
AGREEMENT

by and between the
BOARD OF TRUSTEES

of the
**EDINBURG COMMON
SCHOOL DISTRICT**

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



Edinburg Common SD Unit #8468
Saratoga County Educational Local 864

July 1, 2016 - June 30, 2019

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of Trustees of the Edinburg Common School District ("District") and the CSEA Local 1000, AFSCME, AFL-CIO for the Edinburg Common School District Unit of the Saratoga County Educational Local 864 ("CSEA Local") as herein recognized to represent the bargaining unit. The provisions of this Agreement shall be effective as of July 1, 2016 until June 30, 2019. It shall remain in force and effect until a successor agreement is agreed upon by the parties.

ARTICLE I / RECOGNITION

Section 1. The Edinburg Common School District Board of Trustees (hereinafter sometimes referred to as "Employer" or "District") recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Edinburg Common School District Unit of the Saratoga County Local #864 (hereinafter sometimes referred to as "CSEA", "Employee(s)" or "Association") as the sole and exclusive representative for all employees described in Article 2 hereof for the purposes of collective bargaining under the provisions of the New York State Taylor Law and for grievances under the provisions of this Agreement.

Section 2. The Employer shall deduct from the wages of employees who are members of CSEA and remit to the Civil Service Employees Association, Inc., Box 7125, Capitol Station, Albany, New York, 12224, regular membership dues for those employees who have signed the appropriate payroll deduction authorization permitting such a deduction, along with one additional, mutually agreed upon payroll deduction, to be submitted to CSEA at the same address.

ARTICLE II / COLLECTIVE BARGAINING UNIT

Section 1. The Collective Bargaining Unit shall be comprised of all non-instructional employees. No substitute non-instructional employees shall be members of the Collective Bargaining Unit. All managerial or confidential employees and elected or appointed officials, are excluded from the Collective Bargaining Unit.

Section 2. The parties agree that any CETA, JTPA or Green thumb positions, are excluded from the bargaining unit.

ARTICLE III / NEGOTIATION PROCEDURES

Section 1. Upon expiration of the Agreement, it will be re-negotiated. The parties will meet within fifteen (15) school days of a request by either party for a meeting to open contract negotiations. The request for re-negotiations shall be made between January 1 and February 15 of the final year of the Agreement.

Section 2. The first meeting between the parties will be for the purpose of setting ground rules for the forthcoming negotiations and exchanging proposals.

Section 3. The parties agree that their representatives will be clothed with authority to receive proposals, make proposals and counter-proposals and to enter into tentative agreements on all

matters brought to the negotiation table. However, it is expressly recognized and agreed by the parties that no terms negotiated at the negotiation table are effective or binding unless and until ratified by the CSEA and approved by the Board of Trustees of the District.

ARTICLE IV / GRIEVANCE PROCEDURE

Section 1. The parties to this Agreement declare their joint intent to promptly resolve complaints through the procedure below.

Section 2. Definition

A "grievance" is a complaint by an employee based on an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

Section 3. Procedure

STEP 1

An employee shall submit their grievance, in writing, to the Superintendent. The grievance shall specifically state the provisions of this Agreement claimed to have been violated, a statement of what the violation is claimed to be, and what redress is sought by the employee due to the alleged violation. If an employee does not file a written grievance within fifteen (15) work days after the employee knew or should have known of the act or condition on which the grievance is based, then the right to bring a grievance under this provision and Agreement is waived. Within ten (10) work days of receipt of the grievance, the Superintendent shall present to the employee a written decision.

STEP 2

If the aggrieved employee is not satisfied with the decision of the Superintendent, the aggrieved employee may appeal, in writing, the Superintendent's decision to the Board of Trustees. If the employee does not appeal the Superintendent's decision regarding the grievance within ten (10) work days of the date of receiving the Superintendent's decision then the issue shall be considered resolved. Within ten (10) work days of receipt of an appeal, the Board of Trustees shall render a written decision on the grievance. This decision shall be delivered to the aggrieved employee and the association president.

STEP 3

If the aggrieved employee is not satisfied with the decision of the Board of Trustees, the aggrieved employee may appeal the Board of Trustees' decision to arbitration with the Public Employment Relations Board (PERB) within thirty (30) work days after receiving the written decision. The CSEA, Inc. has the sole power to determine whether the grievance will be pursued to arbitration based on its merits. Both parties shall then be subject to the rules of PERB and the arbitrator. The parties shall be equally responsible for the fees of the arbitrator. The arbitrator's decision shall be final and binding on the parties.

