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# AGREEMENT

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by and between the

BALLSTON SPA CENTRAL  
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,  
AFL-CIO



Ballston Spa CSD Unit #8455  
Saratoga County Educational Local 864

**July 1, 2016 - June 30, 2020**



# ***INDEX***

*(In Alphabetical Order)*

<b><i>TITLE</i></b>	<b><i>ARTICLE</i></b>	<b><i>PAGE(S)</i></b>
Administrative Aide Special Conditions .....	25A .....	40
Appendix A: Grievance Forms .....		46
Appendix B: Progressive Discipline .....		55
Applicable Law .....	1 .....	3
Association Rights.....	5 .....	5
Attendance .....	20 .....	30
Collective Negotiating Unit.....	6 .....	7
Commencement & Duration of Agreement.....	28 .....	45
Compensatory (Comp) Time .....	15 .....	22
Custodial and Maintenance Special Conditions .....	23 .....	32
Definitions .....	8 .....	9
Employee Assistance Program (EAP).....	10 .....	11
Employee Rights .....	4 .....	4
Extended Leave of Absence .....	19 .....	28
Flexible (Flex) Scheduling .....	15 .....	22
Grievance Procedures.....	27 .....	41
Holidays.....	21 .....	30
Insurance .....	12 .....	14
Meals/Breaks .....	15 .....	23
Negotiation Procedures .....	7 .....	8
Other Temporary Leave (Bereavement, Jury Duty).....	18 .....	28
Overtime .....	15 .....	21
Personal Leave .....	17 .....	26
Professional Development and Licensure .....	9 .....	10
Reciprocal Rights .....	2 .....	3
Recognition .....	3 .....	3
Retirement .....	13 .....	16
Salary .....	11 .....	11
Salary Schedule.....	11 .....	13
Sick Leave .....	16 .....	23
Special Education Aide Special Conditions .....	25 .....	39
Transportation Department Special Conditions .....	24 .....	33
Vacancies and Seniority .....	14 .....	19
Vacation.....	22 .....	31
Work Week (Traditional, Modified and Compressed).....	15 .....	20

## ***ARTICLE 1***

### ***APPLICABLE LAW***

The Public Employees Fair Employment Act, the Civil Service Law, the Education Law and other applicable laws and the rules of the Saratoga County Civil Service Commission, and the Ballston Spa Central School District, hereinafter known as the "School District," not inconsistent with any of the aforesaid Law shall govern the terms and provisions of this Agreement.

## ***ARTICLE 2***

### ***RECIPROCAL RIGHTS***

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject concerned with collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of such rights are set forth in this Agreement. Therefore, the Board and the Association agree that the other party shall not be obliged to bargain collectively, for the duration of this Agreement, with respect to any item not specifically referred to in this Agreement.

## ***ARTICLE 3***

### ***RECOGNITION***

1. The employer agrees that the Ballston Spa Unit of the Saratoga County Education Employees Local No. 864 of CSEA, Inc., Local 1000, AFSCME, AFL-CIO hereinafter called "CSEA," or "Association," shall have unchallenged representation status for all employees described in the Article 6 for the purpose of collective negotiations and grievances for the maximum period permitted by the law on the date of the execution of this agreement.
2. Agency Shop Service Fee: The School District will assume obligations for the collection of any agency fee as stipulated below:
  - a) The School District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association, a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.
  - b) The service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association, unless the non-member has paid the total agency fee, as stipulated by the Association to the School District by the third pay date.
  - c) Any bargaining unit member subject to the service fee charge who is employed for less than the full school year shall pay a service fee equivalent to a pro-rated portion of the total annual per capita dues paid by members of the Association.
3. The Association will assume the obligations listed below:
  - a) The Association shall provide the School District with a list of non-members.
  - b) The Association shall comply with all provisions of the law with respect to its obligations for the collection and use of agency fees.
  - c) Upon receipt from the School District, the Association assumes full responsibility for the proper application of agency fees. The School District will have no liability for any association duty or responsibility related to agency fees.

4. The Association shall have the sole exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employment Act; under any other applicable law, rule, regulation, or statute, under the terms and conditions of this agreement to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.
5. The labor management process consists of systematic on-going discussions between CSEA officers and managers. It is a way to resolve labor issues without polarization and grievances. Labor management meetings shall be held at least quarterly with a predetermined agenda. District participants shall include the Assistant Superintendent for Business and Support Services, Director of Human Resources, Human Resources Coordinator, Transportation Coordinator and Facilities & Security Coordinator. CSEA will be represented by its duly elected officers. Others may attend with advance notice to the other party.
6. Except as otherwise expressly provided by the terms of this Agreement or by law, the determination and administration of policy is vested exclusively in the Board and the administration of policy, the operation of the schools and the direction of the staff are vested exclusively in the Superintendent as delegated by the Board.
7. The CSEA shall have exclusive payroll deduction privileges of authorized deductions for employees represented by the Unit and no other employee organization shall be accorded any such payroll deduction privilege throughout the exclusive representation period. The employer shall deduct from the wages of the employees and remit to the Association regular membership dues and agency shop services fees to CSEA, Inc., 143 Washington Avenue, Albany, New York 12234 for those employees at the end of each pay period.

#### ***ARTICLE 4***

#### ***EMPLOYEE RIGHTS***

1. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the employer or its agents.
2. An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose their own union or legal representatives or appear alone in a grievance or appeal proceeding.
3. Any rights, privileges or benefits already accorded the employees of the Ballston Spa Central Schools shall not be rescinded.
4. All employees within the bargaining unit shall receive a copy of this agreement, the cost of which will be shared equally between the School District and the Ballston Spa Unit.
5. The School District shall notify each employee of all of their benefits (retirement, hospitalization, vacation, sick leave, personal leave, etc.) at the beginning of each school year or when first hired.

6. The Superintendent or his designee shall have the authority to require unit members to perform out of title work in cases of emergency or on a temporary basis. When an employee performs the duties of a higher classification for a full work shift or more, the employee shall receive the pay equal to the higher classification schedule. For example, if a cleaner performs the duties of a custodian for a full work shift or more, (s)he shall receive the custodian's pay rate. When an employee performs duties of a lower classification, the employee shall be paid his/her current salary and will not be paid at the lower pay rate.
7. Safety Clause: When an employee, working alone, is confronted with work which would be dangerous for the employee to undertake by him/herself, (s)he shall be provided assistance upon making the request to the employee's immediate supervisor, whose judgment shall prevail.
8. Special Benefits: When an employee who normally works less than a twelve (12) month period, works into a month not worked during the summer, they shall accrue all benefits normally accorded them. The duration of this period shall be at least one (1) month. One month shall mean thirty (30) calendar days, e.g. July 1 through August 1 or July 15 through August 15.  
  
An employee who works a partial month, that is, a period of time which does not cover thirty (30) calendar days, shall not be entitled to pro-rated benefits under this provision.
9. Salary adjustments shall become effective July 1 for bargaining unit members hired in the previous fiscal year.
10. An employee reserves the right to grieve any disciplinary action using the grievance procedures as his/her guidelines through Step 4 (Board of Education stage).

## ***ARTICLE 5***

### ***ASSOCIATION RIGHTS***

1. The School District has no objection to the designation by their employees or representatives of the CSEA to appear on their behalf to discuss salaries, working conditions and grievance procedures in re-negotiating of any contract so long as the Ballston Spa Unit is designated by the employees, nor does the School District have any objection to representatives of the CSEA appearing in any grievance proceeding when requested by an aggrieved employee pursuant to the terms of this Agreement; nor to appearing before the Board of Education upon request of the employees to which this Agreement pertains in relation to the terms and conditions of this Agreement.
2. CSEA representatives can meet as necessary with Unit officers during school time; this time is not to interfere with the normal school routine.
3. The Ballston Spa Unit of the Saratoga County Educational Employees Local No. 864 of the CSEA shall have the right to post notices and other communications on bulletin boards at places designated by the Superintendent of Schools, subject to the approval of the contents and number of such notices and communications by the Superintendent of Schools or his/her designee.

4. The Ballston Spa Unit of CSEA, Local No. 864, Unit 8455, shall be allowed to send one representative from the unit to CSEA sanctioned functions for a maximum of six (6) working days each year; e.g., one unit member might be able to attend six different CSEA sanctioned functions in one year or two members might be able to attend three such functions. No more than one unit member from each building or work area may be selected by the Association to attend such sanctioned functions of CSEA.
5. Payroll deduction is authorized for CSEA sponsored insurance programs.
6. Use of School facilities:
  - a) The Unit will have the right to use the school buildings without cost at reasonable times of any day or evening for its meetings and other business. The Unit will continue to take all necessary precautions regarding the security of buildings when using them. The Principal of the building in question will be notified in advance of the time and place of all such meetings, with the Principal's approval.
  - b) The Unit may use a section of an adequately sized bulletin board in each building. At least one (1) CSEA bulletin board will be installed in each new building at a location to be agreed upon by the parties hereto. Nothing profane, political or derogatory may be posted there.
  - c) The Unit will be allowed reasonable use of inter-school mail facilities and faculty mail boxes.
  - d) A mailbox for non-certified employees will be provided in their building location, e.g., Barn, Bus Garage and offices at Gordon Creek, Malta, Milton Terrace, Wood Road, Middle School and High School.
  - e) The Unit President shall by name and title be provided with a mailbox in the office of the building where the President is working.
  - f) Space shall be provided by the School District for a Unit file cabinet in the building to which the Unit President is assigned.
  - g) The Unit will be allowed to use the photocopier and printing equipment of the School District without charge, except for supplies. The use of the equipment will not interfere with the normal school use and is not applicable to metered machines. The Unit will assign persons who are knowledgeable in the use of these machines.
  - h) CSEA may also use the School District email system for union business; however, nothing offensive, defamatory, discriminatory or harassing may be posted. While union positions may be presented, derogatory remarks/comments about the employer are not acceptable. The School District reserves the right to monitor both media.
7. CSEA officers will be permitted to attend four (4) unit meetings per year as outlined in the Unit's by-laws. The officers, if working at these meeting times, will be expected to return to work promptly at the conclusion of the meetings, but will not lose any accrued leave times. The officer(s) will not be expected to complete his/her normal work duties in the time remaining.
8. The School District shall implement payroll deduction for the CSEA PEOPLE PROGRAM following submission of authorization of 30% of the CSEA bargaining unit members. If the Association obtains authorization by 30% or more of the bargaining unit members, then the

School District will implement the payroll deduction for the CSEA PEOPLE PROGRAM for those employees who sign such authorization.

## ***ARTICLE 6***

### ***COLLECTIVE NEGOTIATING UNIT***

1. The following positions are represented by the Ballston Spa Unit:

Account Clerk	Head Lifeguard	School Aide
Account Clerk Typist	Head Mechanic	School Aide (17.5 hr/wk minimum)
Administrative Aide	Landscape and Turf Specialist	Senior Account Clerk
Budget Analyst	Lifeguard (FT)	Senior Clerk
Bus Attendant	LPN	Senior Network Technician
Bus Dispatcher	Maintenance Technician	Senior Steno
Bus Driver	Maintenance Worker	Senior Typist
Cleaner	Mechanic	Special Education Aide
Clerk	Network Technician	Technical Assistant
Courier	Personnel Clerk	Technical Assistant II
Custodian	Receptionist	Transportation Routing Specialist
Entrance Monitor	Records Management Clerk	Transportation Sched/Maint Spec
Groundskeeper	Registrar	Typist

2. The following positions are considered to be managerial or confidential or part-time in nature and hence not included in the above bargaining Unit:

Building Maintenance Supervisor	Human Resources Assistant
Business Office Coordinator	Lead Driver
Confidential Secretary to Superintendent	Lifeguard (PT)
Coordinator of Community Resources	Principal Clerk
Coordinator of Facilities & Security	Principal Typist
Coordinator of Human Resources	Purchasing Coordinator
Coordinator of Technology Support Services	Relief Driver
Coordinator of Transportation	School Aide (PT fewer than 17.5 hours. wk)
Custodial Operations Supervisor	Transportation Operations Supervisor
Director of Business and Support Services	

3. A job specification for each title in the Ballston Spa Unit shall be available to the Unit.
4. The School District and CSEA shall review any newly created titles for inclusion within the defined bargaining unit (as stands).
5. Job classification changes, changes in duties or job descriptions and new positions must be negotiated with the Unit before any changes are imposed.



