Commissioner of Education regulations, or to perform classroom aide or one to one aide duties, shall be compensated at the aide rate.

Section 4 – Work Day

Flexible Schedules: Those hired or after the effective date of this agreement (July 1, 2022 and thereafter) may be hired for hours other than those set forth in the above section based upon need as determined by the District. The District shall notify the CSEA President in advance of any such person hired for hours of work other than those specified above.

ARTICLE 26 - BUILDING CLERICAL STAFF

Section 1 – Work Hours

Elementary (K-5) and Jr/Sr (6-12) working hours

- a. Clerks – 6.5 hour day (not including 1/2 hour unpaid lunch)
- b. Sr. Typist – 7.5 hour day (not including 1/2 hour unpaid lunch)
- c. Typist – 7 hour day (not including 1/2 hour unpaid lunch)
- d. Account Clerk – 7.5 hour day (not including 1/2 hour unpaid lunch)
- e. Administrative Secretary – 7.5 hour day (not including 1/2 hour unpaid lunch)

Section 2 – Information Technology Staff

- a. Microcomputer Technician – 7.5 hour workday (not including a 1/2 hour unpaid lunch).
- b. Technology Coordinator – 8 hour day (not including 1/2 hour unpaid lunch)
- c. Network Technician – 7.5 hour day (not including 1/2 hour unpaid lunch)

Section 3 – Clerical Breaks

All building clerical staff shall have a thirty (30) minute lunch break exclusive of the above working hours.

Section 4 – Changes to Workday

The clerical staff's workday shall be scheduled between 7:30 a.m. and 4:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 5 – Work Day

Flexible Schedules: Building clerical staff hired or after the effective date of this agreement (July 1, 2022 and thereafter) may be hired for hours other than those set forth in the above section based upon need as determined by the District. The District shall notify the CSEA President in advance of any such person hired for hours of work other than those specified above.

ARTICLE 27 - PAY RATES

Section 1 - Special Rates – Annual Differentials

The Parties agree that payments paid to CSEA members shall be used to calculate rates of pay for purposes of overtime as noted below:

1. Work Supervisor – Building \$1,000 *

2. Night Custodian	\$1,000 *
3. Night Custodian/Lockup	\$ 430*
4. Head Cook	\$ 350*
5. CPR/AED Cert.	\$35/hour
5. Field Work – Sport Program	\$ 500**
6. Bus Driver – No Accident	\$ 100**
7. Bus Mechanic – Perfect Inspection	\$ 200**
8. Perfect Attendance – No Sick Leave	\$ 100**
9. Asbestos Training	\$ 500**

* Included in the hourly rate calculation

** Paid as lump sum stipend

AED/CPR: Whenever a unit employee is designated to be responsible for the AED/CPR at a school event, (s)he shall be compensated at a rate of \$35/hour per event. Such amount shall be a stipend not added to the employee’s hourly rate of pay.

Section 2 - General Salary Increase and Longevity

a. New Hire Rate

The rates set forth in Appendix A shall be increased as follows:

- i. 2022-2023: \$0.50/hour and 3.0%
- ii. 2023-2024: 3.0%
- iii. 2024-2025: 3.0%
- iv. 2025-2026: 3.0%

b. Current Employees:

- i. 2022-2023: \$.82/hour plus 4.0%
Employees who received minimum wage increases as of 1/1/2022:
\$.50/hour plus 4.0%.
- ii. 2023-2024: 3.5%
- iii. 2024-2025: 3.5%
- iv. 2025-2026: 3.5%

c. Longevity

All employees hired on or after June 30, 1999 shall be eligible for annual longevity payments in accordance with the following:

	Years of Service				
	5 – 9	10 – 14	15 – 19	20 - 20+	25+
12 Month Employees	\$800	+\$800	+\$800	+\$800	+\$400
10 Month Employees	\$650	+\$650	+\$650	+\$650	+\$325
Bus Drivers	\$350	+\$350	+\$350	+\$350	+\$175
3 Hour Employees	\$200	+\$200	+\$200	+\$200	+\$100

Longevity payments shall be added separately to the base salary on an annual basis, used to calculate rates of pay for overtime purposes and shall increase every five years in accordance with the above schedule. For example, a 12-month employee shall receive \$1,600 in longevity in his/her tenth year of service. Percentage increases shall not impact on longevity payments. Longevity payment shall be included in the overtime calculation.

d. Longevity Rules

All employees hired on or before June 30, 2000 shall only be eligible for the longevity payments in section d above if they have less than 5, 10, 15, or 20 years of service.

(i) If, as of June 30, 2000, an employee has at least one (1) year of service, but less than five (5) years of service, (s)he shall be eligible for all longevity payments in section b.

(ii) If, as of June 30, 2000, an employee has at least five (5) years of service, but less than ten (10) years of service, (s)he shall be eligible for the longevity payments at 10, 15 and 20 years of service.

(iii) If, as of June 30, 2000, an employee has at least ten (10) years of service, but less than fifteen (15) years of service, (s)he shall be eligible for the longevity payments at 15, 20 and 25 years of service.

(iv) If, as of June 30, 2000, an employee has at least fifteen (15) years of service, but less than twenty (20) years of service, (s)he shall be eligible for the longevity payments at 20 and 25 years of service.