ARTICLE V / ASSOCIATION RIGHTS

Section 1. The association will have the right to use building space for association meetings. The association will give the Superintendent one work days' notice of its desire to use building space, however, this notice provision may be waived by the Superintendent at his/her discretion. Any use of building space by the association is within the sole discretion of the Superintendent.

Section 2. Whenever the Superintendent calls an employee to a meeting to discuss formal disciplinary matters, the employee shall have the right, upon request, to be accompanied by the local association president or another CSEA officer at such meeting. In this context, "formal" means an action resulting in, or which may result in, a written reprimand or charges against an employee, it does not mean oral counseling.

Section 3. The duly elected President of the Local CSEA Unit, or designee, shall, in the discretion of the superintendent, be granted a leave of absence with pay to attend official CSEA conventions or workshops; such leave shall be at the discretion of the superintendent and may total no more than one (1) day per year. Such leave shall be charged to the employee's personal leave or vacation time. The employee will provide written notification of the need for such leave at least one (1) week in advance of the date leave is to be taken. The Employer will not pay any of the costs associated with the taking of such leave. The Association and affected employees agree not to grieve any action of the employer under this Section (Article V, Section 3).

Section 4. Agency Shop

The District hereby agrees to make, from the wage or salary of every non-member in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., and to remit said sums in a separate check to CSEA, Inc., Box 7125, Capitol Station, Albany, New York, 12224. Upon receipt of said sums from the District, the CSEA assumes full responsibility for the proper application of agency shop fees. The District will have no liability for any CSEA duty or responsibility related to agency shop fees, and the CSEA will indemnify the District for any expenses, including reasonable attorneys fees, arising from the CSEA's failure to satisfy its obligation.

ARTICLE VI / MANAGEMENT RIGHTS

Section 1. The employees recognize that the management of the business of the Employer and the direction of its personnel, subject to the terms of this Agreement, are the sole responsibilities of the Employer. The Employer shall be the sole judge of all matters, subject to the terms of this Agreement, pertaining to the education of the students of the Edinburg Common School District; the management of the District's financial affairs of the Edinburg Common School District; the maintenance and use of the District's buildings, land, and other physical plant; the number and types of employees needed; and, all other matters incidental to the economical and efficient operation of the Edinburg Common School District.

Section 2. The foregoing express enumeration of rights reserved to management shall not be deemed to preclude exercise by the Employer of other rights exercised by it prior to the

execution of this Agreement which are not inconsistent with any express provision thereof.

ARTICLE VII / WORKING CONDITIONS

Section 1. Overtime at the rate of time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per week. Overtime will be paid in accordance with the Fair Labor Standards Act.

Section 2. Overtime will be assigned on a rotating basis by seniority beginning most senior employee on the list. Such lists will be maintained and overtime assignments shall be made based on type of work requiring the overtime (e.g., bus driver/custodial etc.). The decision of whether to assign overtime is optional with the Employer. The Employer specifically reserves the right, under exceptional circumstances, to assign non-bus driver employees to drive District owned vehicles which only require the operator to have a normal operator's license.

Section 3. Except as provided below, employees who work five (5) hours or more per day, shall receive a thirty (30) minute, duty free, unpaid lunch break, which, with the approval of the Superintendent, may be taken in two, fifteen minute increments. Employees assigned to eat lunch with students shall be paid for their lunch time. No other regularly scheduled breaks shall be taken during the work day, unless granted at the discretion of the Superintendent.

An uninterrupted half-hour lunch period shall be provided for employees covered by this Agreement. It is understood that should operational needs impact on the half-hour lunch period, compensation time consideration will be worked out with the employee's supervisor that is a mutually convenient time for both the employee and supervisor.

Section 4. The School Nurse shall be provided with a paid half-hour lunch daily, effective May 20, 1992, and thereafter.

Section 5. For those Unit members employed by the District as of July 1, 1988, the workweek shall be Monday - Friday, unless the employee agrees to take a position involving some other type of scheduled workweek (e.g., Wednesday - Sunday).

Section 6. Out-of-Title Work The Superintendent shall have the authority to assign unit members to perform duties beyond or outside the scope of their job descriptions. According to the terms of this provision, employees assigned to perform duties beyond the scope of their job description shall receive the rate of pay that applies to the type of work they are performing. If the rate of pay for the other work is higher than their normal hourly rate, then such payment for the out of title work shall commence immediately upon the commencement of such work, provided it is for a full day.