## **ARTICLE 7**

### **NEGOTIATION PROCEDURES**

1. Reasonable efforts shall be made to commence negotiations within twenty (20) days from January 1<sup>st</sup> of the year the contract terminates.
2. Proposals will be mutually exchanged at the first negotiations session.
3. All negotiations will be conducted in executive session.
4. At the first negotiation session, both parties may mutually agree to modify this Article to suit their needs.
5. The time frame within which the parties shall meet for their first negotiation session shall not exceed thirty (30) days from the initial meeting date of the parties.
6. Definite dates and starting times for meetings will be established. Future days will be agreed upon no later than the second meeting subsequent to the initial meeting. All meetings will be held during non-school hours, unless mutually agreed to.
7. Negotiations shall take place at a site convenient to both parties.
8. Additional ground rules will be discussed no later than the second meeting subsequent to the initial meeting.
9. Either party may, independently, call for a caucus at any time during the negotiating session.
10. The process of tabling may be used. (Tabling shall mean "the temporary suspension of negotiations on a specific item.")
11. The representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach agreements in the course of negotiations. Once such agreements have been reached on individual articles, they will be initialed by both parties and will be understood to stand as tentative agreements subject to final ratification.
12. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District.
13. Either party may, with prior notification to the other party, bring into the negotiations any outside legal and/or professional advisors.
14. Either party may call upon consultants to assist in preparing them for negotiations and/or to advise them during negotiations. The expense of such consultants shall be borne by the party requesting the services.
15. A free exchange of facts, opinions, proposals and counter-proposals shall take place on all issues in an effort to reach agreement. Therefore, each party agrees to make available, upon reasonable and specified request, all data, research, and other pertinent materials in its possession on any issue under consideration.

16. In the event that the contract expires prior to the ratification of a new contract, the terms of the grievance procedure (Article 27) of the expired contract shall continue in full force and effect until the new contract is ratified.
17. In the event that any provision of this agreement shall be held void or illegal by a court of competent jurisdiction, such provision shall be void and inoperative, and all other provisions of this agreement shall continue in effect.

## **ARTICLE 8**

### **DEFINITIONS**

1. As used in this Agreement, the following terms shall have the respective meanings set forth below:
  - a) **School District** shall mean the Ballston Spa Central School District, Ballston Spa, Saratoga County, New York.
  - b) **Board of Education** or **Board** means the Board of Education of the Ballston Spa Central School District.
  - c) **Ballston Spa Unit** or **Unit** means the Ballston Spa Unit of the Saratoga County Educational Employees Local No. 864, Unit No. 8455 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO.
  - d) **CSEA** means the Civil Service Employees Association.
  - e) **School Year** means the period commencing on the 1st day of July each year and ending on the 30<sup>th</sup> day of the following June.
  - f) **Employee:**
    - 1) Full-Time
      - a) 12-month employees work 30-40 hours per week for a full calendar year of 52 consecutive weeks.
      - b) 11-month employees work 30-40 hours per week during the regular school year and 15-19 days when school is not in session, scheduled at the discretion of the principal.
      - c) 10-month employees work 30-40 hours per week during the regular school year and up to an additional 14 days when school is not in session, at the discretion of and as assigned by the principal. In the event the school year is extended due to snow days or other unscheduled school closings (which 10-month FT employees are not required to report), employees will be required to work those additional days as part of their regular salary not to exceed 186 days (excluding the additional 14 days referenced above).
    - 2) Part-Time
      - a) All employees who do not meet the requirements of any of the four preceding categories, who work at least 3 1/2 hours per day or 17 1/2 hour per week. Part time employees who are paid hourly as salary are subject to the same extended school year provisions as described in 1c above.

- g) **Day of Vacation, Day of Sick Leave and Personal Day** shall mean a regular working day within any calendar week.
- h) **Superintendent** means the Superintendent of Schools or designee.
- i) **Business Official** means the Assistant Superintendent for Business and Support Services or designee.
- j) **Director of Human Resources** means the Director of Human Resources (HR), Assistant Superintendent for Human Resources, or designee.
- k) **Seniority** for purposes of assigning extra work within a title is determined by length of service in the district inclusive of unpaid leaves. Years of service for all other contractual benefits means continuous paid service to the district, exclusive of any unpaid leave or break in service greater than 30 consecutive workdays.
- l) **Immediate Family** shall be defined as follows: husband, wife, children, father, mother, brothers, sisters, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law; daughter-in-law, son-in-law, grandchildren.
- m) **Vacancy** means a position from which a person has retired, resigned, has been terminated, or is on unpaid leave for a period of greater than thirty (30) days, or a newly created position.
- n) **Relief Driver** is a bus driver who only drives trips per the language in Article 24, Section 5(g).
- o) **Substitute Driver** is a bus driver who only drives to cover a regular driver's run(s) due to absence or the regular driver is unable to take the run.

## ***ARTICLE 9***

### ***PROFESSIONAL DEVELOPMENT AND LICENSURE***

1. CSEA employees will have the opportunity to participate in relevant training and professional development sessions offered in and out of district. \$16 shall be added to an employee's base pay for each pre-approved 10 hours of in-service training taken after work hours. Documentation in ten-hour units must be approved by the supervisor and submitted to the Office of Human Resources for payment. Mandated trainings to retain employment are not included.
2. A CSEA member who conducts an approved job related workshop would be compensated an additional \$8/hour if the session were conducted during work hours or \$15/hour if the workshop is held after hours, with no compensation for preparation.
3. \$500 will be awarded to the annual base salary of qualified CSEA members who apply and are approved by the supervisor for licenses/certifications that are earned while employed by the School District, over and above the job requirements. Only one award of \$500 will be made no matter the number of certifications attained. Examples include, but are not limited to, the following and may be added or discontinued through the labor-management process:
  - a) asbestos handler
  - b) ASE master bus technician

- c) 19-A examiner
- d) pesticide applicator
- e) playground inspector
- f) pool operator
- g) locksmith

4. Incumbents consistently performing the duties at signing of this contract will automatically receive the award as long as license/certification remains current. Unfilled opportunities will be posted according to the total number of awards available. Should slots be limited, past performance and work history may be used as determinants.

## ***ARTICLE 10***

### ***EMPLOYEE ASSISTANCE PROGRAM (EAP)***

The School District will fully fund an Employee Assistance Program that will provide confidential intervention, assessment, counseling, referral, and follow up for all CSEA members and dependent family members. Employees may access such support directly without a district screening or referral. However, the district retains the right to make a mandatory referral during any stage of the progressive discipline process.

Referrals for services beyond the EAP will be the employee's responsibility. (Refer to brochure.) An orientation to the program will be offered to all CSEA members annually.

## ***ARTICLE 11***

### ***SALARY***

1. Salary increases during the contract year are as follows:

<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>
2.75%	3.00%	3.00%	3.00%

2. Full time **12 month** employees will receive longevity pay added to their base salary, in accordance with the following schedule:

a)

<b>Upon completion of:</b>	
↓	
10 years of service	\$850
15 years of service	\$950
20 years of service	\$1050

b) Upon completion of 21 years of service and for each year thereafter add \$25 each year (e.g. 21 years in 2016-2017 = \$1050 or 22 years \$1075, etc.)

c) Longevity will be prorated by work year, i.e. ten (10) and eleven (11) month employees and FTE.

3. The senior custodian and groundskeeper supervisor differential shall be \$1500 and shall be added to the base salary on an annual basis.
4. Effective July 1, 2016, the shift differential stipend to be paid to second and third shift custodians, cleaners and maintenance is \$500.
5. Second and third shift employees will receive paychecks on Thursday evenings. These checks are not negotiable until Friday. If this privilege is misused, the employee will be warned and subsequently will be suspended from this privilege.
6. Employees required to travel between schools will be reimbursed at the same mileage rate as established by the Internal Revenue Service.
7. Employees working less than twelve months may annually opt to have paychecks divided into 22 or 25 paychecks. If an employee opts for 22 or 25 paychecks, it must remain in this formula until the close of the school year.
8. All regularly employed clerical personnel will be placed on an annual base salary calculated as the annual number of days worked multiplied by the daily number of hours worked. Any differences in actual days worked will be adjusted in the last regular payroll check in June.
9. Paychecks will be distributed to employees working area during the early morning on Fridays, unless this day is a legal holiday. If a legal holiday, the business office will distribute the paychecks the day before the holiday.
10. The annual base salary earned by an employee shall not be less than the amount paid the employee during the preceding year unless there is a change in the hours or duties of said employee.
11. Hourly rates will be converted to a yearly salary based on the number of hours and days actually worked.
12. School District employees required to possess a CDL license for their job shall be reimbursed the actual cost of their CDL license renewal fee. Reimbursement for these licenses will not be required if the employee's employment is terminated by the School District, or if the employee retires. If the employee voluntarily leaves the employment of the School District, reimbursement for the CDL license to the School District shall be made according to the following schedule:
  - a) 1-year or less since reimbursement: 75%
  - b) 2-years or less since reimbursement: 50%
  - c) 3-years or less since reimbursement: 25%
13. Fingerprinting costs for new hires will be paid for by the District. Should the employee leave employment (voluntarily or involuntarily) during the probationary period, fingerprinting costs will be deducted from the final paycheck.
14. All new hires may be required to attend up to two days of pre-service job-related training prior to beginning in the paid position.

15. All employees holding the position of lifeguard shall have their out of pocket costs for certifications reimbursed to them by the District.

### **CSEA Hiring Rate Salary Schedule 2016-2020**

<b>Department</b>	<b>Position</b>	<b>FY 2016-2017</b>	<b>FY 2017-2018</b>	<b>FY 2018-2019</b>	<b>FY 2019-2020</b>
Clerical	Account Clerk	\$16.97	\$17.48	\$18.00	\$18.54
	Account Clerk Typist	\$18.45	\$19.00	\$19.57	\$20.16
	Administrative Aide	\$22.10	\$22.76	\$23.44	\$24.14
	Budget Analyst	\$23.97	\$24.69	\$25.43	\$26.19
	Clerk	\$16.23	\$16.72	\$17.22	\$17.74
	Courier	\$12.92	\$13.31	\$13.71	\$14.12
	Entrance Monitor	\$13.52	\$13.93	\$14.35	\$14.78
	Receptionist	\$16.23	\$16.72	\$17.22	\$17.74
	Record Management Clerk	\$18.26	\$18.81	\$19.37	\$19.95
	Registrar	\$18.26	\$18.81	\$19.37	\$19.95
	Senior Account Clerk	\$21.40	\$22.04	\$22.70	\$23.38
	Senior Clerk	\$19.16	\$19.73	\$20.32	\$20.93
	Senior Typist	\$18.26	\$18.81	\$19.37	\$19.95
	Typist	\$16.57	\$17.07	\$17.58	\$18.11
Custodial	Cleaner	\$15.99	\$16.47	\$16.96	\$17.47
	Custodian	\$17.43	\$17.95	\$18.49	\$19.04
Educational	School Aide	\$13.51	\$13.92	\$14.34	\$14.77
	Special Education Aide	\$14.79	\$15.23	\$15.69	\$16.16
Grounds	Groundskeeper	\$17.52	\$18.05	\$18.59	\$19.15
	Landscape & Turf Specialist	\$21.57	\$22.22	\$22.89	\$23.58
Medical	LPN	\$20.00	\$20.60	\$21.22	\$21.86
Maintenance	Maintenance Technician	\$20.66	\$21.28	\$21.92	\$22.58
	Maintenance Worker	\$18.71	\$19.27	\$19.85	\$20.45
Pool	Head Lifeguard	\$15.94	\$16.42	\$16.91	\$17.42
	Lifeguard	\$14.03	\$14.45	\$14.88	\$15.33
Technical	Network Technician	\$28.67	\$29.53	\$30.42	\$31.33
	Senior Network Technician	\$32.74	\$33.72	\$34.73	\$35.77
	Technical Assistant I	\$21.17	\$21.81	\$22.46	\$23.13
	Technical Assistant II	\$24.93	\$25.68	\$26.45	\$27.24
Transportation	Bus Dispatcher	\$18.31	\$18.86	\$19.43	\$20.01
	Bus Driver	\$19.86	\$20.46	\$21.07	\$21.70
	Bus Attendant	\$13.92	\$14.34	\$14.77	\$15.21
	Head Mechanic	\$23.61	\$24.32	\$25.05	\$25.80
	Mechanic	\$20.66	\$21.28	\$21.92	\$22.58
	Transportation Routing Specialist	\$19.52	\$20.11	\$20.71	\$21.33
	Transportation Sched/Maint Specialist	\$19.52	\$20.11	\$20.71	\$21.33

## ***ARTICLE 12***

### ***INSURANCE***

#### **A. Health Insurance**

1. Eligible employees must be regularly scheduled for a minimum of twenty-five (25) hours per week and for one hundred and eighty (180) days annually. Employees whose employment status does not conform with this definition and who are currently covered by the district health insurance plan shall continue under this plan until such time as their employment status with the district changes or terminates.
2. Newly hired employees who wish to enroll in health insurance will be enrolled effective the first of the month following their date of hire.
3. Existing District employees who are enrolled in health benefits at the time of entering the CSEA unit will be allowed to maintain continuous coverage.
4. Employees not eligible for paid benefits may opt to participate in District sponsored health/dental insurance at full cost, paid monthly and in advance as long as they remain employed by the district.
5. Dual enrollment of spouses who are both employed by the School District shall be precluded.
6. The District shall select the health insurance carrier(s). Nothing in this Article shall be interpreted to prevent the District from exercising its right to select different health insurance carriers for the plans offered.
7. The District agrees to make available to its eligible employees and unit retirees the following WSWHE Counties Health Insurance Consortium Trust plans as long as such plans are available through the Consortium Trust. The PPO Plan listed below will only be available until June 30, 2018 whereby it will no longer be offered as a health insurance plan choice.
  - a) Consortium Trust PPO Plan
  - b) Consortium Trust Alternate PPO Plan
  - c) Consortium Trust Gold Plan
  - d) Consortium Trust HRA Plan
8. The Consortium Trust Plans listed above shall be equivalent to the consortium plans in effect on July 1, 2016, as administered by Empire Blue Cross.
9. In addition to the above Consortium Trust plans, the District agrees to provide the current CDPHP HMO. In addition, the District agrees to provide the current MVP HMO until June 30, 2018 whereby it will no longer be offered as a health insurance plan choice. The

HMO Plans listed above shall be equivalent to the consortium plans in effect on July 1, 2016.