(v) If, as of June 30, 2000, an employee has at least twenty (20) years of service, but less than twenty-five (25) years of service, (s)he shall be eligible for the longevity payments at 25 years of service.

(vi) If, as of June 30, 2003, an employee has twenty-five (25) or more years of service, (s)he shall not be eligible for any longevity payments.

Section 3 - Promotions

If an individual is promoted from one job title to another in the same field (i.e., monitor to aide or cleaner to custodian), (s)he will not revert to base pay (former step one) of the new job title. Instead, (s)he will receive an increase equal to the differences between the two job titles' starting rate. Also, these individuals will not lose their accrued service time for longevity purposes by switching job titles. The District will calculate longevity from the initial date of hire if the job title changes.

When a bargaining unit employee is reassigned to a higher classification, the District will pay the employee the difference between the starting pay of both positions starting on the 6th day.

Section 4 – Minimum Wage

To remain consistent with changes in the New York State minimum wage rate, as it may from time to time be amended, the Parties agree that any Association member whose wage rate is lower than the current applicable a minimum wage, shall have such rate increased to the applicable minimum wage rate effective on the date set forth by New York State. Additionally, the starting rates in Appendix A will be increased if they are lower than the current applicable minimum wage.

ARTICLE 28 - CLOTHING ALLOWANCE

Section 1 – Clothing Allowances

Cafeteria personnel shall receive an annual clothing allowance of \$200 upon presentation of receipts of such purchase(s). Cleaners, Custodial and Maintenance personnel, and Mechanics will receive an annual clothing allowance of \$200 for boots and outerwear with such reimbursement to be paid upon presentation of receipts for such purchase(s).

ARTICLE 29 - SAVINGS CLAUSE

Section 1 – Contractual Conflicts with the Law

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 adherent to, or enforcement of any article, or part thereof, should be restrained by a court of law, the remaining articles of the agreement, or any addition thereto, shall not be affected.

Section 2 – Triborough

If a new agreement between CSEA and Mechanicville School District has not been reached by the expiration date of this agreement, the present agreement shall remain in full force

and effect until such time as a new agreement has been reached, reduced to writing, and signed by the respective parties.

ARTICLE 30 - IMPLEMENTATION

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


ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2022, and extend to June 30, 2026.

Dated: 2/3, 2023

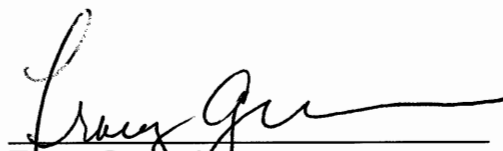
Dated: 1/23, 2023

FOR THE DISTRICT:

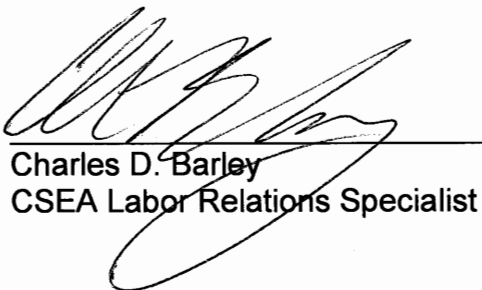


Kevin Kolakowski
Superintendent of Schools

FOR THE ASSOCIATION:



Tracy Germain
CSEA Unit President



Charles D. Barley
CSEA Labor Relations Specialist

**MECHANICVILLE CITY SCHOOL DISTRICT
APPENDIX A**

	2021-22	22-23	12/31 /2022	23-24	24-25	25-26
Nurse	25.00	26.27		27.05	27.86	28.70
Custodian	16.95	17.97		18.51	19.07	19.64
Mechanic	21.46	22.62		23.30	24.00	24.72
Laborer	16.47	17.48		18.00	18.54	19.10
Microcomputer Tech	19.03	20.12		20.72	21.34	21.98
Technology Coordinator	35.27	36.84		37.95	39.09	40.26
Cleaner	15.99	16.98		17.49	18.02	18.56
Clerk	13.55	14.47		14.91	15.35	15.81
Typist	14.92	15.88		16.36	16.85	17.36
Bus Driver	20.45	21.58		22.23	22.89	23.58
Sit Time	17.95	19.00		19.57	20.16	20.77
Head Cook	15.71	16.70		17.20	17.71	18.24
Food Service Helper	13.20	14.11	14.20	14.63	15.06	15.52
Café Leader	13.93	14.86		15.31	15.77	16.24
Cook	13.54	14.46		14.90	15.34	15.80
Banquet Rate	16.92	17.94		18.48	19.04	19.61
Monitor	13.20	14.11	14.20	14.63	15.06	15.52
Aide	13.20	14.11	14.20	14.63	15.06	15.52
Bus Attendant	13.20	14.11	14.20	14.63	15.06	15.52
Senior Typist	17.18	18.21		18.76	19.32	19.90
Account Clerk	17.31	18.34		18.89	19.46	20.05
Network Technician	29.71	31.12		32.05	33.01	34.00
Groundskeeper	16.47	17.48		18.00	18.54	19.10
Administrative Secretary	19.48	20.58		21.20	21.83	22.49
Safety Liaison		24.81		25.55	26.32	27.11
Engagement Officer		28.99		29.86	30.76	31.68