Section 7. Layoffs

Layoffs shall be accomplished via the least senior employee in the bargaining unit performing work in the job title (as reflected by the salary schedules) being curtailed. The District shall excess temporary, provisional, and part-time employees, in that order, before any full-time employees are laid off. For purposes of this provision only, full-time shall mean an employee working 20 or more

hours per week and bus drivers with regularly assigned morning and afternoon runs. Employees shall retain their rights regarding layoff and recall they are entitled to under New York State Civil Service Law Articles 80 and 80a. Those laid off employees who do not have rights under New York State Civil Service Law Sections 80 and 80a, shall be placed on a district-wide preferred list for that title for a period of one (1) year and shall be recalled to work in inverse order of their layoff.

ARTICLE VIII / JOB POSTING

Section 1. All notices of non-instructional staff job vacancies in the District shall be given to the Local Union President or his/her designee. The Employer shall provide space for a CSEA bulletin board at the place of assembly of employees. This bulletin board shall be for the exclusive use of CSEA for job postings, announcements of meetings, election notices and for other union matters relative to CSEA business.

Section 2. When a job vacancy occurs within the Employer District, the Superintendent or his/her designee shall post a copy on the bulletin board in the kitchen back hall and shall also provide a copy of the posting to the Local Union President, by placing a copy in his/her mailbox. Such posting shall be made at least five (5) days before the close of the time for application. Announcements of such vacancies shall contain the title of the position to be filled, minimum qualifications required for appointment, work location, and salary. Employees who wish to be considered for appointment to such a vacancy shall give notice to the appointing authority within the time frame contained in this posting.

The selection of who will fill the vacancy (employee or otherwise) is left to the complete discretion of the Board of Trustees and Superintendent, provided, however, that the appointing authority will select a qualified applicant. If an employee is selected, the Employer will select the most qualified employee, giving a preference to the more senior employee if all other qualifications are the same between employees. The Employer will extend preferred consideration to an incumbent employee applicant when qualifications are equal. The foregoing provisions as to notice and time may be waived by the Superintendent in an emergency.

ARTICLE IX / HOLIDAYS

Section 1. All full-time twelve (12) month employees shall be granted thirteen (13) paid holidays per year. The holidays shall be as follows:

New Year's Day	Columbus Day
Martin Luther King Jr. Birthday	Veteran's Day
1 President's Day	Thanksgiving Day
1 President's Day*	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day Before or After Christmas (Choice)
Labor Day	

*If school is not closed on two separate President's Days, than a "floating holiday", to be taken on a date mutually agreed upon by the Employee and Superintendent, will be taken.

Section 2. For purposes of this Article (Article IX), a full-time twelve (12) month employee is defined as an employee who works five days per week, fifty-two weeks per year (less any applicable paid vacation periods and holidays).

Section 3. If any of the above holidays fall on a Saturday, the holiday will be celebrated on the Friday before. If any of the holidays falls on a Sunday, then the Monday after shall be recognized as a holiday, or on such other day(s) that the employee and Superintendent may mutually agree upon.

Section 4. A full-time, 12 month employee required to work on a holiday enumerated in Section 1 shall be compensated at the rate of double-time (2x). This compensation is in lieu of the regular compensation accorded a paid holiday that is not worked. In other words, in a work week which includes one of the above enumerated paid holidays, if the employee does not work the holiday, then he/she receives their normal weekly pay. If the employee is required to work on the holiday, he/she will receive their normal pay for the non-holiday work days, plus double-time pay (2x) for the holiday. (For example, in a week in which a paid holiday falls on Friday, if the employee does not work that Friday, he/she receives their regular weekly salary. If the employee does work Friday, he/she is paid regular pay for Monday through Thursday, plus double-time for Friday).

ARTICLE X / VACATION TIME

Section 1. All full-time, twelve (12) month employees shall be granted vacation time as follows:

- (A) 1-5 years of service..... 10 work days
- (B) 6-10 years of service 15 work days
- (C) Commencing with eleventh year... one additional workday up to a maximum of 20 work days after fifteen (15) years of service.

Section 2. Individual vacation periods will be granted by the Superintendent or his/her designee on the basis of seniority within the respective department (e.g. custodian). The request shall be submitted to the superintendent of Schools or his/her designee, in writing, at least ten (10) working days prior to the requested leave date. The Superintendent of Schools or his/her designee, has the discretion to approve or disapprove requests for vacation time based upon the needs of the District, and shall have the ability to waive the ten (10) working day submission of request requirement at his/her discretion. Unused vacation time shall not accrue year to year and shall not be reimbursed at the end of the year. However, if vacation is not used by the employee due to the work requirements of the District, then the employee shall be paid for unused vacation time at the end of the year. It is generally the obligation of the employee to request and use the vacation time.