10. Health Insurance Buyout: If an employee who is otherwise eligible for health insurance benefits elects not to participate in the School District's health insurance plan, then that employee shall receive a lump sum payment. In addition, any CSEA member eligible for family or 2-person health insurance who selects an individual plan shall receive an individual buyout in a lump sum payment in accordance with the following conditions.

- a. Any employee who wishes to elect the options set forth above may do so either (a) at the time of their initial hiring, (b) at the end of any school year effective on July 1st of the following school year, or (c) at any other time during the school year limited to a maximum of once per school year.
- b. Eligible employees must submit the Annual Insurance Open Enrollment Acknowledgement Form to the Office of Human Resources by June 30 on an annual basis in order to receive a health insurance buyout for the following school year.
- c. Once an employee opts not to join or to disenroll from any insurance program, it is the employee's responsibility to re-enroll in the insurance program. There will be no automatic re-enrollment. The effective date for re-enrollment will be the first day of the month following the actual re-enrollment date.
- d. The district will pay a lump sum to an employee opting not to receive health insurance provided by the School District and who has fulfilled the requirements outlined in section 10 (a). That sum shall be as follows:

	2016-2017	2017-2018	2018-2019	2019-2020
Family	\$1,200	\$1,200	\$1,600	\$1,600
Single	\$800	\$800	\$900	\$900

Such payment shall be made to the employee by June 30<sup>th</sup> of the fiscal year for which they disenroll from health insurance benefits. An employee who opts to re-enroll in any insurance plan during a year in which the employee elected to disenroll will receive a pro-rated lump sum payment of the above based on the period of non-participation. For example, an employee re-enrolling halfway through the school year would receive one-half of the lump sum payment.

11. The School District shall offer a cafeteria plan and flex spending plan in accordance with Section 125 of the Internal Revenue Code. Such plan(s) shall provide for flexible spending accounts which enable employees to pay for premium co-pays and health and dependent care costs with pre-tax contributions to the plans.

12. Health insurance contributions for eligible employees are as follows:

	2016-2017	2017-2018	2018-2019	2019-2020
PPO, Alt PPO, Gold, HRA	17%	17%	17%	17%
HMO Plans (CDPHP/MVP)	17%	17%	19%	22%



## B. Dental Insurance

1. Employees shall have the choice of the CSEA Sunrise dental insurance plan. Employees will pay the following percentage of the total premium cost of the dental plan:

2016-2017	2017-2018	2018-2019	2019-2020
3%	5%	5%	5%

2. The Unit agrees that the District will be eligible for the Sunrise Dental Reduced Rate Schedule for the full term of this agreement as long as unit member participation rates do not fall below 50%.
3. Dental Insurance Buyout: Any employee who is eligible for dental benefits may waive those benefits and receive a \$200 buyout from the District.

2016-2017	2017-2018	2018-2019	2019-2020
\$200.00	\$200.00	\$200.00	\$200.00

- a. Eligible employees must submit the Annual Insurance Open Enrollment Acknowledgement Form to the Office of Human Resources by June 30 on an annual basis in order to receive a dental insurance buyout for the following school year.

## C. Disability Insurance

1. Disability insurance will be provided for all eligible CSEA employees at total School District expense. The waiting period for disability coverage will be as required by current carrier, but not more than twenty-one (21) consecutive days. Employees will be required to use sick and personal days (if available) during the waiting period. On the twenty-second (22nd) day (or earlier as determined by disability carrier), employee(s) has/have the choice of utilizing the disability coverage or using more of their accrued sick and personal days. It is the responsibility of the employee to notify the Office of Human Resources in writing of their decision and to obtain the required disability forms to apply.

## ***ARTICLE 13 RETIREMENT***

1. A bargaining unit member must have completed a minimum of ten (10) years of permanent employment with the School District at the time of retirement to be eligible for any of the benefits provided for in this section.
2. All eligible employees may apply for New York State Employees' Retirement, Section 75 (I) with riders 41-J (application of 165 sick days towards service credit to retirement) and 60-b (death benefits). This plan is non-contributory for members in Tiers I and II. It is mandatory for members of New York State Employees' Retirement System to be covered by Social Security.

3. The School District will pay a lump sum for each day of accumulated personal leave held at the date of retirement, to a maximum of fifty (50) days, if such accumulated personal days total at least one hundred (100) days. This lump sum payment will be calculated as 50% of the retiring employees per diem rate at the date of retirement, multiplied by the number of personal leave days accumulated in excess of one hundred (100) days, to a maximum of fifty (50) days for 12-month employees, forty (40) days for 11-month employees, and thirty (30) days for 10-month employees. See chart below for examples:

<b>Lump Sum Payment for Retiring Employees/Accumulated Personal Leave</b>			
(Examples below are in multiples of 10. Odd numbers will be calculated accordingly as above)			
<b>Accum. days over 100*</b>	<b>12 month Lump Sum</b>	<b>11 month Lump Sum</b>	<b>10 month Lump Sum</b>
10 days	5 days pay	5 days pay	5 days pay
20 days	10 days pay	10 days pay	10 days pay
30 days	15 days pay	15 days pay	15 days pay
40 days	20 days pay	20 days pay	N/A
50 days	25 days pay	N/A	N/A

\*100 days is the minimum number of accumulated days; 150 is the maximum.

4. The School District shall pay a supplemental benefit bridge payment to any member of the bargaining unit who retires from the School District, pursuant to the regulations of the NYS Employees' Retirement System, prior to the age at which he/she is eligible for any type (i.e., full or reduced) Social Security retirement benefits. Such bridge payment shall be paid to the bargaining unit member at the effective date of retirement. The bridge payment shall be calculated as 4% of one year's base salary multiplied by the number of years between retirement age and the age at which the retiree first becomes eligible for Social Security retirement benefits, not to exceed seven (7) years. The highest base salary over a three-year period is used to determine the supplemental benefit bridge payment to retirees. For purposes of this section, base salary is defined as following the hourly rate of pay for regular scheduled work, stipends, shift differential, longevity and professional development credit. Employees retiring on December 31 shall have their base salary determined by their compensation for the previous twelve (12) months or the prior two (2) fiscal years, whichever is greater.
5. Members of the bargaining unit who wish to retire on June 30 must provide written notice by February 15 in order to receive benefits provided for in this section. Those wishing to retire on December 31 must provide written notice to Human Resources by August 15 to receive said benefits. Upon agreement by both the District and CSEA, these dates may be waived and benefits maintained.
6. Health Insurance Buyout: If a retiree who is otherwise eligible for health insurance benefits elects not to participate in the School District's health insurance benefit plan, then that retiree shall receive a lump sum payment in accordance with the following conditions:
- Eligible retirees must submit an Annual Insurance Open Enrollment Acknowledgement Form to the Office of Human Resources by June 30 on an

annual basis in order to receive a health insurance buyout for the following school year.

7. Once a retiree opts not to join or to disenroll from any insurance program, it is the retiree's responsibility to re-enroll in the insurance program. There will be no automatic re-enrollment. The effective date for re-enrollment will be the first day of the month following the actual re-enrollment date.
8. The School District will pay a lump sum to a retiree opting not to receive health insurance provided by the School District and who has fulfilled the requirements outlined in Article 13, Section 6a. That sum shall be as shown in the chart below. Such payment shall be made to the retiree by June 30<sup>th</sup> of the fiscal year for which they disenroll from health insurance benefits. A retiree who opts to re-enroll in any insurance plan during a year in which the retiree elected to disenroll will receive a pro-rated lump sum payment of the amount based on the period of non-participation. For example, a retiree re-enrolling halfway through the school year would receive one-half of the lump sum payment.

	2016-2017	2017-2018	2018-2019	2019-2020
Family	\$1,200	\$1,200	\$1,600	\$1,600
Single	\$800	\$800	\$900	\$900

9. For those employees who retire from the School District after July 2, 1992, health insurance benefits will continue after retirement, pursuant to the terms of this provision, for those who have been employed by the School District for a minimum of ten (10) years prior to their retirement.
10. Only dependents consisting of a spouse and dependent children the unit member has at the time of retirement are eligible for dependent coverage under this provision.
11. After 07//01/05, Medicare premiums will not be reimbursed for retirees or their spouse prospectively.
12. Health insurance contributions for eligible retirees are as follows:

	<b>Year of Retirement</b>			
<b>Years of Service</b>	2016-2017	2017-2018	2018-2019	2019-2020
25 or More Years	10%	12%	14%	17%
20-24 Years	17%	17%	17%	20%
15-19 Years	25%	25%	27%	30%
10-14 Years	45%	50%	55%	60%

13. Unit members will be eligible to have their retirement health insurance contribution percentage reduced by 1%, 3%, or 5%, depending on the number of sick days they have accumulated at retirement, based on the following schedule:

<b>% Reduction</b>	<b>12 Month</b>		<b>11 Month</b>		<b>10 Month</b>	
<b>1.0%</b>	200	299	175	264	150	229
<b>3.0%</b>	300	399	265	354	230	309
<b>5.0%</b>	400		355		310	

## ***ARTICLE 14***

### ***VACANCIES and SENIORITY***

1. As vacancies occur within a department and as the School District deems it necessary to fill such vacancy, a notice will be posted for ten (10) business days that the vacancy exists. Employees within the department in which the vacancy exists shall have the first option to bid on such position. If the vacancy is not filled from within the department, employees in other departments shall be given the opportunity to bid on the job. Employees will be notified as soon as the vacancy is filled. In filling vacancies within the School District, the School District will give a preference to incumbent employees of the School District, provided that the qualifications among the applicants are equal (e.g., seniority, training and experience, attendance, etc.). However, the School District retains the right to determine whether the qualifications of the applicants are equal or whether one of the applicants is more qualified to fill the vacancy. It is understood between the parties that the School District's right to determine qualifications is subject to review through the grievance procedure if the School District's actions in such cases are deemed arbitrary and capricious by the Association. (Refer to Article 27).
2. As vacancies are anticipated within a department (e.g., resignations, retirements, promotions) and as the School District deems necessary to fill such vacancies, a notice will be posted for ten (10) business days commencing fifteen (15) business days prior to the date the vacancy is anticipated to occur. If the vacancy occurs, it will then be filled in accordance with procedures set forth in Section 1 above.
3. The School District shall permit lateral transfers of similar titles from one school to another when such vacancy occurs on a shift or a seniority basis. The School District shall make lateral transfers at such times as is deemed in the best interest of the School District. Transfers shall not be considered punitive measures.
4. The Director of Human Resources will distribute to all managers, principals, and supervisors, adequate copies of all non-certified job postings and notices of testing to be posted in each of their respective work areas in all buildings.
5. The Office of Human Resources shall advise, in writing, to the Unit President, changes, openings, transfers, appointments or leaves of absence as soon as they occur in their respective work areas regarding non-certified personnel.
6. Employee seniority shall commence on the date of hiring by the employer as determined from the minutes of the Board of Education and shall continue until such employment is terminated. Should a per diem substitute be hired contiguously to fill a vacancy, his/her seniority will be determined based on when s/he began to sub in that same position. According to Civil Service law (Section 80), a break in service of more than one year results in a loss of any seniority standing.