Section 3. For purposes of this Article (Article X), a full-time, twelve (12) month employee is defined as an employee who works five days per week, fifty-two weeks per year (less any applicable paid vacation periods and holidays).

Section 4. At least ten (10) work days of any allowed annual vacation time for employees entitled to fifteen (15) or more work days of vacation must be taken between July 1 and August 31 of any given year. Employees entitled to ten (10) work days of vacation per year must take at least five (5) work days of such vacation between July 1 and August 31 of any given year or during any school calendar recess with the Superintendent's approval.

Section 5. Employees responsible for buildings and grounds maintenance are not subject to Section 4 of this Article (i.e., the provision which requires a certain amount of vacation time be used between July 1 and August 31 annually).

ARTICLE XI / LEAVE ALLOWANCE

Section 1. Sick and Personal Leave

(A) Eligible employees, shall be granted paid leave each year, Leave days may be used for personal injury, illness, or business that can only be conducted between the hours of 8:00 am and 3:00 p.m.

(1) A 12 month employee, defined as an employee who works five days per week, 52 weeks per year (less any applicable paid vacation periods and holidays), will receive 15 days of sick time annually.

(2) An 11 month employee, defined as an employee who works at least 215 days per year, will receive 13.5 days of sick time annually.

(3) A 10 month employee who works at least 150 days per year will receive 12 days sick time annually.

(B) Half of the allotted leave days received per year of the above amounts, may be used by an employee for family illness. Family illness means illness of a parent, child or spouse. (E.g. A 10-month employee may use up to 6 leave days for family illness.)

(C) At the employer's complete discretion, the Employer may place an employee on notice that any future use of leave will require the employee to present a physician's certificate upon return to work.

(D) Leave days may not be used to extend a vacation and/or holiday period.

(E) When an employee is absent for four or more continuous days due to personal injury/illness, the Board of Trustees has the discretion to require the employee to be examined by a physician selected and paid for by the Employer.

(F) All unused sick days will accumulate to a total 190 days for all employees qualifying for sick days. Anything over 190 days will have a buyback of 50% of the daily rate of the employee, not to exceed \$50.00 a day maximum to be paid by October 15 of the following fiscal year.

(G) Employees will receive one (1) additional sick day per year for every five (5) years of service in the District. However, the total number of days which an employee can accumulate shall still be governed by Article XI, Section 1 (E).

(H) Whenever an employee is absent from employment because of a work-related injury, which is not the result of the employee's own gross negligence, and which is covered by the New York State Worker's Compensation Law, the employee will be paid his/her full salary less the amount of any worker's compensation award for a period not to exceed the remainder of the

school year in which the injury occurred. The absence(s) shall be initially charged to the employee's accumulated sick leave and, upon the District's receipt of the worker's compensation award, the employee's sick leave shall be credited accordingly. An employee's salary will be reported as required by NYS Workers' Compensation Board (C-240 Employer's Statement of Wage Earning, #10).

(I) Those employees hired on or after 7/1/04 will accumulate one (1) day of sick leave per month for the first six (6) months. After six (6) months, they will receive the balance of what they are allowed in the first year of employment as outlined above

Section 2. Use of Leave

Employees may use their leave time in one-half (1/2) hour increments. The method for recording use of leave time on a one-half (1/2) hourly basis shall be determined by the District. The parties shall cooperate in developing forms for this purpose. Employees shall cooperate by submitting reasonable forms and information for this purpose.

Section 3. Bereavement Leave

(A) All full-time employees shall be granted an additional five (5) days per year in the event of a death of an immediate family member or an extreme emergency, subject to the approval of the Superintendent.

(B) Immediate family is defined as husband, wife, children, father, mother, brothers, sisters, grandfather, grandmother, aunt, uncle, mother-in-law, father-in-law, son-in law, daughter-in-law, grandchildren, or person(s) who reside with the employee in a "family-like" (i.e., a man and woman living together as husband and wife although not married) situation.

(C) For purposes of this section, all employees are defined as those who are scheduled to work at least ten (10) months of the year, five (5) days per week. Employees who are employed less than 10 months and 5 days a week, are not entitled to paid bereavement leave.

(D) Bereavement leave may not be accumulated.

Section 5. Leave Donation

(A) It is the responsibility of the Association to make all determinations that a leave donation program may be necessary, and to administer such program if initiated. The District's only responsibility is to track the days entitled to each employee.

(B) In the event of a medically confirmed, life-threatening illness or injury sustained by an employee or a member of his/her immediate family (spouse, son or daughter), a leave donation may be created by the Union.