7. Employees will be appointed at the next scheduled business meeting of the Board of Education. If the employee has been working in the position prior to the Board appointment, the Board agenda will stipulate the appointment is retroactive back to the first day that work began. If more than one employee is being hired into the same job title, e.g. bus driver, the name that appears first on the Board agenda will carry seniority over the subsequent names.

## **ARTICLE 15**

### **WORK WEEK**

1. A work week as provided for in this Article may include approval legal or contractual holidays, approved vacation leave, approved sick leave or approved personal leave. However, if an employee is deemed by the School District to have abused or misused his/her paid leave, the employee may be counseled concerning same and in such cases be denied the right to use paid personal, sick or vacation leave in calculating the employee's normal work week for the purposes of determining whether the employee is entitled to any overtime payment for work performed during the week that such leave is taken.
2. In the event that an employee is called in before or after his/her regular work hours, said employee will be guaranteed a minimum of two (2) hours time for compensation purposes. It shall be understood that this call in or call back procedure applies to the situation where the employee is called in or called back on an unexpected/emergency basis. The situation does not apply to the case where an employee knows that he/she will be working past his/her normal shift time and, for the employee's personal convenience, the employee leaves the building only to return later at the scheduled time for the additional work. Moreover, this provision shall not apply to cases where an employee is simply required to work immediately before or after his/her shift when the duration of such work does not last two (2) hours. For example, if a bus driver is asked to drive a run from 12:30pm until 2pm and does so, and is able to drive his/her regular 2pm bus run, he/she will not be entitled to this call in/call back pay. However, if the driver is called back to his/her job after his/her normal run to drive an emergency run, which only lasts forty-five (45) minutes, the driver shall be entitled to the call in/call back two hours pay. Recalls within the paid two-hour period shall not compound compensation.
3. Work Week (Traditional): A full-time employee's traditional work week shall be Monday through Friday for all employees appointed before July 1, 2004, except upon written request of the employee to deviate from that schedule.
4. Work Week (Modified): Positions created after July 1, 2004 and up to two (2) previously encumbered positions per job title vacated after this date will be assigned a five (5) consecutive day schedule that may include weekends as long as the modified positions are posted in advance as such. Additional unencumbered positions may be modified as well through the labor management process. (Note: student-driven positions do not lend themselves to a modified work week and, therefore, generally do not qualify for this scheduling option.)
5. Work Week (Compressed): A compressed four (4) day work week may be instituted for certain positions during certain times of the year. The compressed schedule increases the number of hours worked each day so that the regularly scheduled hours per week is still worked over a four (4) day period as compared to a five (5) day period. Certain positions

may be exempt from compressed work week schedule if the services must be provided on a five (5) day week basis. The School District shall provide reasonable advanced notice to CSEA of plans to institute a compressed work week for a particular group. The notice shall identify impacted employees, and the Labor Management Committee shall meet to address implementation.

6. Overtime

- a) The normal work week for all pre-July 1, 2004 employees shall be up to eight (8) hours per day and all hours worked in excess of an eight (8) hour day shall be compensated at one and one-half (1.5) times the regular hourly rate. Time and a half will be paid on Saturdays and double time on Sundays. Each employee shall be notified 24 hours in advance, except in an emergency, in the event s/he is requested to work overtime.
- b) The traditional work week for those appointed after July 1, 2004 shall be up to 40 hours over five consecutive days. Time up to 40 hours per week is compensated as straight time; time worked over 40 hours is compensated as time and a half. Those who work less than 40 hours per work week are not awarded overtime until their total hours reach 40 within a seven (7) day period. If overtime hours are reached on Saturday, time and a half is paid; if on Sunday, double time is paid. Recalls within the paid two-hour period shall not compound compensation.
- c) Overtime would be earned and awarded for hours worked in excess of forty (40) hours in a seven-day period for those staff working a compressed work week.
- d) Any meetings called by the school officials, other than during normal working hours, will be compensated at a minimum of one-half (1/2) hour pay.
- e) Time taken during a compressed work week would neither benefit nor penalize the employee. It would equate to the number of hours actually taken, based on the percentage of hours typically worked in the day. For example, if a ten (10) hour workday schedule were being worked, a vacation, sick or personal day would be charged as 1.25 days taken, which is equal to ten (10) hours.
- f) Employees who are absent without approval for a portion of the regularly scheduled work week (i.e., docked days) immediately prior to their being called for work on a Saturday, Sunday or holiday, will receive the overtime rate only after they have completed a regularly scheduled work week in Article 15.
- g) Overtime is awarded from a rotating list based on seniority. Overtime must be approved in advance, and all overtime work must be performed at the work site. (See Flexible Scheduling and Compensatory Time for related scheduling options.)
- h) The District agrees to utilize qualified part-time bargaining unit employees for Sunday work at straight-time pay. In the event coverage cannot be voluntarily obtained, the School District reserves the right to secure Sunday coverage through the creation of permanent part-time positions to straight-time pay.

## 7. Flexible Scheduling

- a) Flexible scheduling (Flex) within a work week is available on a temporary basis (with supervisor approval) for certain positions so that time worked within one week still averages out to the daily number of hours assigned, although traditional hours may vary by day (assuming no overtime is worked). For example, Judy, a typist normally works 8am to 4pm and is paid for 7.5 hours per day. This week she would like to leave early Friday afternoon, so, with supervisor permission, she works 8am to 6pm on Monday and works 8am to 2pm on Friday, enabling her to meet personal obligations and put in a full week without charging any time.
- b) Flexible scheduling is temporary and not an entitlement (see Modified Work Week for permanent arrangements). It may be denied at the supervisor's discretion in any given week for any given position if such scheduling compromises the duties/responsibilities of the position. The request to use flexible scheduling in lieu of personal or vacation time must be made in writing to the direct supervisor three days in advance, with exceptions for emergencies.
- c) Management has the right to request a flexible schedule on a temporary basis but cannot mandate a deviation from originally designated work hours. Actual hours worked must be reflected on the time sheet. (Note: student driven positions do not lend themselves to a flexible work week and, therefore, do not generally qualify for this scheduling option.)
- d) If an employee's arrival to work is delayed, the supervisor should be notified immediately of his/her intent to make up the time within the same week or a Leave Request Form should be completed.

## 8. Compensatory Time

- a) Employees may opt to take time off in lieu of receiving overtime compensation. Similar to overtime, compensatory (comp) time is awarded in one and one-half (1.5) increments for each hour of overtime worked, per the above definition. Comp time must be retrieved within the school year it was earned; time remaining at school year's end will be forfeited. An employee can have no more than ten (10) days earned at any time; therefore, management reserves the right to require the retrieval of compensatory time as year-end approaches. Once an employee chooses comp time in lieu of overtime, it cannot be converted to a cash overtime payment.
- b) Comp time is a voluntary option for employees who work overtime and cannot be mandated by management. It is selected per each event with supervisor approval. Those in student-driven positions are not eligible for compensatory time and must be paid for overtime instead. Choosing overtime instead of comp time cannot be used as a reason to award additional hours to some employees and not others. The request to retrieve comp time must be made by submitting a Leave Request Form to the direct supervisor three days in advance, with exceptions for emergencies.

## 9. Meals/Breaks

- a) All employees who are regularly scheduled to work more than four consecutive hours per day shall be entitled to a ½ hour unpaid lunch break. Such meal breaks will extend the workday and must be scheduled with the employee's immediate supervisor so that coverage is maintained.
  - b) Should an employee's meal break be delayed such that it does not occur by the beginning of the fourth consecutive hour of work, s/he will be entitled to a 10 minute duty-free break. For example, a 6-hour employee who works from 8:00 am to 2:30 pm will have a scheduled lunch, which begins no later than 12:00. Should such employee's lunch be delayed until 1:00, s/he may take a 10-minute break.
  - c) No other formal breaks are available to employees during the normal workday. It is understood that employees may leave their workstation for short periods for personal reasons. However, any employee seeking to be duty-free for more than 5 minutes must get approval from his/her supervisor and must add the time onto the end of the same workday.
10. Emergency Responders: Members who are active volunteer firefighters may leave work to answer a call for an active structure fire as long as they are not working with students or leaving a building uncovered. The member must provide documentation of their attendance at the call from their Fire Chief. Members must use their personal leave, but it is understood that preapproval is not possible in emergency situations and this documented absence shall not be counted as unscheduled when determining excessive absenteeism in Article 20.

## ***ARTICLE 16*** ***SICK LEAVE***

### 1. Full-Time employees working on a:

- a) 12-month basis will receive 15 days sick time annually, earned at 1 1/4 days per month; 12-month employees will have available six (6) of the fifteen (15) days for serious illness in the employee's immediate family. The employee will notify the principal/supervisor when s/he uses sick days for this purpose;
- b) 11-month basis will receive 14 days sick time annually, earned at 1.27 days per month; 11-month employees will have available five and one-half (5.5) of the fourteen (14) days for serious illness in the employee's immediate family. The employee will notify the principal/supervisor when s/he uses sick days for this purpose;
- c) 10-month basis will receive 10 days sick time annually, earned at 1 day per month; 10-month employees will have available five (5) of the ten (10) days for serious illness in the employee's immediate family. The employee will notify the principal/supervisor when s/he uses sick days for this purpose.
- d) For the purposes of this provision, immediate family shall be defined as follows: husband, wife, children, father, mother, brothers, sisters, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchildren.



- e) Days or portions of earned days will be credited to employees on first day of the month.
- 2. All other employees regularly scheduled for a minimum of:
  - a) 5 hours pay per day, and;
  - b) 180 days per year will receive one (1) day per month worked with unlimited accumulation.
- 3. Employees regularly scheduled for:
  - a) minimum of 17 1/2 hours per week, and;
  - b) 180 days per year, and;
  - c) with a minimum of one (1) year of service will accrue one (1) day (or the number of hours they work in a day) per month with unlimited accumulation.
- 4. Employees whose employment status does not conform to any of the above definitions, and who have been previously eligible for sick leave, shall continue to be eligible until such time as their employment status with the School District changes or terminates.
- 5. Sick leave shall not be deducted for injury on the job if covered by Workers' Compensation.
- 6. Sick leave taken before or after a holiday/vacation period may require the submission of a doctor's excuse.
- 7. Sick leave may be taken for dentist or doctor appointments.
- 8. Employees are eligible to take leave in increments of 1/4, 1/2 or full day.
- 9. Sick Leave Bank – The purpose of the sick leave bank is to provide additional paid sick leave for those members who have joined the sick leave bank and have prolonged, catastrophic, or long-term illness or injury and who have exhausted their sick leave. The sick leave bank was not developed to create a reserve pool of days for an individual who has indiscriminately exhausted his/her personal allotted sick leave days. It is also not intended to provide leave to an individual who elects a medical treatment of a non-emergency nature (i.e. elective surgery).
  - a) The sick leave bank will be used only when the employee is prevented from working because of the employee's illness/disability and when their illness or disability is of prolonged nature, that is, ten (10) consecutive working days or more.
  - b) To be eligible for sick leave bank days, the applicant must have accumulated at the beginning of the prolonged illness twenty five percent (25%) of the maximum accumulated sick leave available to the employee since his/her employment or twenty five percent (25%) of the maximum accumulated sick leave available since his/her last prolonged illness.
  - c) A doctor's certificate shall be required for benefits under the sick leave bank.

- d) The sick leave bank will cover prolonged illness or injury, but only after the applicants accumulated sick and vacation days are exhausted. For example: A member who is absent thirty (30) days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using sick leave bank days from the 13<sup>th</sup> through 30<sup>th</sup> sick day.
- e) The maximum annual benefit from the sick leave bank will be limited to twenty one (21) days per employee.
- f) Employees shall have the right to join the sick leave bank annually by submitting a form provided by the District prior to December 31 of the school year for the following calendar year. New employees must have been employed by the Ballston Spa School District for one (1) year prior to eligibility.
- g) Members shall donate two (2) sick days from their accumulated sick days in the first year membership and one (1) day annually for as long as they participate in the bank. Once days are donated to the sick leave bank they may not be returned to the employee. If any sick days remain in the sick leave bank at the years end, they will roll over into the following years balance.
- h) The sick leave bank shall be available to members for the calendar year from January 1<sup>st</sup> to December 31<sup>st</sup>. If the sick leave bank is exhausted, (i.e. all of the sick days contributed to the bank have been used), the bank shall not be available for the remainder of the calendar year until it is replenished by its members donations in the following December.
- i) The sick leave bank will be administered by a committee of four: two (2) representatives of the District chosen by the Superintendent and two (2) representative of CSEA chosen by the Unit President. All requests for use of days shall be directed to this sick bank committee in writing, on a district-approved form. The decisions of this committee shall be final and not subject to any type of grievance and/or arbitration procedures. In the event the committee has a tie vote, the Superintendent will make the final decision.
- j) In the event an injury is deemed worked-related by Workers' Compensation and the employees sick days are restored, the sick days used from the sick leave bank must be re-paid prior to the employee's sick leave accruals.
- k) Only those employees who voluntarily contribute to this bank shall be eligible for its benefits.
- l) Sick days donated to the sick leave bank shall not be counted against the employee as attendance abuse as defined in Article 20 Attendance Policy.

**ARTICLE 17**  
**PERSONAL LEAVE**

1. Full-Time employees working on a:
  - a) 12-month basis will receive 10 days personal time annually, with a maximum of 150 days, for retirement purposes only;
  - b) 11-month basis will receive 8 days personal time annually, with a maximum accumulation of 140 days, for retirement purposes only;
  - c) 10-month basis will receive 4 days personal time annually as well as district-declared snow days (including delays/early release), with a maximum accumulation of 130 days, for retirement purposes only.
2. Employees are eligible to take leave in increments of 1/4, 1/2 or full day.
3. All other employees regularly scheduled for a minimum of:
  - a) 5 hours per day, and;
  - b) 180 days per year, will receive four (4) days personal time annually as well as district – declared snow days(delays/early release), with a maximum accumulation of 180 days, for retirement purposes only.
4. Employees regularly scheduled for:
  - a) minimum of 17 1/2 hours per week, and;
  - b) 180 days per year, and;
  - c) with a minimum of one (1) year of service, will accrue four (4) days annually, after one year of service.
  - d) district declared snow days (delays/early release), are immediate, upon employment
5. Employees whose employment status does not conform to any of the above definitions, and who have been previously eligible for personal leave, shall continue to be eligible until such time as their employment status with the School District changes or terminates.
6. Temporary Leave of Absence: It is expressly agreed between the parties that this section is not subject to the Triborough Doctrine or to Section 209-a of the New York Civil Service Law, which means that benefits and requirements under this section will not be extended if a new agreement is not reached prior to the expiration of this contract. Continuation of the language under this section for any subsequent agreement must be agreed upon by both parties.
7. Personal leave shall not exceed the limits set forth in Article 17, Sections 1 through 4. Such leave shall be accumulated for retirement incentive purposes only and may be taken without loss of salary. Personal days may be taken for the purposes of bereavement. (The granting of

these personal leave days by the School District shall not be a defense to a charge of excessive absenteeism brought by the School District against a member of the Bargaining Unit.)

- a) Business and/or legal affairs, which can be conducted ONLY during the hours of the school day.
  - b) Attendance at wedding ceremony of employee or member of employee's immediate family plus reasonable travel time to and from such ceremony.
  - c) Exigencies attendant to childbirth of a child of employee or employee's spouse.
  - d) Obligations connected with military affairs, such as induction, examinations and citations.
  - e) Graduation of the employee or employee's family plus reasonable travel time to and from such ceremony.
  - f) Responsibilities attendant to service as an officer in education or public service organizations.
  - g) Major unpredictable emergencies such as transportation breakdown or weather conditions making travel physically impossible.
  - h) Religious holidays.
  - i) Members of the negotiating team attending a negotiation session extending considerably beyond the session referred to in Article 7.
  - j) Dentist and doctor appointments: employees shall be entitled to use personal leave for the purpose of attending dentist or doctor appointments.
  - k) Documented service as an emergency responder.
8. School Delays/Early Dismissals/Closings
- a) Employees who work 12 months - In the cases of school closings, school delays and early dismissals, all employees are expected to report to work unless they opt to use a personal day for the time missed (1/4, 1/2 or full day).
9. It is incumbent upon the employee to file the proper leave request forms giving the reason for the personal leave request (use Appendix Form #2 – available from any office). The request shall be filed at least three (3) days in advance of the use of leave as circumstance permits.
10. The Superintendent may approve additional days where deemed necessary and advisable.
11. Employees entitled to paid personal leave shall accrue such personal leave on a pro-rated, semi-annual basis. The first semi-annual credit of leave will occur on the first day of the employee's work year. The final semi-annual credit of leave will occur on January 1 of that work year. Ten (10) month employees entitled to paid personal leave shall receive their personal leave on the first day of the employee's work year.

12. No personal leave may be taken before or after a vacation or holiday except in emergency situations or with prior supervisory approval.
13. In the event that an employee's supervisor determines that a pattern of absenteeism exists with a particular employee, the School District reserves the right to discuss any applications for personal leave with the individual affected and initiate disciplinary action when appropriate (refer to Article 20, Section 1).

## ***ARTICLE 18***

### ***OTHER TEMPORARY LEAVE***

1. Bereavement - leave because of death in the family: a maximum of four (4) days of bereavement time will be allowed in the event of death in the immediate family for up to two occurrences per year. For the purposes of this provision, immediate family shall be defined as follows: husband, wife, children, father, mother, brothers, sisters, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law; daughter-in-law, son-in-law, grandchildren.

Employees are expected to only use as much of the bereavement leave as is needed in the given situation. For example, if the immediate family member who died was living out of the area and the employee does not plan on attending the service, the employee would be expected not to take any leave.

2. Jury Duty and Court Witness: Employees who are required to serve on jury duty or as a witness pursuant to a subpoena will receive full salary during the period of such service less an amount equal to the compensation paid to them for such jury duty or as such witness, but the employee shall report for his/her assigned work when he/she is not required in the courthouse.

## ***ARTICLE 19***

### ***EXTENDED LEAVE OF ABSENCE***

1. The School District agrees that leaves of absence without pay or benefit may be granted at the discretion of the Superintendent for the following reasons:
  - a) For an employee whose personal illness extends beyond the period of accumulated sick leave, for such time as is necessary for complete recovery from such illness.
  - b) All benefits to which a permanent appointed employee was entitled at the time the leave commenced including unused accumulated sick leave will be restored to the employee upon return. The employee will be assigned to a similar position in the same area which (s)he held at the time said leave commenced, if possible. An employee who returns from such leave will be placed on at least the same level of the salary schedule (s)he was on when the leave commenced.
  - c) All requests for leaves, extensions or renewals of leaves must be applied for and granted in writing.
  - d) Other extended leaves of absence may be granted at the discretion of the Superintendent.

2. Maternity leave shall be amended to comply with New York State Human Rights Law:

- a) An employee who desires maternity leave shall make a written request to the Superintendent for such leave at least five (5) months prior to the expected date of birth, except in the case of a medically certified disability problem which arises subsequent to the five-month period preventing the employee from providing the required five (5) month notice.
- b) Employees who become pregnant may receive, upon request, a leave of absence without pay for a period of not more than one (1) year from the day commencing the maternity leave. Such leave may be extended by the Superintendent.
- c) Prior accumulations of sick leave shall be reserved for the employee upon return to the school district.
- d) Advancement on any salary schedule shall not be based on time accrued during maternity leave.
- e) All employees on maternity leave in the School District shall be privileged to continue under the contributory health plan for the first year of maternity leave. No other supplements to salary or benefits of any kind other than those contained in the subsections above shall accrue or be paid during the period of maternity leave.
- f) For the non-permanent employee, maternity leave shall be considered an interruption of the probationary period and not in lieu of the requirements for serving a probationary period.
- g) An employee on maternity leave shall not accept any full-time position. To do so shall negate all rights and privileges extended by the policies of the School District and/or set forth in this Agreement.
- h) An employee who is granted maternity leave pursuant to Section 2 (a) above shall be entitled to use accumulated sick leave if desired and available.

3. Leaves of absence related to Maternity Leave and the birth or adoption of a child shall consist of two parts.

- a) Pregnancy Related Disability for a bargaining unit member who is pregnant or has recently given birth, which shall be treated as a disability leave, and is paid leave to the extent sick leave is available to her pursuant to the provisions of Article 16 of this agreement. This leave is available for any period of pregnancy related disability.
- b) Child Rearing leave for bargaining unit members, is an unpaid leave for the purpose of caring for a newborn baby at home. Available vacation leave may be substituted for unpaid leave upon the employee's written request.
- c) An employee who desires Child Rearing Leave shall make a written request for such leave at least five (5) months prior to the expected date of birth, except in the case of a medically certified disability problem which arises subsequent to the five-month period preventing the employee from providing the five (5) month notice.

- d) Leave for both Pregnancy Related Disability and Child Rearing Leave shall be available for a maximum of one year. Such leave may be extended by the Superintendent.
- e) During any period of maternity leave and child rearing leave, insurance benefits shall continue in accordance with the requirements of the Family and Medical Leave Act ("FMLA"). Unused prior accumulations of sick, personal and vacation leave will be restored upon return in accordance with contract provisions for accumulating each leave category.
- f) For the non-permanent employee, maternity leave shall be an interruption of the probationary period and not in lieu of the requirements for serving a probationary period. Advancement on any salary schedule shall not be based on time accrued during *unpaid* maternity leave.
- g) An employee on maternity leave shall not accept any full-time position. To do so shall negate all rights and privileges extended by the policies of the School District and/or set forth in this Agreement.

## ***ARTICLE 20***

### ***ATTENDANCE***

- 1. Excessive absenteeism shall result in redirection, counseling, reimbursement for district-incurred expenses, and/or discipline pursuant to the terms of the Progressive Discipline Policy. Excessive absenteeism shall be defined as:
  - a) Unscheduled absence event (sick or personal call-ins) occurring at a rate of 4 times in a 3-month period for 12-month employees.
  - b) Unscheduled absence event (sick or personal call-ins) occurring at a rate of 3 times in a 3-month period for 10/11-month employees.
  - c) Unscheduled absences that establish a pattern.
  - d) Any unscheduled absence that the employee does not have benefit time to cover.
- 2. Unscheduled absenteeism due to the use of personal time during a "school closing" event or time allowed for emergency responder calls in Article 15 (10) shall not be used in the calculation when determining excessive absenteeism.

## ***ARTICLE 21***

### ***HOLIDAYS***

- 1. Paid holidays shall be granted as hereafter indicated to employees whose regular term of annual employment meets the definition of a full-time employee (Article 8, Section f).
- 2. Employees will be eligible for holidays according to the following schedule:
  - a) Full-time employees working on a 12-month basis will receive 12 1/2 paid holidays annually.

3. Holidays shall consist of New Years' Day; Martin Luther King, Jr. Day; Washington's or Lincoln's Birthday (President's Day); Good Friday; Memorial Day; Independence Day (July 4); Labor Day; Veterans' Day; Columbus Day; Thanksgiving Day and the Friday succeeding Thanksgiving Day; 1/2 day on the day preceding Christmas; and Christmas Day.
4. In a year when Christmas is on a Tuesday, CSEA members will have an extra half-day vacation day on Christmas Eve (Monday).

The actual day of the month will be in accordance with the guidelines used by the State of New York. Vacation days may be granted in lieu of these specific holidays, except when prohibited by law. If the observed holiday cannot be taken due to classes being in session, then another day will be mutually agreed upon to be taken in lieu of that holiday. Eligible employees shall be excused after four (4) hours of work on the day preceding Christmas. If classes are conducted on that day, the one-half (1/2) day will be granted on the following Friday.

5. For work performed on holidays as set forth in this Article, all employees shall be paid at one and one-half (1.5) times their hourly rate, in addition to the holiday pay provided for in this Article, provided such employees work all of the other regularly scheduled work days of the week in which the holiday falls.

## ***ARTICLE 22***

### ***VACATION***

1. Paid vacations shall be granted as hereafter indicated to employees whose regular term of annual employment meets the definition of a full-time employee (Article 8, Section f).
2. The following employees will be eligible for annual vacation leave:
  - a) Full-time 12-month employees: full annual leave allowance.
  - b) Part time 12 month staff may take up to 10 days unpaid leave annually, with advance approval from supervisor.
3. Employees hired prior to September 24, 2008 earn vacation (one (1) day per month) but cannot take accrued vacation until on or after July 1<sup>st</sup> of the following school year. The annual leave allowance for eligible employees with 1 to 4 years of service shall be 12 working days. Upon completion of the fourth (4<sup>th</sup>) year of service, employee shall be entitled to one (1) additional day for each year of service until the total accrued annual vacation days shall become twenty-two (22) working days.
4. For full time employees hired after September 24, 2008, eligible employees earn vacation prorated on a monthly basis but cannot take accrued vacation until on or after July 1st of the following school year. The annual leave allowance for eligible employees with 1 to 4 years of service shall be 10 working days. Upon completion of the fourth (4<sup>th</sup>) year of service, employee shall be entitled to one (1) additional day for each year of service until the total accrued annual vacation days becomes twenty (20) working days.
5. Vacation schedules shall be approved by the immediate supervisor. The School District shall have the right to deny the vacation requests based on the needs of the School District.