(C) A leave donation shall not be established for any employee demonstrating overuse of leave time. Use of more than seven (7) days per year for two or more consecutive years could be considered overuse.

Section 6.

It is expressly understood by the parties that the use of any leave under this Article (Article XI) is a privilege of employment and not a right. If an employee's supervisor or the Superintendent determines that a pattern of absenteeism or abuse of leave is demonstrated by a particular employee, the employer reserves the right to initiate disciplinary action when appropriate.

ARTICLE XII / HEALTH INSURANCE

Section 1. The Employer shall make available to employees a health insurance plan (hereinafter "Plan"). The Employer reserves the exclusive right to select or change health plans or carriers as long as such change maintains comparable benefits. Comparable benefits means that the basic coverage is substantially the same and that the average yearly out-of-pocket expense to the employee regarding his/her annual health costs is substantially the same; comparable benefits does not mean that the plans must provide identical line-by-line benefit coverage. Until January 1, 2008, upon submission of receipts, the District will reimburse any bargaining unit member who is required to pay for prescription drugs up to a maximum of \$250 per year. Future changes implemented or instituted by the carrier will be discussed with the Association prior to their adoption. The coverage of this Article (Article XII) extends only to employees who earn \$5,500.00 or more per year and who work 25 or more hours per week.

Section 2. For those employees hired on or before June 30, 2004, the District shall pay 90% of the cost of premiums for the insurance plan selected by an employee (e.g., individual, two person, or family). The employee shall pay the remaining 10% of the cost of the premium. The employee's portion of the health insurance premium cost shall be paid by deduction from the employee's pay. For those employees hired on or after July 1, 2004, the District shall pay 85% of the cost of premiums for the insurance plan selected by an employee (e.g., individual, two person, or family). The employee shall pay the remaining 15% of the cost of the premium. The employee's portion of the health insurance premium cost shall be paid by deduction from the employee's pay.

Section 3. There shall be no double coverage afforded to employees by this Article. For example, employees who are related and who could be covered by one health policy (e.g., a husband and wife covered by one family policy) shall only be entitled to one policy.

Section 4. All employees who commence employment on or after July 1, 2004, shall be eligible for health insurance under the following conditions:

- (A) To be eligible, employees must work 25 or more hours per week and earn \$5,500.00 or more per year.
- (B) Employees, except bus drivers, who work 25 or more hours and up to and including 30 hours per week shall receive individual health insurance subject to the co-pay set forth in Section 2. Such employees who elect family or two person coverage will also pay 100% of the difference between the premium cost for individual and the selected plan in their first year of employment, 50% of the difference in their second year of employment, and 25% of the difference in the third year of employment. Commencing with their fourth year of employment, the employee shall be eligible for family or two person coverage subject to the co-pay set forth in Section 2;

- (C) Employees who work more than 30 hours per week shall be eligible for health insurance (individual, family or two person) subject to the co-pay set forth in Section 2; and,
- (D) Employees who commence employment on or before June 30, 2004 and remain continuously employed with the District, shall continue their eligibility for health insurance under the other provisions of this Article.

Section 5. Bus drivers shall be entitled to health insurance, subject to the co-pay set forth in Section 2, so long as he/she is regularly assigned both a morning and afternoon run. In other words, bus drivers need not satisfy the hours per week requirement of Sections 1 or 4.

Section 6. Eligible employees who choose to decline District-sponsored health insurance will be entitled to a stipend, payable in two equal installments, half in January and half in June of each year, for a full year of opting out. The stipend will be \$750.00 for employees who are eligible for individual coverage, \$1,000 for employees that are eligible for two-person coverage, and \$1,500.00 for employees eligible for family coverage, subject to the limitations set forth below.

- (A) Employees who choose to decline health insurance coverage must notify the business office on or before December 1 of each year.
- (B) Employees must provide proof of alternate insurance coverage prior to each payment, in order to be eligible for the buy-out payment. Such proof must be presented between December 1 and December 15 to be eligible for the January payment (paid by January 31) and between June 1 and June 15 for the June payment (paid by June 30). An employee that fails to provide proof of alternate coverage in a timely manner shall be required to enroll in health insurance coverage.
- (C) New employees serving a probationary period, after declining health insurance, will be eligible to receive their first half payment after completing their probationary period, whenever this occurs during the school year, and the second half by June 30.
- (D) Payments shall be provided by separate check. In other words, the payments shall not be included in the employees regular payroll check.
- (E) Employees who become eligible to enroll in District-sponsored health insurance mid-year due to meeting the hourly or monetary eligibility requirements outlined in Article XIII Section 1 of the collective bargaining agreement, and who choose to opt-out of participating in the District-Sponsored Health Insurance plan, will be entitled to a prorated lump sum payment health insurance payment, which will be paid on the next payment date. (i.e. January or June)
- (F) A bargaining unit member who opts out and later loses coverage, due to no fault of their own (i.e. divorce, spouse passes away, loss of employment) may opt back into District coverage. The buyout will be pro-rated based upon on the time the employee was not covered under the District's plan.