Moreover, in approving vacation requests submitted at the same time, the School District agrees to use seniority in making approvals. Time of the year will not be a determining factor, but the schedule will be arranged to avoid conflict with the school program.

6. It is understood that employees not conforming to a full-time status and accruing vacation time will be paid for said vacation time and may take vacation time during those days that school is in session only with the prior approval of their supervisor.
7. Upon termination of employment, the employee shall be paid all vacation earned and not used during the year of the termination of the employment as well as any accrued time from the previous years.
8. Unused vacation time may be accumulated to a maximum of ten (10) days and carried over into the next school year.
9. Employees will be notified at least forty-eight (48) hours in advance if vacation requests are not granted.

### ***ARTICLE 23***

#### ***CUSTODIAL and MAINTENANCE SPECIAL CONDITIONS***

1. Any custodial, grounds or maintenance personnel directed to check buildings on weekends or holidays will receive a minimum of two (2) hours pay per building check at their regular rate of custodial or maintenance pay. Articles 21 applies to call-ins during school holidays.
2. All custodial, grounds, or maintenance employees who are subject to a lay-off may bump cleaners with less seniority. In such situations, the employee shall be paid at the cleaner's rate of pay according to the bumping employee's current rate of pay.
3. An employee whose job is reclassified involuntarily shall have the right to bump back to his/her former position in the event that the new employee's position is being abolished. This is true so long as the affected employee has more seniority than the least senior employee in that employee's formerly held position.
4. All custodial, grounds and maintenance personnel will be provided five (5) complete sets of uniforms which shall be replaced as needed. Grounds and maintenance personnel will also be provided one pair of safety shoes every work year (if necessary). The School District will pay up to \$125 per year for steel-toed safety shoes. The custodial, grounds and maintenance employees will be required to wear the uniforms and safety shoes (grounds and maintenance only) when performing their duties for the School District. Grounds and maintenance personnel that are provided safety work shoes are to use them exclusively while working for the School District.
5. Foul weather clothing will be supplied for custodians, grounds and maintenance personnel required to work in inclement weather.
6. Where there are no volunteers, custodial, grounds and maintenance personnel will perform security duty on a rotating basis in inverse order of seniority. The School District reserves the right to contract with personnel outside of the Bargaining Unit to perform these duties when the situation warrants.

7. When custodial or maintenance personnel are required to drive, they will not be expected to complete their normal work load during the remaining hours of their shift.
8. No custodial, grounds or maintenance personnel shall be regularly assigned to work alone during second or third shifts except in an emergency, not to exceed two (2) consecutive days.
9. A district-wide list for custodial and maintenance overtime will be posted in each building. Moreover, a separate district-wide rotating list for each job title shall be posted in each building.
10. When time is of the essence, the extra work seniority list shall not apply. "Time of the essence" shall mean any situation that does not allow sufficient time, as determined by management, to utilize an extra work or seniority list to secure an individual for work. In the case of isolated situations where time is of the essence, the School District shall have the right to designate an individual to perform that work without utilizing the extra work lists(s). It should be understood that each instance of "time of the essence" would depend upon the situation at hand at that time. The School District will establish a list to track all occurrences of "time of the essence"
11. All second shift or Saturday staff shall be permitted one hour per meeting to attend two CSEA meetings during the school year. They must advise their supervisor in advance and report immediately back to the work site at meeting's end. All work must still be completed within the shift.

## **ARTICLE 24**

### **TRANSPORTATION DEPARTMENT SPECIAL CONDITIONS**

1. Definition: The term bus driver in this section will be understood to also include attendants when attendants are required for the work in question.
2. Runs/Time
  - a) The current number of hours allocated for all current bus runs will be retained until such runs are vacated. When runs are vacated, they will be posted per actual time. However, if a major district-wide initiative dictates a significant change in runs, the School District reserves the right to post runs per the actual hours with two (2) weeks notice to CSEA.
  - b) If a driver has more than a 15-minute break between secondary and elementary runs on any given day, any 15-minutes or less additional time spent on duty after a run will not be paid. For example, a driver's run ends at 9:30 a.m. and the driver arrives back at the transportation department at 9:37 a.m. This driver has more than 15-minutes downtime between the high school and elementary runs so will be paid until 9:30 a.m. Other delays, such as weather conditions and emergencies, may permit extra time, but this must be approved by a supervisor.
3. Seniority

The term seniority shall apply to all *extra work and* trips worked by drivers covered by this agreement. The school district will provide/maintain a seniority list for all drivers covered by this contract. Said list will include the name of each driver as well as their date of

appointment. This list shall be kept current and updated within *two business days* of any personnel changes affecting an eligible employee's seniority.

#### 4. Posting/Bidding Process

- a) Open runs will be posted for five school days during which time any driver may sign on. The posted run will be awarded to the senior driver who has signed the posting. A driver on approved leave can sign on as long as s/he has the ability to drive the run on the first day it comes open.
- b) When the guaranteed number of hours in a regular run (vacant or encumbered) increases or decreases by 30 minutes or more, it will be reposted (exclusive of temporary and special ed runs).
- c) Drivers will not be allowed to bid on any runs that would result in a workday longer than 8 hours in any given day. When extra hours are incurred, overtime will be applied per CSEA contract Article 15A.
- d) Lateral transfers will occur when a route is extended, putting a driver over 8 hours/day or an issue arises. The transfer will occur by seniority when feasible within the run group (regular ed or special ed). Should a driver be on approved leave, a run will be held by the district within the transfer group so that no hours will be lost.
- e) Drivers cannot bid on an open posted run that is located in the immediate area of their place of residence with the exception of temporary and special education runs as long as the driver's own child is not on that run.

#### 5. Trips

- a) For trips to be assigned, a driver must indicate "yes" or "no" on the morning sign-in sheet. If the driver leaves the sign-in sheet blank, it is considered an automatic "no" response.
- b) Drivers will be paid for trips from the pre-determined time assigned by the transportation supervisor(s) for that trip, until the trip returns back to the transportation facility parking area. It is the intent of this section to specifically address trips that leave the district after regular afternoon routes begin, but at or before 2:45pm.
- c) The School District will pay a driver who performs a trip for the following:
  - 1) One quarter hour pre-trip (if necessary)
  - 2) One quarter hour to clean bus after the trip (if necessary or unable to be performed during the downtime of the trip);
- d) All drivers required to drive on a legal holiday will be paid two (2) times their normal rate of pay.
- e) There will be no payment for gaps in time (as outlined in this contract) for trips that begin after a driver afternoon route ends. (Note: this time will not be paid in addition to Section 2(b) of this Article.)
- f) A Rotational seniority list shall be developed to determine the assignment of drivers to trips from the most senior driver to the least senior. This list shall not apply to isolated

emergency situations where time is of the essence. This list shall be posted for three (3) days, commencing with the first day of work at the beginning of the school year. During the three day posting, drivers may sign their name to the list should they wish to be considered for trips or extra work.

- g) The School District shall have the right to post driving positions that are less than five (5) hours to a maximum of four (4) positions and shall utilize relief drivers only for trips that would interfere with the secondary (HS/MS) and elementary runs. If there are not enough relief drivers to cover trips on a given day, a rotating seniority list will be utilized to identify additional trip drivers. On days when HS/MS late bus drivers are available, the District may utilize them to cover elementary runs to allow drivers the opportunity to be assigned trips departing after 3pm. The District agrees to use relief drivers in this capacity only as a last option for morning trips after looking to utilize regular drivers first.
- h) Although the district recognizes CSEA's exclusivity to bargaining unit work, other district employees may transport students if a bus driver is not free from other runs or otherwise not available at the appointed time.
- i) Although the district recognizes CSEA's exclusivity to bargaining unit work, when the district is unable to utilize bus drivers based on operational needs (e.g. availability of district vehicle and/or distance and time), the district may collaborate with other districts or utilize private contractors to transport special education students. It is not the district's intent to reduce the number of drivers as a result.
- j) Once a trip list is posted, it is each driver's responsibility to check the validity of assignments and immediately advise management of any errors. Management will make every effort to correct errors on the same day as the posting.
- k) Management will fill openings for trips based on the order in which they (the trips) are scheduled for the day by rotating seniority of those who have indicated "yes" on the morning sign-in sheet per Section 5(a) of this Article.
- l) A driver who declines three (3) assignments will have their name removed from the list. Jury duty, bereavement leave, scheduled personal leave or employee illness will not be considered a declination of a trip assignment. If a pattern of absence becomes apparent on the day when a driver has been previously assigned, and the driver has been counseled, the driver may be removed from the trip list by management.
- m) The School District can, under certain circumstances, combine trips that are going to the same geographic area for the purpose of avoiding scheduling conflicts or to help reduce costs. The School District will not overload buses for this purpose or pose a safety risk to driver and/or students in doing this.
- n) When more than one bus is needed for an assignment and a bus is cancelled, the last driver posted shall be the first driver cancelled.
- o) Split trips will be scheduled as such if the Transportation Coordinator, in consultation with the Athletic Director or school administrator, determines it is possible. If a split trip is approved, the driver, who takes the team to the location, must be notified by the coach of the return time.

## 6. Extra Work

- a) Work that is scheduled by management for a specific period of time in addition to regular runs is considered extra work.
- b) Eligibility and assignment rules that apply to trips also apply to extra work including a separate rotational seniority list.
- c) When time is of the essence (see below), the extra work seniority list shall not apply.
- d) Elementary late runs are considered extra work and are re-bid on an annual basis.
- e) For extra work to be assigned, a driver must indicate "yes" or "no" on the morning sign-in sheet. If the driver leaves the sign-in sheet blank, it is considered an automatic "no" response.
- f) Drivers who are awarded extra work through the bidding process must relinquish his/her right to bid on other extra work or trips that would conflict with the scheduled extra work for the time for which that is scheduled.

## 7. Time of the Essence

- a) "Time of the essence" shall mean any situation that does not allow sufficient time, as determined by management, to utilize an extra work or seniority list to get an individual for work. In the case of isolated situations where time is of the essence to perform transportation work, the School District shall have the right to designate an individual to perform that work without utilizing the extra work lists(s). However, the School District will utilize the most senior driver available at the time to fulfill the needs of the situation. For example, an oversight is made in the number of buses required for a trip, the trip must go immediately. The most senior driver available at the time is utilized to fulfill the needs of the situation. It should be understood that each instance of "time of the essence" would depend upon the situation at hand at that time. The School District will establish a list to track all occurrences of "time of the essence."
- b) True emergencies preclude the requirement to post by rotation. However, every effort will be made to award the work opportunity to the most senior driver available at the time.

## 8. Unscheduled Driving Time and Gaps in Work time

- a) The intent of this is to better utilize the work force during these "non-driving times" and to be able to continue to justify payment of time for these periods throughout the day. Refusal to perform the requested work or failure to make oneself available when requested to perform constitutes grounds on the part of the School District for disciplinary action.
- b) During the course of the school day, "gaps" in time periods evolve due to meetings scheduled for the department. In these instances, the School District agrees to pay drivers for gaps created under these circumstances up to one-half (1/2) hour. Payment of this time is applicable for gaps of one (1) hour or less. For example, if a driver's route ends at 9:30am and a meeting is scheduled at 10:30am, that driver would receive payment for one-half (1/2) hour. Any gaps in time longer than one (1) hour shall not apply for this pay. In the case where drivers are getting paid for gaps in time, the drivers must be available to perform the following:

1. Interior cleaning of their vehicle;
  2. Exterior cleaning of their vehicle, provided there is reasonable time to do so;
  3. Other driving duties;
  4. Other duties as assigned.
- c) Other duties may include, but are not limited to, (1) time of the essence, (2) unscheduled trips, (3) driving mileage for the School District, (4) taking students home that are ill, suspended, etc., (5) other duties included filing, delivering mail, etc. The School District agrees it will not purposefully pose a delay so as to assign work under "other duties.")
- d) If drivers do not make themselves available for assignment of the above work during these "gaps in time," they will not be eligible for payment for this time.

#### 9. Emergency Situations

- a) At time outside the normal work day/week when buses are in use, the School District will make available an emergency call list for the driver(s) to utilize in case of an emergency while out on a trip. This call list will utilize personnel first. Drivers will be reimbursed for necessary expenses related to handling the emergency situation.
- b) At times outside the normal work day/week when buses are in use, the School District shall provide a list of emergency numbers for the drivers to call should they need assistance while they are on a trip.

#### 10. Schedule Changes

##### a) Half-day/Abbreviated Schedule:

On days when the School District operates on a half-day or abbreviated schedule, drivers will be compensated for their regular route hours and the School District will not pay for gaps of time between runs caused by the change in schedule. The School District will have the right to utilize drivers for other duties as long as it doesn't go over the total hours they are regularly paid in a workday. For example, an 8-hour driver may be utilized to drive students home from a school outside of the district if the total time combined with the driver's regular run doesn't go beyond that driver's regular work day and the work doesn't interfere with their regular run. All drivers will be compensated for any work scheduled above and beyond their daily hours, i.e. transportation meetings.

##### b) Early Dismissal

On days when students attending schools outside of the School District have an early dismissal schedule that conflicts with the regular driver's other scheduled work for the day, the School District will require the regular driver to drive the route paying more time.

#### 11. Training

##### a) Driver Training -

- 1) The School District will provide first consideration to members of the bargaining unit to fill driver-training positions. In light of the fact that these positions require individuals with excellent oral and written communication skills, good organization and excellent interpersonal skills, members interested in filling these positions will be considered based on their ability to meet the qualification. In the event members possess equal qualifications, seniority will be considered in filling the position(s). Employees who work as driver trainers will be paid a \$2/hour differential and will be

required to train in accordance with the School District training program. In compliance with prior practice, the School District reserves the right to utilize individuals outside the bargaining unit to provide State mandated safety courses and specialized safety training.

- b) Drivers scheduled to conduct training are expected to perform said training before accepting extra work or trips.
- c) 19-A Work -
  - 1) Employees who work as Article 19-A examiners shall receive a stipend of \$500 per year as long as they continue to do 19-A work. A 19-A examiner is not entitled to receive the \$2/hour differential when training.
- d) Two-Hour Refresher Meeting
  - 1) The School District will pay drivers their hourly rate for attending the State mandated two-hour refresher course.

## 12. Mechanics

- a) The School District will pay up to \$100 per year for steel-toed safety shoes (if necessary). Mechanics are required to wear the safety shoes while performing their duties for the School District. The School District will supply uniforms and inclement weather clothing as needed.
- b) Mechanics will start buses in inclement weather when it is determined in the best interest of the School District to ensure all vehicles start. This will be coordinated between the Transportation Coordinator and Vehicle Maintenance.
- c) The School District will have a mechanic available until all buses report in from regular routes and elementary late runs.
- d) If a mechanic is called in to perform services on behalf of the School District by management, they shall be paid a minimum of two (2) hours at their appropriate rate.

## 13. Summer Work

- a) The Transportation Coordinator or his/her designee shall develop and post summer routes available to the bargaining unit for work, prior to the end of the regular school year. Routes for summer work will be exclusive to the bargaining unit except for work performed by another school district, in a collaborative arrangement, whereby the cost for said work is less than the cost of the unit providing the work. In addition, this exclusivity will only pertain to routes that travel in a fifty-mile (50) radius from the district's transportation facility.
- b) Job postings for summer work routes will be available for bidding by unit members no less than three (3) days. Individuals signing up to perform summer work will be available for the entire duration of the work signed on for and will be eligible to perform summer trip work, if such work does not conflict with assigned runs.

- c) For summer work, drivers and attendants shall bid for this work in their respective job titles. In the event that an attendant position(s) is available and the attendant seniority list has been exhausted, a bus driver shall have the right to bid for the attendant position based on the driver seniority list. Any employee filling in for an attendant position must be certified as per NYS Education Department requirements. The pay rate for the driver receiving the job posting for a summer attendant position will be paid the starting rate for bus attendants.
- d) A substitute list for summer route work shall be posted for three (3) days and shall be made available for signing to those part-time drivers and part-time attendants of the department. This list will be based on seniority and shall be used in a rotating manner. If the substitute required for the route is an attendant, attendants who sign on the list will be asked first, then drivers will be asked to substitute. Individuals signing on this list are expected to be available to perform work as a substitute when called on to do so. A substitute that fails to be available three (3) times over the duration of the summer route schedule will be removed from the "summer route substitute list" unless the dispatcher was notified ahead of time of unavailability. For example, the employee is on vacation the first week of August and gave the dispatcher the appropriate notice.
- e) Leave (e.g. personal, sick, bereavement) does not accrue for drivers performing summer work.
- f) Summer trips will be covered as stated under Article 24, Section 5 (Trips). Should the School District have difficulty covering summer trips, the School District has the option to determine other ways of assigning trips as long as the guidelines for the trips are followed under contract.
- g) The summer trip list will be in effect until the school year three-day posting trip list takes effect. This list will be based on seniority and will be utilized in a rotating manner.

#### 14. General

- a) Pursuant to Article 19A of the Vehicle and Traffic Law, all drivers are expected to maintain the cleanliness of his/her assigned vehicle both inside and outside. This includes exterior washing of the bus on a reasonable basis. All attendants assigned to a route will be required to assist the driver in maintaining a clean bus.
- b) Attendants shall be assigned to travel with CSE students on School District's buses, in accordance with the requirements of the students' IEP and specific needs.

### ***ARTICLE 25***

### ***SPECIAL EDUCATION AIDE SPECIAL CONDITIONS***

1. Special Education Aides are defined as classroom teacher aides who are employed specifically to assist or who are specifically assigned to particular student(s) and/or classroom(s), pursuant to such student's IEP or the needs of the classroom.
2. Special Education Aides serve at the discretion of the School District and may be transferred at any time, with or without cause. The employment of any special education aide who is no



longer assigned to a child or classroom will be terminated unless reassignment is possible. Special education aides shall contact HR as soon as they are advised that their student will be leaving (or has left) the district to inquire about reassignment options. If reassignment is possible, the position will not be posted. When there is a potential for a Special Education Aide's termination due to the loss of a student, the District will notify the CSEA President to allow for input on any potential movement/layoff of the affected member.

3. New special education aides shall be paid in accordance with the CSEA Starting Salary Rates ("Special Education Aide") and shall be granted any increases negotiated for such position. Vacancies will be filled by displaced special education aides when/where feasible based on the needs of the student and the best interest of the district.
4. Special education aides shall not be afforded the same layoff/recall rights as stated in the CSEA contract due to the nature of their positions (being student driven), which means that a 30-day notification may be waived if not feasible.
5. Depending on the classroom and specific assignment, special education aides may be granted up to 30 minutes per week within their school day for meeting and collaborating with teachers. Should there be blocks of time during the day when the aide is not working with a student, the district reserves the right to re-assign him/her to a building level function during such blocks.

## ***ARTICLE 25 A***

### ***ADMINISTRATIVE AIDES SPECIAL CONDITIONS***

1. Administrative aides are paid based on 37.5 hours per week, following the 186-day school calendar. They also work up to an additional 14 days when school is not in session (summer or breaks) as scheduled with and approved by their supervisor. These days must be worked in whole (7.5 hrs) or half (3.75 hrs) day blocks and must be submitted on a timesheet within the payroll period.
2. For administrative aides hired before July 1, 2008, leave accruals shall be granted per the allocation for 11-month staff. However, for purposes of retirement (Article 13 - 2), buyouts will be based on that for a 10-month employee (maximum 30 days over 100). Those hired on or after July 1, 2008 will be allotted leave accruals consistent with that of 10-month staff.

## ***ARTICLE 26***

### ***LAYOFFS AND VOLUNTARY DEMOTION***

1. Civil Service Law (Section 80), as interpreted by the Saratoga County Department of Personnel, will determine layoff and bumping procedures for competitive positions as the circumstances occur.
2. Permanent Civil Service non-competitive and labor class staff are entitled to bump the least senior same title employee. Special education aides do not have bumping rights based on their student specific assignments.
3. If employee(s) position(s) is/are to be abolished, employee(s) shall be notified at least 30 days prior to the layoff in writing. A reduction in the number of hours an employee is scheduled to work on a regular basis shall not constitute a layoff under this provision. For example, if a bus run is eliminated by the School District whereby an employee is no longer required to drive

the run, but the employee still has other runs to drive for the School District, the employee shall not be deemed to have been laid off for the eliminated bus run, and no notice need be given to the employee under this provision.

4. In any year where there are not bargaining unit layoffs in a particular department, student workers may be used in that department to perform work within the School District providing the employment meets all applicable federal and state guidelines. The pay rate for these students will be set by the Board of Education, and will not exceed the first step of the salary schedule for the position the individual(s) will work. Department shall be defined as Transportation, Clerical, Custodial, Maintenance, Grounds, Educational, Medical, Technical, and Pool. These departments' titles are defined in the Salary Schedule.
5. In layoff situations where there are voluntary demotions due to bumping, the employee shall be paid at the rate of pay equal to the average rate of pay for an employee in that job classification with the same number of years' experience as the bumping employee.
6. All unit members (except special education aides) who are laid off are put on a preferred eligible list for four years to be re-hired should a vacancy in that job title occur. For special education aides, vacancies will be filled by displaced aides when/where feasible based on the needs of the student and the best interest of the district. (See Article 25, Section 2)

## ***ARTICLE 27***

### ***GRIEVANCE PROCEDURES***

Within the formal procedure, the responsibility for the hearing of a grievance and rendering a decision will rest with the following person or group in the following order.

1. Immediate Supervisor (Informal/Formal)
2. Director of Human Resources
3. Superintendent of Schools (or designee)
4. Board of Education
5. Final and Binding Arbitration

#### **1. DEFINITIONS**

- a) Employee: shall mean any person covered by this Agreement as provided for under Article 6, Collective Negotiating Unit.
- b) Administrator: shall mean any employee responsible for or exercising any degree of supervision or authority over a non-instructional employee.
- c) Chief Administrator: shall mean the Superintendent of Schools.
- d) Immediate Supervisor: shall mean the administrator to whom the employee directly reports.
- e) Representative: shall mean the person or persons designated by the employee who presented the grievance as his/her counsel or to act on his/her behalf.
- f) Days: shall mean business days (not to include holidays or weekends).
- g) Grievance: shall mean any claimed violation, misinterpretation, or inequitable application of any law, Board of Administrative rule, regulation or policy relating to or involving an employee.

#### **2. BASIC PRINCIPLES**

- a) The intent of these procedures is to provide orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- b) An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- c) An employee shall have the right to be represented at any stage of the procedures by a union representative or legal counsel of his/her own choice.
- d) All hearings shall be confidential.
- e) It shall be the responsibility of the Chief Administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

### 3. GENERAL PROCEDURES

- a) To be entertained, a grievance must be filed at the first available stage within twenty (20) days after the act or condition upon which the grievance is based or twenty (20) days from the date the aggrieved first had knowledge of such occurrence.
- b) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred.
- c) In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or designee fails to make a decision within the required time period, the grievance (including remedy sought) shall be deemed to be upheld and in all respects final and binding upon the parties.
- d) An employee who is invoking the grievance procedure shall so state the grievance in writing, giving a detailed statement which defines the nature of this grievance; this will be done at each stage of filing for grievances.
- e) All decisions shall be ordered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons thereof. A copy of the decision at each stage shall be promptly transmitted to the aggrieved party and the Unit President, such copy to be placed in the possession of the parties no later than the expiration of the applicable time limit.
- f) The Grievance Committee is entitled to submit grievances directly. Grievances shall be initiated normally at Stage 1. In the event that a grievance affects more than one school, or involves a matter over which the immediate supervisor has no authority, it may be initiated at Stages 2, 3, or 4.
- g) The preparation and processing of grievances shall be conducted at mutually acceptable times. The time, place and date of meetings shall be decided upon between the appropriate Unit representatives and School District within five (5) days after the receipt of a request for such a meeting.
- h) The Board, the Administration, the Unit and the aggrieved party shall facilitate any investigation which may be required and make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.
- i) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, unless corrective action results against an employee.
- j) Nothing in this Grievance Procedure shall be construed as preventing an employee from processing a grievance independently of the Unit through Stage 4 of the Grievance Procedures. If an employee is proceeding independently, the time limits and other

provisions of this procedure must be observed. An employee proceeding independently may not enter into any agreements with the District that violate the terms of this Agreement.

- k) In Appendix II of this Agreement, forms used in the grievance procedure shall be reproduced by the School District and made readily available to the Grievance Representatives and the Unit President or designee.