Section 7. Internal Revenue Code Section 125

- (A) POP (Premium Only Plan) available to cover health insurance premium costs.
- (B) Enrollees' cost of premiums percentage would be paid on a before-tax basis under Section 125 of the Internal Revenue Code.

ARTICLE XIII / PERSONNEL FILE POLICY

Section 1. Each employee personnel file shall be maintained in the Central Administration Office.

Section 2. When new material (defined as material dated July 1, 1988 and thereafter) is added to the file, the employee shall be afforded the opportunity to affix his/her signature to the copy to be filed.

Section 3. The personnel file, with the exception of references or materials protected by statute, shall be available to the employee for examination at the convenience of the employee and Central Administration Office staff. The employee shall give one work days' notice of his/her desire to review his/her file. This notice requirement may be waived by the Superintendent at his/her discretion.

Section 4. The employee shall have the right to make a response to any material filed (including material dated prior to July 1, 1988) and such response shall become a permanent part of the personnel file. The employee shall also have the right to have copies of any material contained in such file, other than references or materials protected by statute.

ARTICLE XIV / RETIREMENT

Section 1. All bargaining unit members who were entitled to and enrolled in a New York State Retirement Program as of July 1, 1988, shall continue to be enrolled in such program(s). Those eligible unit members hired by the District after July 1, 1988, will be enrolled in the appropriate retirement plan then existing. Part-time (10 month employees) shall have the option of joining the New York State Retirement System. (This definition shall apply only to this Article).

Section 2. Members of the bargaining unit shall be afforded the opportunity to enroll in Retirement Plan 75i. The District shall make available to all unit members Plans 60-b and 41 -j. (This new provision shall take effect as soon as possible under the rules and regulations of the Employee Retirement System.)

Section 3. Single plan health insurance will be offered to retiring unit members who have completed twenty (20) years of service within the Edinburg Common School District. The percentage contribution for retirees will remain the same as was applicable to the retiree at the time (s)he retires. The retiree may obtain a two-person or family coverage by paying the difference in premium cost between an individual plan and the two-person or family plan. Current retirees will be included in this provision.

Section 4. Retiring unit members who have completed fifteen (15) years of service will be offered single plan health insurance as stated in Section 3 above, except for the rate paid, which will be fifty (50%) percent of the premium cost to the district.

Section 5. Retiring unit members will be compensated fifty (50%) of their daily wage for accumulated sick days up to the maximum allowed in Article XI, Section 1, Paragraph E, which should be used towards health insurance premiums at the time of retiring. If a unit member is not eligible for health insurance benefits under Article XIV, Section 3, then payment must be made within ninety (90) days of members' retirement date. Members must notify the school district by

January 1st the year prior to retiring.

Section 6. Employees who retire with thirty (30) or more years of service to the District, and who were eligible for health insurance during their employment, will be eligible for Medicare Part B reimbursement in an amount not to exceed \$100 per month.

ARTICLE XV / JOB SECURITY

Members of the bargaining unit who are the subject of formal disciplinary action will have the right to written notice of the charge(s) against them and the right to respond to such charge(s) in writing. Those unit members entitled to the protection of Sections 75 and 76 of the New York State Civil Service Law shall be afforded their rights thereunder. Bus drivers and bus aides who are convicted of alcohol and/or drug related offenses and who are eligible for the protections of Section 75 of the Civil Service Law shall be entitled to a notice of the charges and a hearing on the matter as is provided by the statute.

ARTICLE XVI / SALARY

Section 1. Salary Increase - The District shall increase the salary of all bargaining unit members in accordance with the attached schedules.

Section 2. Salary Schedules

The Starting Salary Schedules noted in Section 1 above, shall be appropriately modified \ and added to this agreement as Starting Salaries in Appendix "A" and present employees' salaries in Appendix "B". (Increase of \$1.00 effective July 1, 2016, \$1.50 effective July 1, 2017 and \$2.00 effective July 1, 2018)

Section 3. Longevity

(A) For every five (5) years of continuous, active service to the school district, an employee shall receive a longevity bonus of \$350.00. This longevity bonus is not subject to annual percentage increases. This bonus shall be paid in a single lump sum payment to all employees entitled to the bonus for the upcoming school year in a separate check payable to the employee no later than August 15 of each year.

(B) The requirement of continuous, active service to the district means that any time in excess of six (6) months that an employee is on leave of absence from the district or is unable to work for the district for whatever reason (e.g., disability), shall not be counted in computing the longevity bonus.

Section 4. Employees will be reimbursed any and all costs of a required background check if they are charged with such after they complete 6 months with the District.

Section 5. Any employee who provides or attends work related training that is either required or approved by the Superintendent in writing shall receive his/her regular rate of pay during the hours of such training. Travel expenses shall be paid in accordance with District policy.

ARTICLE XVII / MISCELLANEOUS

Section 1. No Strike Clause

The CSEA affirms that it does not and will not assert the right to strike against the School District (Employer), to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in any such strike and shall not cause, instigate, encourage or condone any strike, slowdown or other concerted action during the term of this Agreement.

Section 2. Legislative Approval Clause

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

Section 3. Non-Resident Tuition

Non-resident tuition fees will be waived for those employees in the CSEA unit.

ARTICLE XIX / BUS DRIVERS AND ATTENDANTS

Section 1. Schedules

(A) Regular Runs

1. Bus Driver schedules will consist of an a.m. and p.m. bus run and drivers shall be entitled to a minimum of 15 hours per week for the a.m. and p.m. runs. Drivers shall not be required to use a time clock and/or time card to record their hours of work.

Should a driver's run exceed three (3) hours and (s)he is scheduled to work more than 15 hours in a week, (s)he shall provide the District with a time sheet indicating the additional time. The District agrees to pay drivers for this additional time in 15 minute increments in the event a single trip unexpectedly lasts more than 15 minutes past its normal end time in either the morning or afternoon.

2. If the run assigned to any driver does not take 1.5 hours a.m. and 1.5 hours p.m., the driver shall do other driver duties; (i.e. clean bus, organize paperwork), as assigned by the Bus Coordinator or Superintendent.

3. Bus Drivers may be required to drive an extra run occasionally (i.e. conferences) and will be paid their regular hourly rate as per time sheet submitted.

4. Regular Bus Runs will be offered to regular full-time (a.m. and p.m. runs) bus drivers based upon seniority. Seniority will be determined by driver's most current date of hire with the District as a bus driver.

5. Bus drivers may, according to seniority, be assigned regular extra bus

runs. These are runs that are scheduled the same every week (i.e. Late bus or out of district runs).

6. After the initial bidding and assignment of runs at the start to school, the Bus Coordinator shall review all actual bus run times of each run. By the first business day in October of each year, bus runs shall be permanently established, to become effective no later than the fifteenth business day in October. This will be shared with the Superintendent in writing.

a. If, after such review, it is found that bus run times need to be adjusted, the Drivers and Attendants that will be affected will be provided with written notice of a meeting. That meeting will be with the Bus Coordinator, a union representative, and the party/parties affected. This will be shared in writing with the Superintendent.

b. If a Driver or Attendant disagrees with the decision of the Bus Coordinator, they may submit a written appeal to the Superintendent, who will render a final determination.

(C) Emergency Closing and Delays

1. The District will notify the Bus Coordinator at least 30 minutes prior to the start of the first bus run, when school is closed. Provided such notice is not given, drivers and monitors will not report to work and will not be paid for the day, regardless of whether they report to work or not. If at least 30 minutes notice is not given and the employee reports to work no sooner than 15 minutes prior to the start of the day, then the employee shall receive an hour's compensation at his/her regular rate of pay.

2. The District shall notify the Bus Coordinator at least 30 minutes prior to the start of the first bus run when school is delayed. If school is delayed, and at least 30 minutes notice is given, then drivers and attendants will not report to work until a time equivalent to the delay has passed. For example, if a driver usually reports at 6:30 am and there is a two hour delay, then such driver will not report to work until 8:30 am. Upon the opening of school and the completion of their run, drivers and attendants will be paid their regular rate of pay. No additional compensation will be due the driver or attendant.

Section 2. Training

- A. Drivers and attendants who are required to take the bus driver/attendant two-hour safety course shall be compensated at their hourly rate for each hour of each session, upon receipt of proof of complete attendance. The district will provide a bus/van for transporting bus driver/attendants to the training sessions if it is needed.
- B. New Drivers shall be compensated \$75.00 after one year of successful driving experience.