#### 4. PROCEDURES FOR PROCESSING GRIEVANCES

##### STAGE 1 – IMMEDIATE SUPERVISOR

###### a) Informal

The employee or bargaining unit representative shall orally present his/her/their problem/complaint to the immediate supervisor within twenty (20) days after the act/condition or the employee/ bargaining unit first had knowledge of the problem/complaint. This will be done with the direct objective of resolving the problem at this stage. If the problem/complaint is not satisfactorily resolved at this stage or if no decision is rendered within three (3) days by the immediate supervisor, the problem/complaint shall be reduced to writing by the employee/bargaining unit representative if a formal grievance is to be filed and submit the written grievance to the bargaining unit grievance committee.

###### b) Formal

If the problem/complaint is not resolved at the informal stage of this grievance process, the employee/bargaining unit representative will meet with the immediate supervisor once again and present him/her with the problem/complaint in the form of a written grievance prior to the end of the stated time period. The immediate supervisor then has ten (10) days after receipt of said grievance to render a written decision to the grievance with supporting reasons and present it to the aggrieved party and/or Unit.

##### STAGE 2 – DIRECTOR OF HUMAN RESOURCES

If the employee/Unit Representative or Unit determines that they want to pursue the grievance, then the grievance will be forwarded to the Director of Human Resources within ten (10) days of receipt of grievance decision from the immediate supervisor. The Director of Human Resources will render a written decision within ten (10) days after receiving the grievance, with supporting reasons and upon completion present it to the aggrieved party and Unit. A meeting with the aggrieved party may be set up at the discretion of the Director of Human Resources.

##### STAGE 3 – SUPERINTENDENT

If upon receipt of a decision from the Director of Human Resources, the employee/Unit Representative or Unit determines they want to pursue the grievance, a written request for a meeting with the Superintendent of Schools shall be filed with the Superintendent within fifteen (15) days of receipt of said decision. The Superintendent or his/her designee shall prepare a written report within fifteen (15) days of the meeting date, which shall include the decision reached with the supporting reasons and any agreement to be made between the parties.

##### STAGE 4 – BOARD OF EDUCATION

The aggrieved party may appeal an unsatisfactory decision at Stage 3 within ten (10) days after receipt of said decision.

Within fifteen (15) days after receiving the request, the Board shall meet with the aggrieved party, the Association and any other party in interest for the purpose of solving the grievance.

The Board or its representative shall prepare a written report which shall include any agreement or decision reached, with which shall include any agreement or decision reached, with supporting reasons. This report shall be provided to the aggrieved party and the Unit within ten (10) days after the meeting.

#### STAGE 5 – HEARING

If the aggrieved party is not satisfied with the disposition of the grievance at Stage 4, the aggrieved party may request in writing that the Unit submit the grievance to CSEA to request compulsory binding arbitration. The appeal to the arbitration must be initiated within fifteen (15) days from the decision at Stage 4. The Unit shall send a notice to the Board of its intent to submit the grievance to arbitration.

Selection of the arbitrator shall be accomplished in accordance with PERB procedures.

The charges of the arbitrator, including fees and travel, hotel and incidental costs, shall be borne equally by the School District and the Unit.

The decision of the hearing officer at Stage 5 of a grievance shall be final and binding.

**ARTICLE 28**  
**COMMENCEMENT AND DURATION OF AGREEMENT**

This Agreement shall become effective as of July 1, 2016 and shall terminate at the close of business on June 30, 2020.

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the Superintendent of Schools and the President of the Ballston Spa Unit of CSEA have hereunto affixed their names and seals this \_\_\_\_\_ of \_\_\_\_\_ 2016.

BALLSTON SPA UNIT, SARATOGA  
COUNTY EDUCATIONAL CHAPTER OF  
THE CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

BALLSTON SPA CENTRAL SCHOOL  
DISTRICT, BALLSTON SPA,  
SARATOGA COUNTY, NEW YORK

By: \_\_\_\_\_  
Susan Spain

By: \_\_\_\_\_  
Joseph P. Dragone, Ph.D.

By: \_\_\_\_\_  
Kimberly Anatriello

By: \_\_\_\_\_

By: \_\_\_\_\_  
David Nowacki

By: \_\_\_\_\_  
Denise A. Warren



**ARTICLE 28**  
**COMMENCEMENT AND DURATION OF AGREEMENT**

This Agreement shall become effective as of July 1, 2016 and shall terminate at the close of business on June 30, 2020.

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the Superintendent of Schools and the President of the Ballston Spa Unit of CSEA have hereunto affixed their names and seals this 8<sup>th</sup> of November 2016.

BALLSTON SPA UNIT, SARATOGA  
COUNTY EDUCATIONAL CHAPTER OF  
THE CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

BALLSTON SPA CENTRAL SCHOOL  
DISTRICT, BALLSTON SPA,  
SARATOGA COUNTY, NEW YORK

By: Susan Spain  
Susan Spain

By: Kimberly Anatriello  
Kimberly Anatriello

By: David Nowacki  
David Nowacki

By: Denise A. Warren  
Denise A. Warren

By: Joseph P. Dragone, Ph.D.  
Joseph P. Dragone, Ph.D.

By: \_\_\_\_\_



*Appendix A*

***GRIEVANCE FORMS***

Ballston Spa, New York

***Cover Sheet***

Grievance No. \_\_\_\_\_

Aggrieved Party: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Grievance Stage #: \_\_\_\_\_ Title: \_\_\_\_\_

Date Submitted to Supervisor: \_\_\_\_\_

Date Returned to Aggrieved Party: \_\_\_\_\_

Grievance Stage #: \_\_\_\_\_ Title: \_\_\_\_\_

Date Submitted to Director of HR: \_\_\_\_\_

Date Received by Director of HR: \_\_\_\_\_

Date Returned to Aggrieved Party: \_\_\_\_\_

Grievance Stage #: \_\_\_\_\_ Title: \_\_\_\_\_

Date Submitted to Superintendent: \_\_\_\_\_

Date Received by Superintendent: \_\_\_\_\_

Date Returned to Aggrieved Party: \_\_\_\_\_

Grievance Stage #: \_\_\_\_\_ Title: \_\_\_\_\_

Date Submitted to Board of Education: \_\_\_\_\_

Date Received by Board of Education: \_\_\_\_\_

Date Returned to Aggrieved Party: \_\_\_\_\_

Grievance Stage #: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Demand for PERB Arbitration: \_\_\_\_\_

Date of PERB Arbitrator's Decision: \_\_\_\_\_

Ballston Spa Central Schools  
Ballston Spa, New York

Grievance No. \_\_\_\_\_ Stage: \_\_\_\_\_

Aggrieved Party: \_\_\_\_\_

[illegible]

Signature of Aggrieved Party: \_\_\_\_\_

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

### Report and/or Decision

**Report and/or Decision:**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

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

Ballston Spa Central Schools  
Ballston Spa, New York

Request for Meeting

Grievance No. \_\_\_\_\_ Stage: \_\_\_\_\_

Aggrieved Party: \_\_\_\_\_

The Grievance Committee requests a meeting with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To attempt to solve the problem concerned in the grievance identified above.

Signature of Aggrieved Party: \_\_\_\_\_

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

Ballston Spa Central Schools  
Ballston Spa, New York

Request for Parties in Interest

Grievance No. \_\_\_\_\_ Stage: \_\_\_\_\_

Aggrieved Party:

Requests that the following persons be notified that their presence is required at the meeting:

---

---

---

---

on \_\_\_\_\_ at \_\_\_\_\_ am/pm to consider  
the grievance identified above.

Signature of Aggrieved Party: \_\_\_\_\_

Title: \_\_\_\_\_

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

Ballston Spa Central Schools  
Ballston Spa, New York

Grievance No. \_\_\_\_\_ Stage: \_\_\_\_\_

To: \_\_\_\_\_

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

You are hereby requested to attend a meeting to be held at: \_\_\_\_\_ am/pm to

\_\_\_\_\_

on \_\_\_\_\_

at \_\_\_\_\_ am/pm

to consider the problem related to above referenced Grievance submitted by:

\_\_\_\_\_

Signature of Aggrieved Party: \_\_\_\_\_

Title: \_\_\_\_\_

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

Ballston Spa Central Schools  
Ballston Spa, New York

Demand for PERB Arbitration

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

To: \_\_\_\_\_  
Name of Party upon whom the demand is made

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

The undersigned, a Party to an Arbitration Agreement in a written contract, dated \_\_\_\_\_  
which agreement provides as follows: (quote Arbitration clause) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby demands arbitration there under.

Nature of Dispute: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

You are hereby notified that copies of our Arbitration Agreement and of this Demand are being filed with the Public Employment Relation Board at its 50 Wolf Road, Albany, NY Regional Office with the request that it commence the administration of the arbitration.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Phone: \_\_\_\_\_

To institute proceedings, please send three (3) copies of this demand and the Arbitration Agreement, with the administrative fee, as provided in Section 43 of the Rules.



## Claim of Error

Claim of Error:

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

## *Appendix B*

# ***PROGRESSIVE DISCIPLINE PROCEDURES***

## CENTRAL SCHOOL DISTRICT

### PROGRESSIVE DISCIPLINE PROCEDURES

**Background:** The goal of progressive discipline is to demonstrate employer concern that work performance is being affected and to correct/modify employee conduct. The supervisor's role is proactive and focuses on measures that assist an employee to get back on track toward solid job performance. Reciprocally, it is expected that the employee be responsive to such re-direction and take responsibility for his/her own behavior. The following steps are considered progressive; one building on the other if/when a specified behavior is not modified.

**Informal:** The following actions, not considered punitive in nature, are taken when infractions are relatively minor and are not formally documented. For maximum effectiveness, these actions should take place promptly after the infraction.

1. Verbal re-direction
2. Verbal warning

**Formal:** To be used for more serious offenses and/or when sustained progressive disciplinary actions have not corrected an unacceptable pattern of performance within the designated timeframe; all formal disciplinary action must be reviewed with the Office of Human Resources prior to initiation and the unit president must be notified.

3. Counseling Session (documented via Employee Counseling Memo)
4. Notice of Discipline (written specification of alleged misconduct or incompetence including dates, times, places and witnesses if applicable; the proposed penalty and the right to object and to have representation within a prescribed time frame must be indicated) or Written Reprimand (if Section 75 not applicable or waived)
5. Suspension (with or without pay)\*
6. Termination (based on substantiated incompetence and/or misconduct per Civil Service Law Sections 75 & 76 our outcome of grievance process.

**Employee Rights:** Employees covered by the CSEA agreement and eligible for due process in accordance with Civil Service Law Sections 75 & 76 (all competitive class employees following completion of probationary period and non-competitive class employees with five (5) years of service) may elect to have disciplinary charges processed via the contract grievance procedure. This election must be made in writing.

**\*Employer Right to Suspend:** The employer has the right to suspend an employee any time when there is probable cause that his/her presence on the job represents a potential danger to persons or property or would interfere with its operations. In that case, a Notice of Discipline must be issued within five workdays of such suspension.

## EMPLOYEE COUNSELING MEMO

Supervisor \_\_\_\_\_ Date of session \_\_\_\_\_

Re:Employee	Dept/Position
-------------	---------------

1. The following observations have been made of your performance/conduct:
2. The following standards are expected of you from now on:
3. These standards are important because of the following impact:
4. If you fail to comply with above standards, the following consequences will apply:
5. This matter will be reviewed within                      days.

Supervisor's Signature

Date \_\_\_\_\_

My signature indicates receipt of this document, which will be placed in my personnel file within 7 business days whether or not it is signed. Written comments **are/are not attached (circle one)**.

Employee Signature

Witness

Date \_\_\_\_\_

## CENTRAL SCHOOL DISTRICT

### DISCIPLINARY ACTION

This form is completed by the supervisor, and signed off by the superintendent, for alleged employee misconduct or incompetence. It is presented to the employee at time of discipline. Note: Employee has the right to union representation for such proceedings.

Employee \_\_\_\_\_ Position \_\_\_\_\_ Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Check one:

☐ Notification of Discipline (if Section 75 eligible)

or

☐ Written Reprimand (if ineligible for Section 75 or if employee waives rights)

Employee is hereby notified that s/he did not comply with the standards established previously. This notice initiates resulting consequences.

Specification of alleged misconduct or incompetence:

Date(s)/time(s) of occurrence:

Witnesses (if applicable):

Consequences/penalty:

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

I hereby **waive/do not waive (circle one)** my rights under Civil Service Law Sections 75&76. My signature indicates receipt of this document that will be placed in my personnel file within 7 business days whether or not it is signed. Written comments **are/are not attached (circle one)**.

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

or

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





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

143 Washington Ave., Albany, NY 12210

Danny Donohue, President