Section 3. Maintenance

- A. Drivers may be assigned to do "maintenance runs."
- B. Drivers responsible for behind the wheel operations shall be paid their regular

- hourly rate of pay.
- C. Drivers responsible for non-driving operations shall be paid the rate of a starting bus driver.

Section 4. Bus Attendants

A. Training

1. Bus Attendants shall be compensated for their mandatory training at their current hourly rate of pay, upon receipt of proof of complete attendance.
2. The district will provide a bus/van for transporting bus driver/attendants to the training sessions if needed.

Section 5. Bus Coordinator Stipend Position

A. In order to facilitate the scheduling of bus runs and to act as a liaison between the Bus Drivers and the Superintendent, the Board has established an annual appointment of Bus Coordinator who will be assigned administrative duties in assisting coordinate bus schedule. This position shall be appointed yearly to a Bus Driver currently within the Unit.

B. The District shall have the discretion to assign the duties of Bus Coordinator to any qualified employee. This will be an annual appointment by the Board of Trustees at their re-organizational meeting. The District retains the discretion to not assign anyone to this position, should it be determined that there is no need.

C. The Duties and Stipend of the Bus Coordinator will be determined and provided by the District at or prior to the yearly re-organizational meeting. Nevertheless, the Stipend shall be no less than \$6,500.00 per year.

ARTICLE XX / FULL AGREEMENT

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement. If an individual arrangement, agreement or contract predating this Agreement contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling. Should any agreement be reached in writing between the Employer, CSEA and an Employee which contains "no precedent" language, then such agreement may not be used to interpret or modify this Agreement.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO
FOR THE EDINBURG COMMON SCHOOL DISTRICT UNIT OF THE SARATOGA
COUNTY EDUCATIONAL LOCAL #864


Unit President


Date Labor Relations

10/15/16
Date

EDINBURG COMMON SCHOOL DISTRICT

Guillermo M. Nieto 10/31/2016
Board of Trustees President Date

V. Hernandez 10/31/16
Superintendent of Schools Date

Appendix "A" CSEA Starting Salary Schedule

Title	2016-2017	2017-2018	2018-2019
Cook/Manager	\$15.00	\$15.00	\$15.00
Cook	\$11.40	\$11.40	\$11.40
Laborer	\$14.05	\$14.05	\$14.05
Maintenance Helper	\$15.05	\$15.05	\$15.05
Cleaner	\$10.50	\$11.00	\$11.75
Bus Driver	\$14.05	\$14.05	\$14.05
Bus Attendant	\$10.00	\$10.50	\$11.25
Aide	\$10.00	\$10.50	\$11.25
Nurse	\$18.00	\$18.50	\$18.50
Keyboard Operator	\$11.50	\$11.50	\$11.50
Teaching Assistant	\$12.00	\$12.50	\$13.25

Appendix "B"
Active Employee's Salary Schedule

Title	Name	2016-2017	2017-2018	2018-2019
Cook/Manager	Constance Breda	16.00	17.50	19.50
Cook	Jennifer Rockwell	17.85	19.35	21.35
Laborer	Bill Blackwell	17.55	19.05	21.05
Cleaner	John Atherton	16.50	18.00	20.00
Maintenance Helper	TBD	15.05	16.55	18.55
	Tiffany Frasier	18.50	20.00	22.00
	Paula Blackwell	18.25	19.75	21.75
	John Flood	25.00	26.50	28.50
	Doug Varcoe	17.05	18.55	20.55
Aides	Peggy Trzaskos	16.50	18.00	20.00
Teaching Assistant	Rebecca Monge	16.50	18.00	20.00
	Wendy Ferguson	14.00	15.50	17.50
Nurse	Carol Sniezyk	19.00	20.50	22.50

SEPTEMBER 7, 2016
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE EDINBURG COMMON SCHOOL DISTRICT
AND
THE EDINBURG CIVIL SERVICE EMPLOYEES ASSOCIATION

The Edinburg Common School District ("District") and the Edinburg Civil Service Employees Association, ("Association") hereby enter into this Memorandum of The terms of this Memorandum of Agreement shall not become effective unless and until they are approved and ratified by the Board of Trustees of the District ("Board") and ratified by the members of the Association.

1. John Flood will be excluded from the insurance buy out as he is grandfathered in under a prior agreement that he accepted in regard to an hourly wage that he started at of \$25.00 an hour.

K.S. Chambers
Superintendent Signature:

Paul G. Hoffman
Union President Signature: ✓

James M. Richter
Board President Signature:

P. G. Seldner
Labor Relations

Since 1910



New York's LEADING Union

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

Danny Donohue, President

